



SOLICITATION NUMBER: CH-RFQ-25-P-02

REQUEST FOR QUALIFICATIONS

FOR

GRANT WRITER

BY

COUNTY HOUSING

8865 NATURAL BRIDGE

ST. LOUIS, MO 63121

PROPOSALS ARE DUE TO THE ADDRESS OR EMAIL SHOWN BELOW NO LATER THAN:

**31st, March 2025, 2:00PM Central Standard Time**

MAILING ADDRESS

COUNTY HOUSING

ATTN: PURCHASING DEPARTMENT

8865 NATURAL BRIDGE ST. LOUIS, MO. 63121

IN-PERSON DELIVERY

GRAY DROP BOX ON THE FRONT OF THE PARKING LOT

ELECTRONIC DELIVERY

EMAIL: [purchase@countyhousing.org](mailto:purchase@countyhousing.org)

THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS RFP AT THE OFFICES OF THE HOUSING AUTHORITY OF ST. LOUIS COUNTY (COUNTY HOUSING) ON OR BEFORE THE STATED TIME AND DATE WILL BE SOLELY AND STRICTLY THE RESPONSIBILITY OF THE OFFEROR. COUNTY HOUSING WILL IN NO WAY BE RESPONSIBLE FOR ANY DELAYS CAUSED BY THE UNITED STATES POSTAL SERVICE, PRIVATE COURIER, EXPRESS SERVICE, OR CAUSED BY ANY OTHER OCCURRENCE.

Contents

INTRODUCTION: ..... 3

1.0 THE AGENCY’S RESERVATION OF RIGHTS ..... 3

2.0 SCOPE OF WORK/TECHNICAL SPECIFICATIONS ..... 4

3.0 PROPOSAL FORMAT ..... 6

    3.1 Tabbed Proposal Submittal ..... 6

    3.2 No Fees Proposed. .... 9

    3.3 Proposal Submission. .... 9

    3.4 Proposer’s Responsibilities — Contact with the Agency..... 10

    3.5 Proposer’s Responsibilities — Equal Employment Opportunity and Supplier Diversity ..... 11

    3.6 Pre-proposal Conference ..... 13

    3.7 Recap of Attachments ..... 13

4.0 PROPOSAL EVALUATION..... 15

    4.1 Evaluation Factors ..... 15

    4.2 Evaluation Method ..... 16

5.0 CONTRACT AWARD ..... 20

    5.1 Contract Award Procedure ..... 20

    5.2 Contract Conditions..... 20

    5.3 Contract Period..... 21

    5.4 Licensing and Insurance Requirements..... 21

    5.5 Right to Negotiate Final Fees ..... 22

    5.6 Contract Service Standards ..... 22

**INTRODUCTION:** The County Housing is now soliciting proposals from qualified, licensed, and insured entities to provide the Grant Writer services to the Agency.

**1.0 THE AGENCY’S RESERVATION OF RIGHTS.** The Agency reserves the right to:

- 1.1 Right to Reject, Waive, or Terminate the RFQ.** Reject any or all proposals, waive any informality in the RFQ process, or to terminate the RFQ process at any time, if deemed by the Agency to be in its best interests.
- 1.2 Right to Not Award.** Not to award a contract pursuant to this RFQ.
- 1.3 Right to Terminate.** Terminate a contract awarded pursuant to this RFQ, at any time for its convenience upon 10 days written notice to the successful proposer(s).
- 1.4 Right to Determine Time and Location.** Determine the days, hours, and locations that the successful proposer(s) shall provide the services called for in this RFQ.
- 1.5 Right to Retain Proposals.** Retain all proposals submitted and to not permit withdrawal for a period of 60 days subsequent to the deadline for receiving proposals without the written consent of the Agency Executive Director (ED).
- 1.6 Right to Negotiate.** Negotiate the fees proposed by the proposer entity.
- 1.7 Right to Reject any Proposal.** Reject and not consider any proposal that does not meet the requirements of this RFQ, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services.
- 1.8 No Obligation to Compensate.** Have no obligation to compensate any proposer for any costs incurred in responding to this RFQ.
- 1.9 Right to Prohibit.** At any time during the RFQ or contract process to prohibit any further participation by a proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein. By accessing the eProcurement Marketplace (hereinafter, a.k.a. “the Marketplace”) and by downloading this document, each prospective proposer is thereby agreeing to abide by all terms and conditions listed within this document and within the eProcurement Marketplace, and further agrees that he/she will inform the CO in writing within 5 days of the discovery of any item listed herein or of any item that is issued thereafter by the Agency that he/she feels needs to be addressed. Failure to abide by this timeframe shall relieve the Agency, but not the prospective proposer, of any responsibility pertaining to such an issue.
- 1.10 Right to Reject – Obtaining Competitive Solicitation Documents.** The eProcurement Marketplace is the only official and appropriate venue to obtain competitive solicitation documents (and any other information pertaining to the competitive solicitation such as addenda). Accordingly, by submitting a response to this competitive solicitation the respondent thereby affirms that he/she obtained all information on the eProcurement Marketplace. Any other group such as a proposal depository that informs potential respondents of the availability of such competitive solicitations are hereby instructed to not

distribute these documents to any such potential respondents, but to instruct the potential respondents to visit the eProcurement Marketplace to obtain the documents. The Agency will reject without consideration any response submitted from a firm that has not obtained the documents from the eProcurement Marketplace.

**2.0 SCOPE OF WORK/TECHNICAL SPECIFICATIONS.** The Agency is seeking proposals from qualified firms and/or individuals to provide the Agency with the following Grant Writer services.

**2.1 Grant Research & Identification**

- 2.1.1** Conduct thorough research to identify relevant federal, state, local, and private grant opportunities related to affordable housing, public housing programs, and community development.
- 2.1.2** Monitor funding trends, eligibility requirements, and submission deadlines for programs such as HUD, MHDC, LIHTC, CDBG, and other housing-related grants.
- 2.1.3** Maintain a grant calendar to track application deadlines, reporting requirements, and renewal opportunities.

**2.2 Grant Proposal Writing & Submission**

- 2.2.1** Develop comprehensive and compelling grant proposals in alignment with the County Housing's strategic goals and funding priorities.
- 2.2.2** Ensure proposals meet all requirements, guidelines, and compliance standards set by grant-making agencies.
- 2.2.3** Collaborate with internal stakeholders to gather necessary data, reports, and supporting documents for grant applications.
- 2.2.4** Develop Letters of Intent (LOIs), grant applications, and budgets in coordination with finance and program teams.

**2.3 Post-Award Grant Management & Compliance**

- 2.3.1** Assist in grant reporting, budget tracking, and compliance monitoring for awarded grants.
- 2.3.2** Ensure compliance with HUD, MHDC, and other regulatory agencies by maintaining proper documentation and reporting.
- 2.3.3** Work with finance and project teams to ensure funds are utilized appropriately and in accordance with grant agreements.
- 2.3.4** Prepare progress reports and assist in responding to grantor inquiries or audits.

**2.4 Relationship Management & Collaboration**

- 2.4.1** Establish and maintain relationships with grant-making organizations, housing agencies, and community partners to explore potential funding opportunities.
- 2.4.2** Communicate effectively with internal teams, including procurement, finance, legal, and program departments, to align grant proposals with organizational needs.
- 2.4.3** Represent the County Housing in grant-related meetings, webinars, and networking events.

## **2.5 Capacity Building & Strategy Development**

- 2.5.1** Assist in developing long-term grant strategies to secure consistent funding for housing programs and initiatives.
- 2.5.2** Provide training or guidance to internal teams on grant opportunities, proposal development, and compliance requirements.
- 2.5.3** Stay updated on industry trends, best practices, and policy changes impacting housing-related grants.

## **2.6 Education & Experience**

- 2.6.1** Bachelor's degree in public administration, Nonprofit Management, Urban Planning, Social Work, Communications, or a related field (master's preferred).
- 2.6.2** Minimum of 5 years of experience in grant writing, with a proven track record of securing funding from HUD, MHDC, federal, state, and private grants.
- 2.6.3** Experience in affordable housing, public housing programs, or community development projects is highly preferred.

## **2.7 Skills & Knowledge**

- 2.7.1** Strong knowledge of affordable housing funding sources, including HUD programs such as CDBG, HOME, Section 8, LIHTC, and other housing-related grants.
- 2.7.2** Exceptional writing and editing skills with the ability to develop persuasive and well-structured proposals.
- 2.7.3** Strong analytical and research skills to identify relevant funding opportunities and interpret grant requirements.
- 2.7.4** Proficiency in budgeting, financial reporting, and grant compliance regulations.
- 2.7.5** Ability to work independently and meet strict deadlines while handling multiple projects simultaneously.

## **2.8 Software & Tools**

- 2.8.1** Proficiency in Microsoft Office Suite (Word, Excel, PowerPoint).
- 2.8.2** Experience using grant management software, CRM tools, or databases for tracking applications and funding.

## **2.9 Additional Considerations**

- 2.9.1** Having HUD-specific certifications or membership in professional organizations (e.g., Grant Professionals Association (GPA)) is a plus.
- 2.9.2** Experience with data analysis and performance measurement in grant-funded programs is beneficial.
- 2.9.3** Ability to work under tight deadlines and adapt to changing grant requirements.

**3.0 PROPOSAL FORMAT.**

**3.1 Tabbed Proposal Submittal.** The Agency intends to retain the Contractor pursuant to a “Best Value” basis, not a “Low Bid” basis (“Best Value,” in that the Agency will, as detailed within the following Section 4.0, consider factors other than just cost in making the award decision). Therefore, so that the Agency can properly evaluate the offers received, all proposals submitted in response to this RFQ must be formatted in accordance with the sequence noted within the table below. Each category must be separated by numbered index dividers (which number extends so that each tab can be located without opening the proposal) and labeled with the corresponding tab reference also noted below. None of the proposed services may conflict with any requirement the Agency has published herein or has issued by addendum.

[Table No. 1]

(1) RFQ Section	(2) Tab No.	(3) Description
3.1.1	1	<b>Form of Proposal.</b> This Form is attached hereto as Attachment A to this RFQ document. This 2-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal.
3.1.2	2	<b>form HUD-5369-C (8/93), Certifications and Representations of Offerors, Non-Construction Contract.</b> This Form is attached hereto as Attachment B to this RFQ document. This 2-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal.
3.1.3	3	<b>Profile of Firm Form.</b> The Profile of Firm Form is attached hereto as Attachment C to this RFQ document. This 2-page Form must be fully completed, executed, and submitted under this tab as a part of the proposal submittal.
3.1.4	4	<b>Proposed Services.</b> The proposer shall place under this tab documentation further explaining the proposer’s services and showing how the proposer intends to fulfill the requirements of the preceding Section 2.0 herein, including, but not limited to:
3.1.4.1		As detailed within Section 4.1, Evaluation Factor No. 1, herein, Demonstrated Evidence of <b>ABILITY</b> to <b>PERFORM THE WORK</b> , including, but not limited to:  (a) Qualifications, experience, and expertise of each team member assigned to the project (principals and primary staff); and  (b) Current project load and capacity of team to effectively manage this project.

<p><b>3.1.4.2</b></p>	<p>As detailed within Section 4.1, Evaluation Factor No. 2, herein, Demonstrated Evidence of <b>PAST SUCCESSFUL EXPERIENCE</b> with grants:</p> <p>(a) Proven track record of securing funding for affordable housing projects through various grant sources, including HUD, RAD and other federal, state and local programs.</p> <p>(b) Experience in developing proposals for mixed-income housing initiatives using innovative and strategic approaches.</p> <p>(c) Experience in drafting grants for housing.</p> <p>(d) Strong background in ensuring compliance with funding requirements, cost control and performance schedules</p> <p>(e) In depth knowledge of local housing regulations, funding programs, and coordination with agencies managing affordable housing initiatives</p> <p>(f) Client Listing.</p>
<p><b>3.1.4.3</b></p>	<p>As detailed within Section 4.1, Evaluation Factor No. 3, herein, Degree to which the proposer illustrates the <b>OVERALL VISION</b> for the project, including, but not limited to:</p> <p>(a) Demonstrated understanding of the project and funding agency’s goals, backed by experience with similar projects or through research.</p> <p>(b) Ability to develop a well-structured grant proposal that aligns with the agency’s objectives, addresses funding challenges, and prioritizes resident needs.</p> <p>(c) Clear and well-defined financial and business terms within the grant proposal.</p>

3.1.4.4		<p>As detailed within Section 4.1, Evaluation Factor No. 4, herein, the proposer team’s Documented <b>ABILITY to OBTAIN FINANCIAL COMMITMENTS</b> from:</p> <p>(a) Federal, state, and local agencies, private investors, and banks including competitive COUNTY HOUSING; and</p> <p>(b) A proven track record of creative and viable financial plans that do not rely principally on the Agency’s funds.</p> <p>(c) Proven ability to maximize private sector participation in the financing of complex residential projects.</p> <p>(d) The advantage of the Business Terms proposed.</p>
3.1.5	5	<p><b>Managerial Capacity/Financial Viability/Staffing Plan.</b> The proposer entity must submit under this tab a concise description of its managerial and financial capacity to deliver the proposed services, including brief professional resumes for the persons identified within areas (5) and (6) of Attachment C, <i>Profile of Firm Form</i>. Such information shall include the proposer’s qualifications to provide the services; a description of the background and current organization of the firm (including a current organizational chart). Please provide two years of financial statements.</p>
3.1.6	6	<p><b>Client Information.</b> The proposer shall submit a listing of former or current clients, including Public Housing Authorities, for whom the proposer has performed similar or like services to those being proposed herein. The listing shall, at a minimum, include:</p>
3.1.6.1		<p>The client’s name;</p>
3.1.6.2		<p>The client’s contact name;</p>
3.1.6.3		<p>The client’s telephone number and e-mail address;</p>
3.1.6.4		<p>A brief narrative description and scope of the service(s) and the dates the services were/are provided.</p>
3.1.7	7	<p><b>Equal Employment Opportunity/Supplier Diversity.</b> The proposer must submit under this tab a copy of its Equal Opportunity Employment Policy and a complete description of the positive steps it will take to ensure compliance, to the greatest extent feasible, with the regulations detailed within the following Section 3.6 herein pertaining to supplier diversity (i.e., small, minority-, and women-owned businesses).</p>
3.1.8	8	<p><b>Subcontractor/Joint Venture Information (Optional Item).</b> The proposer shall identify hereunder whether or not he/she intends to use any subcontractors for this job, if awarded, and/or if the proposal is a joint venture with another firm. Please remember that all information required from the proposer under the proceeding tabs must also be included for any major subcontractors (10% or more) or from any joint venture.</p>

<b>3.1.9</b>	<b>9</b>	<b>Other Information (Optional Item).</b> The proposer may include hereunder any other general information that the proposer believes is appropriate to assist the Agency in its evaluation.
<b>3.1.10</b>	<b>10</b>	<b>Proposed Percentages and Incentives.</b> Each proposer shall submit, unfolded within a separate sealed envelope, the following: As the Agency is vested in the grant activities as a co-Grant Writer, the Agency is therefore keenly interested in a financial structure that provides a stream of income for the development activities. Accordingly, the Grant Writer shall include the proposed financial aspects that address: (1) Whether fees are based on a flat rate, hourly rate, or a percentage of secured grants; (2) Proposed payment schedule (e.g., milestone-based, partial upfront, or upon grant award); and (3) Any value-added services, such as post-award grant management or compliance reporting. NOTE: As detailed within the 1 <sup>st</sup> sentence of this Section, this information will not actually be submitted under a “Tab No. 11.” Failure on the part of a proposer to not submit this information as instructed shall allow the Agency to not consider such proposer to be responsive (such decision shall be at the Agency’s sole desecration).
<b>3.1.11</b>	<b>No Information Placed under a Tab.</b> If no information is to be placed under any of the above noted tabs (especially the "Optional" tabs), please place there under a statement such as "NO INFORMATION IS BEING PLACED UNDER THIS TAB" or "THIS TAB LEFT INTENTIONALLY BLANK." <b>DO NOT</b> eliminate any of the tabs.	
<b>3.1.12</b>	<b>Proposal Submittal Binding Method.</b> It is preferable and recommended that the proposer bind the proposal submittals in such a manner that the Agency can, if needed, remove the binding (i.e., “spiral-type” etc.) or remove the pages from the cover (i.e. 3-ring binder; etc.) to make copies, then conveniently return the proposal submittal to its original condition.	

**3.2 No Fees Proposed.** No fees shall be discussed or proposed, either verbally or in writing, during the RFQ competitive solicitation process. The Agency will, as detailed within the following Sections 4.0 and 5.0 herein, negotiate such fees with the top-rated proposer. As may be detailed herein, if the Agency makes award to one firm only, in such case the Agency does not guarantee any minimum or maximum amount of work as a result of any award ensuing from this RFQ but will reserve the right to award any amount of work on an as-needed basis.

**3.2.1 No Deposit/No Retainer.** The Agency will NOT pay any deposits or retainer fees as a result of award of the ensuing contract. This means that the Agency will pay the successful proposer(s) for actual work performed only.

**3.3 Proposal Submission.** A total of 1 original signature copy (marked “ORIGINAL”) and 2 exact copies (each of the 3 separate proposal submittals shall have a cover and extending tabs) of the “hard copy” proposal submittal, shall be placed unfolded in a sealed package, addressed, and delivered to, prior to the posted Proposal Submittal Deadline:

**County Housing**  
**Attn: Manish Kadaboina, Procurement Officer**

**8865 Natural Bridge  
St. Louis, MO 63121**

**3.3.1 Labeling the Sealed Proposal Package.** The package exterior must clearly denote the above noted RFQ number and must have the proposer's name and return address listed within the upper left-hand area of the front of the sealed package.

**3.3.2 Submission Conditions.** DO NOT FOLD OR MAKE ANY ADDITIONAL MARKS, NOTATIONS, OR REQUIREMENTS ON THE DOCUMENTS TO BE SUBMITTED! Proposers are not allowed to change any requirements or forms contained herein, either by making or entering onto these documents or the documents submitted any revisions or additions; and if any such additional marks, notations or requirements are entered on any of the documents that are submitted to the Agency by the proposer, such may invalidate that proposal. If, after accepting such a proposal, the Agency decides that any such entry has not changed the intent of the proposal that the Agency intended to receive, the Agency may accept the proposal and the proposal shall be considered by the Agency as if those additional marks, notations, or requirements were not entered on such. By accessing the eProcurement Marketplace, registering, and downloading these documents, each prospective proposer that does so is thereby agreeing to confirm all notices that the Agency delivers to him/her as instructed, and by submitting a proposal, the proposer is thereby agreeing to abide by all terms and conditions published herein and by addendum pertaining to this RFQ.

**3.3.3 Submission Responsibilities.** It shall be the responsibility of each proposer to be aware of and to abide by all dates, times, conditions, requirements, and specifications set forth within all applicable documents issued by the Agency, including the RFQ document, the documents listed within the following Section 3.7 herein, and any addenda and required attachments submitted by the proposer. By virtue of completing, signing, and submitting the completed documents, the proposer is stating his/her agreement to comply with all conditions and requirements set forth within those documents. Written notice from the proposer not authorized in writing by the ED to exclude any of the Agency requirements contained within the documents may cause that proposer to not be considered for award.

**3.4 Proposer's Responsibilities — Contact with the Agency.** It is the responsibility of the proposer to address all communication and correspondence pertaining to this RFQ process to the ED only. Proposers must not make inquiry or communicate with any other Agency staff member or official (including members of the Board of Commissioners) pertaining to this RFQ. Failure to abide by this requirement may be cause for the Agency to not consider a proposal submittal received from any proposer who may not have abided by this directive.

**3.4.1 Addenda.** All questions and requests for information must be addressed in writing to the ED. The ED will respond to all such inquiries in writing by addendum to all prospective proposers (i.e., firms or individuals that have obtained the RFQ Documents). During the RFQ solicitation process, the ED will NOT conduct any

*ex parte* (a substantive conversation— “substantive” meaning, when decisions pertaining to the RFQ are made—between the Agency and a prospective proposer when other prospective proposers are not present) conversations that may give one prospective proposer an advantage over other prospective proposers. This does not mean that prospective proposers may not call the ED—it simply means that other than making replies to direct the prospective proposer where his/her answer has already been issued within the solicitation documents, the ED may not respond to the prospective proposer’s inquiries but will direct him/her to submit such inquiry in writing so that the ED may more fairly respond to all prospective proposers in writing by addendum.

### **3.5 Proposer’s Responsibilities — Equal Employment Opportunity and Supplier Diversity.**

Both the Contractor and the Agency have, pursuant to HUD regulation, certain responsibilities pertaining to the hiring and retention of personnel and subcontractors.

#### **3.5.1 Within 2 CFR §200.321 it states:**

**3.5.1.1** Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

**3.5.1.2 (a)** The non-federal entity must take all necessary affirmative steps to ensure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

**3.5.1.3 (2)** Affirmative steps must include:

**3.5.1.3.1 (1)** Placing qualified small and minority businesses and women's business enterprises on solicitation lists.

**3.5.1.3.2 (2)** Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

**3.5.1.3.3 (3)** Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

**3.5.1.3.4 (4)** Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

**3.5.1.3.5 (5)** Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

**3.5.1.3.6** (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

**3.5.2** Within **HUD Procurement Handbook 7460.8 REV 2** it states:

**3.5.2.1 Section 15.5.A, Required Efforts.** Consistent with Presidential Orders 11625, 12138, and 12432, the [COUNTY HOUSING] shall make every effort to ensure that small businesses, MBEs, WBEs, and labor surplus area businesses participate in [COUNTY HOUSING] contracting.

**3.5.2.2 Section 15.5.B, Goals.** COUNTY HOUSING is encouraged to establish goals by which they can measure the effectiveness of their efforts in implementing programs in support of . . . contracting with disadvantaged firms. It is important to ensure that the means used to establish these goals do not have the effect of limiting competition and should not be used as mandatory set-aside or quota, except as may otherwise be expressly authorized in regulation or statute. Some localities have adopted minority contracting set-aside policies or geographic limitations, which may be in conflict with Federal requirements for full and open competition.

**3.5.3** Within our **Agency Procurement Policy** it states that our Agency will:

**3.5.3.1 Assistance to Small and Other Business, Required Efforts:**

**3.5.3.1.1** Including such firms, when qualified, on solicitation mailing lists;

**3.5.3.1.2** Encouraging their participation through direct solicitation of proposals or proposals whenever they are potential sources;

**3.5.3.1.3** Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms;

**3.5.3.1.4** Establishing delivery schedules, where the requirement permits, which encourage participation by such firms;

**3.5.3.1.5** Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce;

**3.5.3.1.6** Requiring prime contractors, when subcontracting is anticipated, to take the positive steps listed above.

**3.5.4 Requirements.** Accordingly, please see Section 3.1.7 within Table No. 2 Herein which details the information pertaining to this issue that the proposer must submit in response to this proposal showing compliance, to the greatest extent feasible, with these regulations.

**3.6 Pre-proposal Conference.** There is not a Pre-proposal Conference scheduled as a part of this RFQ.

**3.7 Recap of Attachments.** It is the responsibility of each proposer to verify that he/she has downloaded the following attachments pertaining to this RFQ, which are hereby by reference included as a part of this RFQ:

[Table No. 2]

(1) RFQ Section	(2) Documen t No.	(3) Attachment	(4) Attachment Description
3.7.1	1.0		This RFQ Document
3.7.2	2.0	A	Form of Proposal
3.7.3	3.0	B	form HUD-5369-B (8/93), <i>Instructions to Offerors, Non-Construction</i>
3.7.4	4.0	C	form HUD-5369-C (8/93), <i>Certifications and Representations of Offerors, Non-Construction Contract</i>
3.7.5	5.0	D	Profile of Firm Form
3.7.6	6.0	E	Section 3 Explanation
3.7.7	7.0	F	Sample Contract Form (please note that this contract and the listed appendices are being given as a sample only—the Agency reserves the right to revise any clause herein and/or to include within the ensuing contract any additional clauses that the Agency feels it is in its best interests to do so)
3.7.7.1	7.1	F-1	Sample Contract Appendix No. 1: form HUD-5370-C (01/2014), <i>General Conditions for Non-Construction Contracts Section I (With or without Maintenance Work)</i>
3.7.7.2	7.2	F-2	Sample Contract Appendix No. 2: form HUD 50071 (01/14), <i>Certification of Payments to Influence Federal Transactions</i> (NOTE: This form will only be completed and included as a part of the ensuing contract if the Agency anticipates that total awards pursuant to the ensuing contract may or will exceed \$100,000.)
3.7.7.3	7.3	F-3	Sample Contract Appendix No. 3: Standard Form LLL (Rev. 01/14), <i>Disclosure of Lobbying Activities</i> (NOTE: This form will typically only be completed

			and included as a part of the ensuing contract if the Contractor designates an affirmative answer to Item No. (2) within the immediate identified form 50071.)
<b>3.7.8</b>	<b>8.0</b>	<b>G</b>	<i>Proposal Calendar</i>
<b>3.7.9</b>	<b>9.0</b>	<b>H</b>	<i>Supplemental Instructions to Proposers &amp; Contractors (SIPC)</i>

**4.0 PROPOSAL EVALUATION.**

**4.1 Evaluation Factors.** The following factors will be utilized by the Agency to evaluate each proposal submittal received; award of points for each listed factor will be based upon the documentation that the proposer submits within his/her proposal submittal and on-line (specifically, the pricing submitted on-line):

**[Table No. 3]**

(1) No.	(2) Max Point Value	(3) Factor Type	(4) Factor Description
1	20 points	Subjective (Technical)	<p>Demonstrated Evidence of <b>ABILITY to PERFORM THE WORK</b>, including, but not limited to:</p> <p>(a) Qualifications, experience, and expertise of each team member assigned to the project (principals and primary staff); and</p> <p>(b) Current project load and capacity of team to effectively manage this project.</p>
2	30 points	Subjective (Technical)	<p>Demonstrated Evidence of <b>PAST SUCCESSFUL EXPERIENCE</b> with grant projects of similar scope and size, including, but not limited to:</p> <p>(a) Proven track record of securing funding for affordable housing projects through various grant sources, including HUD, RAD and other federal, state and local programs.</p> <p>(b) Experience in developing proposals for mixed-income housing initiatives using innovative and strategic approaches.</p> <p>(c) Experience in drafting grants for housing.</p> <p>(d) Strong background in ensuring compliance with funding requirements, cost control and performance schedules</p> <p>(e) In depth knowledge of local housing regulations, funding programs, and coordination with agencies managing affordable housing initiatives</p> <p>(f) Client Listing.</p>

<b>3</b>	<b>20 points</b>	<b>Subjective (Technical)</b>	<p>Degree to which the proposer illustrates the <b>OVERALL VISION</b> for the project, including, but not limited to:</p> <p>(a) Demonstrated understanding of the project and funding agency’s goals, backed by experience with similar projects or through research.</p> <p>(b) Ability to develop a well-structured grant proposal that aligns with the agency’s objectives, addresses funding challenges, and prioritizes resident needs.</p> <p>(c) Clear and well-defined financial and business terms within the grant proposal.</p>
<b>4</b>	<b>20 points</b>	<b>Subjective (Technical)</b>	<p>The proposer team’s Documented <b>ABILITY to OBTAIN FINANCIAL COMMITMENTS</b> from:</p> <p>(a) Federal, Commonwealth, and local agencies, private investors, and banks including competitive COUNTY HOUSING in St. Louis; and</p> <p>(b) A proven track record of creative and viable financial plans that do not rely principally on the Agency’s funds.</p> <p>(c) Proven ability to maximize private sector participation in the financing of complex residential projects.</p>
<b>5</b>	<b>10 points</b>	<b>Subjective (Technical)</b>	<p>The <b>OVERALL QUALITY, ORGANIZATION, and PROFESSIONAL APPEARANCE</b> of the <b>PROPOSAL SUBMITTED</b>, based upon the opinion of the evaluators.</p>
	<b>100 points</b>		<b>Total Points (other than preference points)</b>
<p><b>*NOTE: Points will be awarded for each Subjective Factor by each of the appointed evaluation committee members based on his/her opinion after a thorough review of the information submitted by each proposer within his/her proposal.</b></p>			

**4.2 Evaluation Method.** The eventual award will occur based on the following detailed brief procedures.

**4.2.1 Initial Evaluation for Responsiveness.** Each proposal received will first be evaluated for responsiveness (i.e. meets the minimum of the requirements). NOTE: Please reference Section 3.1 herein.

**4.2.2 Evaluation Packet.** An evaluation packet will be prepared for each evaluator, typically including the following documents:

**4.2.2.1** Instructions to Evaluators;

- 4.2.2.2 Proposal Tabulation Form;
- 4.2.2.3 Written Narrative Form for each proposer;
- 4.2.2.4 Recap of each proposer’s responsiveness;
- 4.2.2.5 Copy of all pertinent RFQ documents.

**4.2.3 Evaluation Committee.** The Agency anticipates that it will select a minimum of a three-person committee to evaluate each of the responsive “hard copy” proposals submitted in response to this RFQ. PLEASE NOTE: No proposer shall be informed at any time during or after the RFQ process as to the identity of any evaluation committee member. If, by chance, a proposer does become aware of the identity of such person(s), he/she **SHALL NOT** make any attempt to contact or discuss with such person anything related to this RFQ. As detailed within Section 3.4 of this document, the designated CO is the only person at the Agency that the proposers shall contact pertaining to this RFQ. Failure to abide by this requirement may (and most likely will) cause such proposer(s) to be eliminated from consideration for award.

**4.2.4 Evaluation.** Procurement Officer will evaluate and award points pertaining to Evaluation Factor No. 6 (the “Objective” Factor). The appointed evaluation committee, or any other person at the Agency, shall evaluate the responsive proposals submitted and award points pertaining to Evaluation Factors No. 1 through No. 5 (the “Subjective” Factors). Upon final completion of the proposal evaluation process, the evaluation committee will forward the completed evaluations to the Procurement Officer.

**4.2.4.1 Points Awarded Range.** Pertaining to the Subjective Factors, please note the following range of points awarded (points pertaining to this RFQ are shaded—please also see the Evaluation Factors detailed within the preceding Section 4.1):

[Table No. 4]

Points Awarded Range						
Classification*	Rating	%	10	20	30	100**
Acceptable	Excellent	95%/+	10	19-20	19-20	95-100
Acceptable	Very Good	90%/+	9	18	18	90-94
Potentially Acceptable	Good	80%/+	8	16-17	16-17	80-89
Potentially Acceptable	Average	70%/+	7	14-15	14-15	70-79

Unacceptable	Poor	<70%	0-6	0-13	0-13	0-69
*Pursuant to Section 7.2.N.3 of HUD Procurement Handbook 7460.8 REV 2.						
**Total available points to be awarded, including cost points, minus preference points.						

- 4.2.5 Potential "Competitive Range" or "Best and Finals" Negotiations.** The Agency reserves the right to, as detailed within Section 7.2.N through Section 7.2.R of HUD Procurement Handbook 7460.8 REV 2, conduct a "Best and Finals" Negotiation, which may include oral interviews, with all firms deemed to be in the competitive range. Any firm deemed not to be in the competitive range shall be notified of such in writing by the Agency in as timely a manner as possible, but in any case within no longer than 10 days after the beginning of such negotiations with the firms deemed to be in the competitive range.
- 4.2.6 Determination of Top-ranked Proposer.** Typically, the subjective points awarded by the evaluation committee will be combined with the objective points awarded by the ED to determine the final rankings. If the evaluation was performed to the satisfaction of the ED, the final rankings may be forwarded to the Housing Authority Board of Commissioners (BOC) at a scheduled meeting for approval. Contract negotiations may, at the Agency's option, be conducted prior to or after the BOC approval.
- 4.2.6.1 Minimum Evaluation Results.** To be considered to receive an award a proposer must receive a total calculated average of at least 70 points (of the 115 total possible points detailed within Section 4.1 herein).
- 4.2.6.2 Ties.** In the case of a tie in points awarded, the award shall be decided as detailed within Section 6.12.C of HUD Procurement Handbook 7460.8 REV 2, by "drawing lots or other random means of selection."
- 4.2.7 Notice of Results of Evaluation.** If an award is completed, all proposers will receive by e-mail a Notice of Results of Evaluation. Such notice shall inform all proposers of:
- 4.2.7.1** Which proposer received the award;
- 4.2.7.2** Where each proposer placed in the process as a result of the evaluation of the proposals received;
- 4.2.7.3** The cost or financial offers received from each proposer;
- 4.2.7.4** Each proposer's right to a debriefing and to protest.
- 4.2.8 Restrictions.** All persons having familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a proposer entity will be excluded from participation on the Agency evaluation committee. Similarly, all persons having ownership interest in and/or contract with a

proposer entity will be excluded from participation on the Agency evaluation committee.

## 5.0 CONTRACT AWARD.

**5.1 Contract Award Procedure.** If a contract is awarded pursuant to this RFQ, the following detailed procedures will be followed:

**5.1.1** By completing, executing and submitting a proposal, the “proposer is thereby agreeing to abide by all terms and conditions pertaining to this RFQ as issued by the Agency, either in hard copy or on the Marketplace” including the contract clauses already attached as Attachments F and F-1 through F-3, each attached hereto. Accordingly, the Agency has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses already published.

**5.2 Contract Conditions.** The following provisions are considered mandatory conditions of any contract award made by the Agency pursuant to this RFQ:

**5.2.1 Contract Form.** The Agency will not execute a contract on the Contractor’s form—contracts will only be executed on the Agency form (please see Sample Contract, Attachments F and F-1 through F-3, each attached hereto), and by submitting a proposal the Contractor agrees to do so (please note that the Agency reserves the right to amend this form as the Agency deems necessary). However, the Agency will during the RFQ process (prior to the posted question deadline) consider any contract clauses that the proposer wishes to include therein and submits in writing a request for the Agency to do so; but the failure of the Agency to include such clauses does not give the Contractor the right to refuse to execute the Agency’s contract form. It is the responsibility of each prospective proposer to notify the Agency, in writing, prior to submitting a proposal, of any contract clause that he/she is not willing to include in the final executed contract and abide by. The Agency will consider and respond to such written correspondence, and if the prospective proposer is not willing to abide by the Agency’s response (decision), then that prospective proposer shall be deemed ineligible to submit a proposal.

**5.2.1.1 Mandatory HUD Forms.** Please note that the Agency has no legal right or ability to (and will not) at any time negotiate any clauses contained within ANY of the HUD forms included as a part of this RFQ.

**5.2.2 Assignment of Personnel.** The Agency shall retain the right to demand and receive a change in personnel assigned to the work if the Agency believes that such change is in the best interest of the Agency and the completion of the contracted work.

**5.2.3 Unauthorized Sub-contracting Prohibited.** The Contractor shall not assign any right, nor delegate any duty for the work proposed pursuant to this RFQ (including, but not limited to, selling or transferring the contract) without the prior written consent of the ED. Any purported assignment of interest or delegation of duty, without the prior written consent of the ED shall be void and may result in the cancellation of the contract with the Agency, or may result in the full or partial

forfeiture of funds paid to the Contractor as a result of the proposed contract; either as determined by the ED.

- 5.3 Contract Period.** The Agency anticipates that it will initially award a contract for the period of 1 year with the option, at the Agency’s discretion, of three additional one-year option periods, for a total maximum contract period of four years.
- 5.4 Licensing and Insurance Requirements.** Prior to award (but not as a part of the proposal submission) the successful proposer will be required to provide:
- 5.4.1 Workers Compensation Insurance.** An original certificate evidencing the proposer’s current industrial (worker’s compensation) insurance carrier and coverage amount (NOTE: Workers Compensation Insurance will be required of any Contractor that has employees other than just the owner working on-site to provide the services);
  - 5.4.2 General Liability Insurance.** An original certificate evidencing General Liability coverage, naming the Agency as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the Agency as an additional insured under said policy (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000, together with damage to premises and fire damage of \$50,000 and medical expenses any one person of \$5,000), with a commercially reasonable deductible (i.e., “commercially reasonable,” meaning not greater than 1% of the “general aggregate minimum” of the policy, with a maximum deductible amount of \$50,000);
  - 5.4.3 Professional Liability Insurance.** An original certificate showing the proposer's professional liability and/or "errors and omissions" coverage (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000), with a commercially reasonable deductible (i.e., “commercially reasonable,” meaning not greater than 1% of the “general aggregate minimum” of the policy, with a maximum deductible amount of \$50,000);
  - 5.4.4 Automobile Insurance.** An original certificate showing the proposer's automobile insurance coverage in a combined single limit of \$1,000,000. For every vehicle utilized during the term of this program, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$50,000/\$100,000 and medical pay of \$5,000.
  - 5.4.5 City and or Commonwealth Business License.** If applicable, a copy of the proposer’s business license allowing that entity to provide such services within the Saint Louis County.
  - 5.4.6 Profile of Firm Form.** The requested related information shall also be entered where provided for on the Profile of Firm Form (DO NOT ATTACH SUBMIT COPIES

WITHIN THE PROPOSAL SUBMITTAL—we will garner the necessary certificates from the Contractor prior to contract execution).

- 5.5 Right to Negotiate Final Fees.** The Agency shall retain the right to negotiate the amount of fees that are paid to the successful proposer(s), meaning the fees proposed by the proposer(s) may, at the Agency’s options, be the basis for the beginning of negotiations. Such negotiations shall occur during a “Best & Finals” process detailed within Section 7.2.N of HUD Procurement Handbook 7460.8 REV 2. The Agency shall also retain the right to negotiate with and make an award to more than one proposer.
- 5.6 Contract Service Standards.** All work performed pursuant to this RFQ must conform and comply with all applicable local, State, and federal codes, statutes, laws, and regulations.
- 5.7 Prompt Return of Contract Documents.** Any and all documents required to complete the contract, including contract signature by the successful proposers, shall be provided to the Agency within 10 workdays of notification by the Agency.

# 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:]

# Certifications and Representations of Offerors

## Non-Construction Contract

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

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

### 1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

### 3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

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

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

#### 4. Organizational Conflicts of Interest Certification

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:
- (i) Award of the contract may result in an unfair competitive advantage;
  - (ii) The Contractor's objectivity in performing the contract work may be impaired; or
  - (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.
- (b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.
- (d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

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

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

#### 6. Conflict of Interest

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

#### 7. Offeror's Signature

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

---

Signature & Date:

---

Typed or Printed Name:

---

Title:

---

**PROFILE OF FIRM FORM  
(RFQ Attachment D)**

(This Form must be fully completed and placed under Tab No. 3 of the “hard copy” tabbed proposal submittal.)

(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 Virginia; (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]

Name	Title	% of Ownership

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

[Table No. 2]

Name	Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Company

PROFILE OF FIRM FORM  
(RFQ Attachment D)

(This Form must be fully completed and placed under Tab No. 3 of the "hard copy" tabbed proposal submittal.)

(7) Proposer 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                       Public-Held                       Government                       Non-Profit  
American (Male)                      Corporation                      Agency                      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-  African     Native     Hispanic     Asian/Pacific     Hasidic  
 Asian/Indian  
Owned\*    American    American    American    American    Jew    American  
\_\_\_\_\_ %    \_\_\_\_\_ %    \_\_\_\_\_ %    \_\_\_\_\_ %    \_\_\_\_\_ %    \_\_\_\_\_ %    \_\_\_\_\_ %

Woman-Owned (MBE)     Woman-Owned (Caucasian)     Disabled Veteran     Other (Specify):  
\_\_\_\_\_ %    \_\_\_\_\_ %    \_\_\_\_\_ %    \_\_\_\_\_ %

WMBE Certification Number:

Certified by (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 Missouri 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:

Signature

Date

Printed Name

Company

COUNTY HOUSING

**PROFILE OF FIRM FORM  
(RFQ Attachment D)**

(This Form must be fully completed and placed under Tab No. 3 of the “hard copy” tabbed proposal submittal.)

**(14) Professional Liability Insurance Carrier:**

**Policy No.**

**Expiration Date:**

---

**Signature**

**Date**

**Printed Name**

**Company**

---

**COUNTY HOUSING**

Section 3 Business Preference Explanation  
(RFQ Attachment E)

Be aware that the Agency previously conducted RFQ's that required proposers and contractors to comply with the requirements of 24 CFR §135, *Economic Opportunities for Low- and Very Low-Income Persons* (a.k.a., Section 3).

However, earlier this year the U.S. Department of Housing and Urban Development (HUD) discontinued these former requirements and implemented the requirements of 24 CFR §5, 14, 75, 91, 92, 93, 135, 266, 570, 574, 576, 578, 905, 964, 983, and 1000, entitled *Enhancing and Streamlining the implementation of Section 3 Requirements for Creating Economic Opportunities for Low- and Very Low-Income Persons and Eligible Businesses*.

Accordingly, these new Section 3 regulations do not require firms proposing to provide "professional services" to a housing agency to implement any programs pertaining to Section 3 when the firm submits a proposal or provides the ensuing services. The Agency will advise all firms if these requirements change.

**Contract Form between the Housing Authority of St. Louis and [Contractor]  
(RFQ Attachment F)**

**INTRODUCTION**

This contract by and between the **County Housing**, and \_\_\_\_\_, (hereinafter “the Contractor”) is hereby entered into this \_\_\_\_ **day of** \_\_\_\_\_, **Year**.

Services pursuant to this contract shall begin on **the** \_\_\_\_ **day of** \_\_\_\_\_, **Year**, and shall end on the \_\_\_\_ **day of** \_\_\_\_\_, **Year**, unless otherwise extended, modified, terminated, or renewed by the parties as provided for within this contract. Unless otherwise detailed herein, all references to “days” shall be calendar days (in the case that the last day referenced falls on a Saturday, Sunday, or legal holiday, then the period of time shall be automatically extended to include the next workday). Also, whenever the term "herein" is referred to, such refers to this contract form, the appendices, and all listed attachments.

**1.0 Definitions.**

- 1.1 Contracting Officer (CO).** County Housing Contracting Officer, typically County Housing Executive Director and CEO, but may be another person delegated such authority by the Executive Director and CEO.
- 1.2 Executive Director and CEO.** County Housing Executive Director and CEO.
- 1.3 Housing Authority.** Any reference herein or within any Appendix to the “Housing Authority” or the "HA" shall be interpreted to mean the same as County Housing.
- 1.4 Request for Proposals (RFP).** A competitive solicitation process conducted by County Housing wherein award was completed to the top-rated responsive and responsible proposer.

**2.0 Services and Payment.**

- 2.1 Scope of Services.** The services provided pursuant to this contract generally consist of those services for County Housing as described herein and within the Appendices. Said services shall be provided on the dates and times determined by County Housing. In addition, County Housing shall retain the right to implement and/or enforce any item issued as a part of CH-RFP-25-P-01.
- 2.2 Provisions of any and all Work (Task Orders).** The Contractor shall not provide any services (other than that already detailed herein) without the receipt of a completed Contract Task Order from the authorized County Housing representative. This Task Order may take the form of an e-mail.
- 2.3 Cost/Value of Services.**
  - 2.3.1 Contract Value.** The current total Not-To-Exceed (NTE) value of this contract is:  
\$\_\_\_\_.\_\_\_\_

**Contract Form between the Housing Authority of St. Louis and [Contractor]  
(RFQ Attachment F)**

**2.3.1.1** The Contractor exceeds the NTE amount at his/her own risk. The Contractor is under no obligation to provide additional services that would cause the Contractor's fees to exceed the NTE amount without prior revision of this amount by written change order. Further, County Housing reserves the right to amend this amount (increase/decrease) at any time during the ensuing contract period(s) when County Housing determines doing so is in its best interests.

**2.4 Renewal Options.** This contract is initially executed for the period of 1 year with the option, at County Housing's discretion, of option periods.

**2.5 Time Performance.** The Contractor will complete each assigned task as assigned by County Housing.

**2.6 Billing Method.**

**2.6.1** To receive payment for services rendered pursuant to this contract the Contractor shall submit a fully completed invoice for work previously performed to:

**COUNTY HOUSING  
8865 NATURAL BRIDGE  
ST. LOUIS, MO 63121**

**2.6.2** At a minimum, the invoice shall detail the following information:

**2.6.2.1** Unique invoice number;

**2.6.2.2** Contractor's name, address, and telephone number;

**2.6.2.3** Date of invoice and/or billing period;

**2.6.2.4** Applicable Contract No.;

**2.6.2.5** Applicable Purchase Order No.;

**2.6.2.6** Brief description of services rendered, including applicable time-frame, total hours being billed for each service at each detailed site, and at the approved rate (may be submitted in the form of a report);

**2.6.2.7** Task Order, approved by County Housing Executive Director and CEO; and

**2.6.2.8** Total dollar amount being billed.

**Contract Form between the Housing Authority of St. Louis and [Contractor]  
(RFQ Attachment F)**

**2.6.3** County Housing will pay each such properly completed invoice received on a Net/30 basis. Any invoice received not properly completed will not be paid unless and/or until the Contractor complies with the applicable provisions of this contract.

**3.0 County Housing's Obligations.** Pursuant to this contract, County Housing agrees to provide the specific services detailed herein and shall be responsible for the following:

**3.1** County Housing agrees to not provide to the Contractor any Task Order assigning work to the Contractor without the prior approval of the Executive Director and CEO.

**4.0 Contractor's Obligations.** Pursuant to this contract, the Contractor agrees to provide the specific services detailed herein and shall be responsible for the following:

**4.1 Supervision and Oversight.** The Contractor shall be solely responsible for providing supervision and oversight to all the Contractor's personnel that are assigned to this contract.

**4.2 Qualified Personnel.** The Contractor warrants and represents that it will assign only qualified personnel to perform the services outlined herein and within the appendices. For the purposes of this contract, the term "qualified personnel" shall mean those personnel that have been investigated, tested, and trained in the manner described within this contract and, as proposed by the Contractor within its proposal or as provided by the Contractor during the Contractor's normal conduct of business.

**4.3 Compliance with Federal and State Laws.** All services provided by the Contractor, pursuant to this contract, shall be done in accordance with applicable all Federal, State, and local laws, regulations, codes, and ordinances.

**4.4 Insurance Requirements.**

**4.4.1 Indemnity.** The complete indemnity requirements are detailed within Section 11.19 herein.

**4.4.2 Insurances.** In this regard, the Contractor shall maintain the following insurance coverage during the effective term(s) of this contract:

**4.4.2.1 General Liability Insurance.** An original certificate evidencing General Liability coverage, naming County Housing as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of County Housing as an additional insured under said policy (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000, together with damage to premises and fire damage of \$50,000 and medical expenses any one person of \$5,000), with a commercially reasonable deductible (i.e.,

**Contract Form between the Housing Authority of St. Louis and [Contractor]  
(RFQ Attachment F)**

“commercially reasonable,” meaning not greater than 1% of the “general aggregate minimum” of the policy, with a maximum deductible amount of \$50,000);

**4.4.2.2 Professional Liability Insurance.** An original certificate showing the proposer's professional liability and/or "errors and omissions" coverage (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000), with a commercially reasonable deductible (i.e., “commercially reasonable,” meaning not greater than 1% of the “general aggregate minimum” of the policy), with a maximum deductible amount of \$50,000);

**4.4.2.3 Automobile Liability Insurance.** Automobile Liability coverage in a combined single limit of \$1,000,000. For every vehicle utilized during the term of this contract, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$100,000/\$300,000 and medical pay of \$5,000, with a deductible not greater than \$5,000.

**4.4.2.4 Worker's Compensation Insurance.** Worker's compensation coverage evidencing carrier and coverage amount.

**4.4.2.5 Certificates/Endorsements.** The Contractor shall provide to County Housing with current certificate(s)/endorsement(s) evidencing the insurance coverage referenced above. Failure to maintain the above-reference insurance coverage, including naming County Housing as an additional insured (where appropriate) during the term(s) of this contract shall constitute a material breach thereof. Insurance certificate(s)/endorsement(s) shall be delivered to the following person representing County Housing:

**Manish Kadaboina – Procurement Officer  
COUNTY HOUSING  
8865 NATURAL BRIDGE  
ST. LOUIS, MO 63121**

**4.5 Licensing.** The Contractor shall also provide to County Housing a copy of any required licenses. Failure to maintain these licenses in a current status during the term(s) of this contract shall constitute a material breach thereof.

**4.6 Financial Viability and Regulatory Compliance.**

**4.6.1** The Contractor warrants and represents that its corporate entity is in good standing with all applicable federal, state, and local licensing authorities and that it possesses all requisite licenses to perform the services required by this

**Contract Form between the Housing Authority of St. Louis and [Contractor]  
(RFQ Attachment F)**

contract. The Contractor further warrants and represents that it owes no outstanding delinquent federal, state, or local taxes or business assessments.

**4.6.2** The Contractor agrees to promptly disclose to County Housing any IRS liens or insurance or licensure suspension or revocation that may adversely affect its capacity to perform the services outlined within this contract. The failure by the Contractor to disclose such issue to County Housing in writing within 5 days of such notification received will constitute a material breach of this contract.

**4.6.3** The Contractor further agrees to promptly disclose to County Housing any change of more than 50% of its ownership and/or any declaration of bankruptcy that the Contractor may undergo during the term(s) of this contract. The failure of the Contractor to disclose any change of more than 50% of its ownership and/or its declaration of bankruptcy within 5 days of said actions shall constitute a material breach of this contract.

**4.6.4** All disclosures made pursuant to this section of the contract shall be made in writing and submitted to County Housing within the time periods required herein.

**4.7 Confidentiality.** The Contractor, in connection with performing his/her services hereunder, will have access to or may be provided certain confidential information concerning County Housing and agrees that any information concerning the finances, accounting practices, business, client, client lists, property information, client data, records of County Housing or any other information which a reasonable person could conclude that should remain confidential (collectively Confidential Information), will not be disclosed to any party and without limitation, any employee of County Housing or any client or potential client of County Housing at any time, except for the Contractor's legal counsel, accounts, or financial advisors, who will also hold such Confidential Information in confidence. The Contractor acknowledges that the information is being provided with the sole understanding that all Confidential Information will remain confidential and will be held in the strictest confidence. The Contractor further acknowledges that any disclosure of the Confidential Information, whether intentional or inadvertent, may harm County Housing. County Housing will have the right to enforce this Contract by specific performance, as well as hold the Contractor liable for any damages caused by any disclosure of any Confidential Information, whether intentional or inadvertent. The Contractor agrees that he has received valuable consideration for the entering into of this Contract and agrees to be bound all of its terms and conditions. This Contract will be binding on the Contractor and any attorney, accountant, financial advisor who also may be provided Confidential Information.

**5.0 Modification.** This contract shall not be modified, revised, amended, or extended except by written addendum, preferably executed by both parties, but County Housing shall retain the right to issue

**Contract Form between the Housing Authority of St. Louis and [Contractor]  
(RFQ Attachment F)**

a unilateral addendum (pursuant to HUD regulation, the Contractor shall not have the same right). County Housing acknowledges that such “unilateral addendum” must not be otherwise in conflict with the current requirements already stated within this contract, or any appendix attached thereto, or in conflict with any relevant regulation or law; in either case, if a unilateral addendum is issued in conflict with the current requirements of the contract, and the amended conditions are deemed necessary by County Housing, and if the amended conditions cause the Contractor to be required to provide additional services, County Housing will negotiate suitable additional compensation to the Contractor to compensate the Contractor for the additional work caused by the unilateral addendum issued (such “additional compensation” shall be negotiated pursuant to the approved hourly rate that the Contractor proposed in response to the RFP).

**6.0 Severability.** The invalidity of any provision of this contract, as determined by a court of competent jurisdiction and/or HUD, shall in no way affect the validity of any other provision herein.

**7.0 Applicable Laws.**

**7.1 Compliance with Federal and State Laws.** All services provided by the Contractor, pursuant to this contract, shall be done in accordance with all applicable Federal, State, and local laws, regulations, codes, and ordinances.

**7.2 Jurisdiction of Law.** The laws of the State of Missouri shall govern the validity, construction, and effect of this contract, unless said laws are superseded by, or in conflict with applicable federal laws and/or federal regulations. This contract will be binding upon the parties, their heirs, beneficiaries, and devisees of the parties hereto. The parties agree that the courts of St. Louis County is the appropriate forum for any action relating to this contract. Should any party hereto retain counsel for the purpose of initiating litigation or arbitration to enforce, prevent the breach of any provision hereof, or for any other judicial remedy, then the prevailing party shall be entitled to be reimbursed by the losing party for all costs and expenses incurred thereby, including, but not limited to, reasonable attorney’s fees and costs incurred by such prevailing party. This contract may be signed in counterparts.

**7.3 Build America, Buy America Act (BABAA) Compliance.** Some or all of the funding for payment of services under this contract will be from funds made available through a Federal financial assistance program, as defined under the Build America, Buy America Act (41 U.S.C. §§ 8301-8305) (BABAA). The Contractor shall comply with the Build America, Buy America Act (BABAA) requirements, which mandate that all iron, steel, manufactured products, and construction materials used in infrastructure projects must be produced in the United States. The Contractor is responsible for ensuring that all materials used in the execution of this contract meet the BABAA standards, and Contractor must provide to County Housing documentation or such other information as County Housing may request verifying Contractor’s compliance with BABAA under this contract and in providing the services under this contract.

**Contract Form between the Housing Authority of St. Louis and [Contractor]  
(RFQ Attachment F)**

**8.0 Notices, Invoices, and Reports.**

**8.1** All notices and reports submitted to County Housing by the Contractor pursuant to this contract shall be in writing and delivered to the attention of the following person representing County Housing:

**Manish Kadaboina – Procurement Officer  
COUNTY HOUSING  
8865 NATURAL BRIDGE  
ST. LOUIS, MO 63121**

or, if appropriate, e-mailed to: **purchasing@countyhousing.org**.

**8.2** All notices submitted to the Contractor pursuant to this contract shall be in writing and mailed to the attention of:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

or, if appropriate, shall be e-mailed to: \_\_\_\_\_@\_\_\_\_\_.

**9.0 Disputed Billings (Charges).**

**9.1 Procedures:** In addition to the procedures detailed within Clause No. 7 of Contract Appendix No. 1, form HUD-5370-C (01/2014), *General Conditions for Non-Construction Contracts, Section I—(With or without Maintenance Work)*, in the event that County Housing disputes any portion of its billing(s), County Housing shall pay the undisputed portion of such billing and initiate the dispute-resolving procedures, as follows:

**9.1.1** County Housing's representative shall, within 10 days after County Housing's receipt of such billing, formally notify the Contractor's representative of all particulars pertaining to the dispute, and request that he/she investigate and respond to this issue.

**9.1.2** If such dispute cannot be resolved by the Contractor's response, within 10 days after such notification is given, the CO and the Contractor's representative shall meet to discuss the matter and attempt to arrive at a resolution.

**9.1.3** If the CO and the Contractor's representative are unable to resolve the dispute through such discussion within 10 days, County Housing shall, within 10 days thereafter, either (herein, "appropriate," at the sole decision and discretion of County Housing):

**Contract Form between the Housing Authority of St. Louis and [Contractor]  
(RFQ Attachment F)**

- 9.1.3.1 Pay the disputed charges and reserve the right to submit the matter to the appropriate court in the St. Louis County, MO; or,
- 9.1.3.2 Not pay the disputed charge and submit the matter to the appropriate court in the St. Louis County, MO; or,
- 9.1.3.3 Not pay the disputed charge and allow the Contractor to submit the matter either to the appropriate court in the St. Louis County, MO.

**10.0** **2 CFR §200.326, Appendix II, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.** Pursuant to this CFR, as issued by the Office of the U.S. Secretary of HUD, County Housing, and the Contractor each agree to comply with the following provisions and agree that any contract that ensues as a result of this RFP will include the following clauses, whether inserted or by reference:

**10.1 Remedies for Contractor Breach.** Pertaining to contract-related issues, it is the responsibility of both County Housing and the Contractor to communicate with each in as clear and complete a manner as possible. If at any time during the term of this contract County Housing or the Contractor is not satisfied with any issue, it is the responsibility of that party to deliver to the other party communication, in writing, fully detailing the issue and corrective action (please note that County Housing has the right to issue unilateral addendums to this contract, but the Contractor does not have the same right). The other party shall, within 10 days, respond in writing to the other party (however, County Housing shall retain the right to, if conditions warrant, require the Contractor to respond in a shorter period of time). Further, County Housing shall, at a minimum, employ the following steps in dealing with the Contractor as to any performance issues:

**10.1.1** If the Contractor is in material breach of the contract, County Housing may promptly invoke the termination clause detailed within Section No. 3 of Contract Appendix No. 1, form HUD-5370-C (01/2014), *General Conditions for Non-Construction Contracts, Section I—(With or without Maintenance Work)*, which is attached hereto, and terminate the contract for cause. Such termination must be delivered to the Contractor in writing and shall fully detail all pertinent issues pertaining to the cause of and justification for the termination.

**10.1.2** Prior to termination, County Housing may choose to warn the Contractor, verbally or in writing, of any issue of non-compliant or unsatisfactory performance. Such written warning may include placing the Contractor on probation, thereby giving the Contractor a certain period of time to correct the deficiencies or potentially suffer termination. County Housing shall maintain in the contract file a written record of any such warning detailing all pertinent information. If the Contractor does not agree with such action, the Contractor shall have ten 10 days to dispute or protest, in writing, such action; if he/she does not do so within the 10-day period, he/she shall have no recourse but to accept and agree with County Housing's position on the issue. The written

**Contract Form between the Housing Authority of St. Louis and [Contractor]  
(RFQ Attachment F)**

protest must detail all pertinent information pertaining to the dispute, including justification detailing County Housing’s alleged incorrect action(s).

**10.1.3** After termination, if the Contractor does not agree with County Housing’s justification for the termination, the Contractor shall have 10 days to dispute, in writing, such action; if he/she does not do so within the 10-day period, he/she shall have no recourse but to accept and agree with County Housing’s position on the issue. The written protest must detail all pertinent information pertaining to the dispute, including justification detailing County Housing’s alleged incorrect action(s).

**10.1.4** The response to any protest received shall be conducted in accordance with Section No. 4.0 of the *Supplemental Instructions to Proposers and Contractors (SIPC)* document.

**10.2 Termination for Cause and Convenience.** For all contracts in excess of \$10,000, as detailed within Clause No. 3 of Contract Appendix No. 1, form HUD-5370-C (01/2014), *General Conditions for Non-Construction Contracts, Section I—(With or without Maintenance Work)*, attached hereto. In addition to the immediate-foregoing, if County Housing terminates the Contractor for convenience, County Housing is obligated to, as detailed within Section 11.6.C.2 of HUD Procurement Handbook 7460.8 REV 2, negotiate with and pay to the Contractor a “reasonable allowance for profit” for the remainder of the contracted period.

**10.3 Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

**10.4 Davis-Bacon Act, as amended (40 U.S.C.3141–3148).** When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C.3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors [are] required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors [are] required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding County Housing. The contracts must also

**Contract Form between the Housing Authority of St. Louis and [Contractor]  
(RFQ Attachment F)**

include a provision for compliance with the **Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”)**. The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding County Housing.

- 10.5 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708).** Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 10.6 Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding County Housing.
- 10.7 Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—**Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C.1251–1387). Violations must be reported to the Federal awarding County Housing and the Regional Office of the Environmental Protection County Housing (EPA).
- 10.8** Mandatory standards and policies relating to **energy efficiency** which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

**Contract Form between the Housing Authority of St. Louis and [Contractor]  
(RFQ Attachment F)**

- 10.9 Debarment and Suspension (Executive Orders 12549 and 12689)**—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 10.10 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any County Housing, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 10.11 §200.322 Procurement of recovered materials.** A non-Federal entity that is a state County Housing or County Housing of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection County Housing (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**11.0 Additional Considerations.**

**11.1 Right of Joinder.**

- 11.1.1** Any political subdivision within the State of Missouri (or any other jurisdiction within the United States) may be granted the privilege of joining the awarded contract, only at the option of the Contractor. If the Contractor so grants such a privilege, the terms and conditions of the RFP documents, including the ensuing contract, may be passed on to the joining political subdivision by the Contractor.
- 11.1.2** The Contractor shall retain the unilateral right to allow or disallow any political subdivision the privilege of joining the awarded contract. In the event the Contractor allows another political subdivision to join the Agency contract, it is expressly understood that the Agency

**Contract Form between the Housing Authority of St. Louis and [Contractor]  
(RFQ Attachment F)**

shall in no way be liable for the joining political subdivision obligations to the Contractor in any manner whatsoever.

**Non-Escalation.** Unless otherwise specified within the RFP documents, the unit prices reflected on the contract shall remain firm with no provision for price increases during the term of the contract.

**11.2 Funding Restrictions and Order Quantities.** County Housing reserves the right to reduce or increase estimated or actual quantities in whatever amount necessary without prejudice or liability to County Housing, if:

**11.2.1** Funding is not available; or,

**11.2.2** Legal restrictions are placed upon the expenditure of monies for this category of service or supplies; or,

**11.2.3** County Housing's requirements in good faith change after award of the contract.

**11.3 Local, State, and/or Federal Permits.** Unless otherwise stated in the RFP documents, all local, State or Federal permits which may be required to provide the services ensuing from award of this RFP, whether or not they are known to either County Housing or the proposers at the time of the proposal submittal deadline or the award, shall be the sole responsibility of the Contractor and any costs that were submitted by the Contractor in response to the RFP shall reflect all costs required by the Contractor to procure and provide such necessary permits.

**11.4 Taxes.** All persons doing business with County Housing are hereby made aware that County Housing is exempt from paying Alabama State Sales and Use Taxes and Federal Excise Taxes. A letter of Tax Exemption will be provided upon request.

**11.5 Government Standards.** It is the responsibility of the proposer to ensure that all items and services proposed conform to all local, State and Federal law concerning safety (OSHA) and environmental control (EPA, County, and State Pollution Regulations) and any other enacted ordinance, code, law, or regulation. The Contractor shall be responsible for all costs incurred for compliance with any such possible ordinance, code, law, or regulation. No time extensions shall be granted, or financial consideration given, to the Contractor for time or monies lost due to violations of any such ordinance, code, law, or regulations that may occur.

**11.6 Freight on Bill and Delivery.** All costs submitted by the proposer shall reflect the cost of delivering the proposed items and/or services to the location(s) specified within the RFP documents or within the contract.

**11.6.1** The Contractor agrees to deliver to the designated location(s) on or before the date specified in the finalized contract. Failure to deliver on or before the

**Contract Form between the Housing Authority of St. Louis and [Contractor]  
(RFQ Attachment F)**

specified date constitutes an event of default by the Contractor. Upon default, the Contractor agrees that County Housing may, at its option, rescind the finalized contract under the default clause herein and seek compensatory damages as provided by law.

**11.7 Backorders.**

**11.7.1** The CO must be notified in writing by the Contractor within 10 days of any and all backordered materials and/or any incomplete services, and the estimated delivery date.

**11.7.2** Unless otherwise stipulated in the contract, any order that will take more than a maximum of 10 days past the original agreed upon delivery date, may at the option of County Housing, be canceled and ordered from another source, if, in the opinion of the CO, it is in the best interests of County Housing to do so.

**11.8 Work on County Housing Property.** If the Contractor's work under the contract involves operations by the Contractor on County Housing premises, the Contractor shall take all necessary precautions to prevent the occurrence of any injury to persons or property during the progress of such work and, except to the extent that any such injury is caused solely and directly by County Housing's negligence, shall indemnify County Housing, and their officers, agents, servants and employees against all loss which may result in any way from any act or omission of the Contractor, its agents, employees, or subcontractors.

**11.9 Official, Agent and Employees of County Housing Not Personally Liable.** It is agreed by and between the parties hereto that in no event shall any official, officer, employee, or agent of County Housing in any way be personally liable or responsible for any covenant or agreement herein contained, whether either expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this agreement.

**11.10 Subcontractors.** Unless otherwise stated within the RFP documents, the Contractor may not use any subcontractors to accomplish any portion of the services described within the RFP documents or the contract without the prior written permission of the CO.

**11.11 Salaries and Expenses Relating to the Contractors Employees.** Unless otherwise stated within the RFP documents, the Contractor shall pay all salaries and expenses of, and all Federal, Social Security taxes, Federal and State Unemployment taxes, and any similar taxes relating to its employees used in the performance of the contract. The Contractor further agrees to comply with all Federal, State, and local wage and hour laws and all licensing laws applicable to its employees or other personnel furnished under this agreement.

**11.12 Attorney's Fees.** In the event that one party commences litigation hereto against the other in connection with the enforcement of any provision of this agreement, the prevailing party shall be paid by the losing party all court costs and other expenses of such litigation,

**Contract Form between the Housing Authority of St. Louis and [Contractor]  
(RFQ Attachment F)**

including reasonable attorneys' fees. The amount so allowed as attorneys' fees shall be taxed to the losing party as costs of the suit, unless prohibited by law.

**11.13 Independent Contractor.** Unless otherwise stated within the RFP documents or the contract, the Contractor is an independent Contractor. Nothing herein shall create any association, County Housing, partnership, or joint venture between the parties hereto and neither shall have any authority to bind the other in any way.

**11.14 Severability.** If any provision of this agreement or any portion or provision hereof applicable to any particular situation or circumstance is held valid, the remainder of this agreement or the remainder of such provision (as the case may be), and the application thereof to other situations or circumstances shall not be affected thereby.

**11.15 Waiver of Breach.** A waiver of either party of any terms or condition of this agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations, and agreements contained in this agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, obligation or agreement of either party.

**11.16 Time of the Essence.** Time is of the essence under this agreement as to each provision in which time of performance is a factor.

**11.17 Limitation of Liability.** In no event shall County Housing be liable to the Contractor for any indirect, incidental, consequential, or exemplary damages.

**11.18 Indemnification.**

**11.18.1** The Contractor shall indemnify, defend, and hold County Housing (and its officers, employees, and agents) harmless from and against any and all claims, damages, losses, suits, actions, decrees, judgments, attorney's fees, court costs and other expenses of any kind or character, which are caused by, arise out of, or occur due to any failure of the Contractor to (1) abide by any of the applicable professional standards within its industry, or (2) comply with the terms, conditions, or covenants that are contained in this contract, (3) comply with the Alabama "Industrial Insurance Act," or any other similar law, ordinance, or decree; or (4) ensure that the any subcontractors abide by the terms of this provision and this contract; provided, however, that Contractor will not be required to indemnify County Housing against any loss or damage which was specifically caused by County Housing providing inaccurate information to the Contractor, failing to provide necessary and requested information to the Contractor, or refusal to abide by any recommendation of the Contractor.

**11.18.2** In this connection, it is expressly agreed that the Contractor shall, at its own expense, defend County Housing, its officers, employees, and agents, against any and all claims, suits or actions which may be brought against them, or any

**Contract Form between the Housing Authority of St. Louis and [Contractor]  
(RFQ Attachment F)**

of them, as a result of, or by reason of, or arising out of, or on account of, or in consequence of any act or failure to act the consequences of which the Contractor has indemnified County Housing. If the Contractor shall fail to do so, County Housing shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs of such defense to the Contractor including attorney's fees and court costs.

**11.18.3** Any money due to the Contractor under and by virtue of this contract, which County Housing believes must be withheld from the Contractor to protect County Housing, may be retained by County Housing so long as it is reasonably necessary to ensure County Housing's protection; or in case no money is due, its surety may be held until all applicable claims have been settled and suitable evidence to that effect furnished to County Housing provided, however, neither the Corporation's payments shall not be withheld, and its surety shall be released, if the Contractor is able to demonstrate that it has adequate liability and property damage insurance to protect County Housing from any potential claims.

**11.18.4** The Contractor shall provide that any contractual arrangement with a subcontractor shall be in conformance with the terms of this Contract including the terms of this indemnity provision. The Contractor guarantees that it will promptly handle and rectify any and all claims for materials, supplies and labor, or any other claims that may be made against it or any of its subcontractors about the contract.

**11.20 Lobbying Certification.** By execution of this contract with County Housing the Contractor thereby certifies, to the best of his or her knowledge and belief, that:

**11.20.1** No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an County Housing, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

**Contract Form between the Housing Authority of St. Louis and [Contractor]  
(RFQ Attachment F)**

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

**11.21 Additional Federally Required Orders/Directives.** In addition to complying will all other orders, laws, directives and covenants described in this contract, both parties agree that they will comply with the following orders, laws, directives and covenants, where applicable:

**11.21.1 Executive Order 11061**, as amended, which directs the Secretary of HUD to take all action which is necessary and appropriate to prevent discrimination by agencies that utilize federal funds.

**11.21.2 Public Law 88-352, Title VI of the Civil Rights Act of 1964**, which provides that no person in the United States shall, on the basis of race, color, national origin, or sex, be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity which receives federal financial assistance. County Housing hereby extends this requirement to the Contractor and its private contractors. Specific prohibited discriminatory actions and corrective actions are described in Chapter 2, Subtitle C, Title V of the Anti-Drug Abuse Act of 1988 (42 U.S.C. 19901 et. seq.).

**11.21.3 Public Law 90-284, Title VIII of the Civil Rights Act of 1968.**, popularly known as the Fair Housing Act, which provides for fair housing throughout the United States and prohibits any person from discriminating in the sale or rental of housing, the financing of housing or the provision of brokerage services, including in any way making unavailable or denying a dwelling to any person because of race, color, religion, sex, or national origin. Pursuant to this statute, County Housing requires that the Contractor administer all programs and activities, which are related to housing and community development in such a manner as affirmatively to further fair housing.

**11.21.4 The Age Discrimination Act of 1975**, which prohibits discrimination on the basis of age.

**11.21.5 Anti-Drug Abuse Act of 1988** (42 U.S.C. 11901 et. seq.).

**11.21.6 HUD Information Bulletin 909-23** which is the following:

**11.21.6.1** Notice of Assistance Regarding Patent and Copyright Infringement; and,

**11.21.6.2** Clean Air and Water Certification; and,

**Contract Form between the Housing Authority of St. Louis and [Contractor]  
(RFQ Attachment F)**

**11.21.6.3** Energy Policy and Conversation Act.

**11.21.7** That the funds that are provided by County Housing and HUD hereunder shall not be used, directly or indirectly, to employ, award a contract to, or otherwise engage the services of any debarred, suspended, or ineligible Contractor.

**11.21.8** That none of the personnel who are employed in the administration of the work required by this contract shall, in any way or to any extent, be engaged in the conduct of political activities in violation of Title V, Chapter 15, of the United States Code.

**11.21.9** The mention herein of any statute or Executive Order is not intended as an indication that such statute or Executive Order is necessarily applicable not is the failure to mention any statute or Executive Order intended as an indication that such statute or Executive Order is not applicable. In this connection, therefore each provision of law and each clause, which is required by law to be inserted in this agreement, shall be deemed to have been inserted herein, and this agreement shall be read and enforced as though such provision or clause had been physically inserted herein. If, through mistake or otherwise, any such provision is not inserted or is inserted incorrectly, this agreement shall forthwith be physically amended to make such insertion or correction upon the application of either part.

**12.0 Section 3 Clause.** Pursuant to recently-issued HUD regulation, Section 3 in no longer pertinent to this contract; accordingly, the previously issued Section 3 Clause is not included as a part of this contract.

**13.0 Appendices.** The following noted documents are placed under each of the noted appendix and are a part of this contract:

[Table No. 1]

**Contract Form between the Housing Authority of St. Louis and [Contractor]  
(RFQ Attachment F)**

Section No.	Contract Appendix No.	Appendix Description
13.1	1	form HUD-5370-C (01/2014), <i>General Condition for Non-Construction Contracts, Section I—(With or without Maintenance Work)</i>
13.2	2	form HUD 50071 (01/14), <i>Certification of Payments to Influence Federal Transactions</i> (NOTE: This form will only be completed and included as a part of the ensuing contract if County Housing anticipates that total awards pursuant to the ensuing contract may or will exceed \$100,000.
13.3	3	Standard Form LLL (Rev. 7-97), <i>Disclosure of Lobbying Activities</i> (NOTE: This form will only be completed and included as a part of the ensuing contract if the Contractor designates an affirmative answer to Item No. (2) within the immediate identified form 50071.)
13.5	5	Scope of Work
13.6	6	The unit fee(s) that apply to each procurement that ensues from this contract

**Contract Form between the Housing Authority of St. Louis and [Contractor]  
(RFQ Attachment F)**

<b>13.8</b>	<b>Inclusion by Reference.</b> Included by reference is any document or clause issued as a part of CH-RFP-25-P-01, or within the Contractors proposal submittal, that County Housing may choose to include at any time during the performance of this contract or any options exercised thereto by County Housing (NOTE: This inclusion shall be the unilateral right of County Housing and not the Contractor). Further, any document that may be referenced herein that has not been listed above is hereby incorporated herein by reference, and a copy of each such document is available from County Housing upon written request for such from the Contractor.
<b>13.9</b>	<b>Order of Precedence.</b> Please note that, in the case of any discrepancy between this contract and any of the above noted appendices, the requirement(s) detailed within the body of this contract shall take first precedence, then the requirement(s) detailed within each appendix shall take precedence in the order that they are listed above (meaning, the requirement(s) detailed within the lower listed item may not overrule any requirement(s) detailed within a higher listed item).

**14.0 CERTIFICATIONS.** The undersigned representative of each party hereby acknowledges by signature below that they have reviewed the foregoing and understand and agree to abide by their respective obligations as defined herein:

**[The Contractor]:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
[Name], [Title]

**County Housing:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Shannon Koenig, Executive Director, and CEO

# General Conditions for Non-Construction Contracts

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

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

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 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 \$150,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 905.100) **greater than \$2,000 but not more than \$150,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$150,000 – use Sections I and II.**

### Section I - Clauses for All Non-Construction Contracts greater than \$150,000

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

#### 8. Contract Termination; Debarment

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

#### 9. Assignment of Contract

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

#### 10. Certificate and Release

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

#### 11. Organizational Conflicts of Interest

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

#### 12. Inspection and Acceptance

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

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

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

### 13. Interest of Members of Congress

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

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

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

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

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

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

(ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

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

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

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

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

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

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

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

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

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

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

(2) Professional and technical services.

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

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

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

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

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

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

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

(iii) Selling activities by independent sales representatives.

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

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

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

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

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

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

## 16. Equal Employment Opportunity

During the performance of this contract, the

Contractor/Seller agrees as follows:

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

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

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

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

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

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

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

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

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

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

## 17. Equal Opportunity for Workers with Disabilities

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

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

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

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

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

The [contractor/seller] must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Braille 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 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

## 22. Procurement of Recovered Materials

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

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

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

# Certification of Payments to Influence Federal Transactions

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

Public reporting burden for this information collection is estimated to average 30 minutes. This includes the time for collecting, reviewing, and reporting data. The information requested is required to obtain a benefit. This form is used to ensure federal funds are not used to influence members of Congress. There are no assurances of confidentiality. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

Applicant Name

Program/Activity Receiving Federal Grant Funding

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

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

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

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

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

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

**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title

Signature

Date (mm/dd/yyyy)

# DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, <i>if known</i> :  <b>Congressional District, if known:</b>	<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>   <b>Congressional District, if known:</b>	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, <i>if applicable</i> : _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b> \$ _____	
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i>	<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

**REQUEST FOR PROPOSALS (RFQ) CH-RFP-25-P-02, GRANT WRITER**

**Proposal Timeline  
(RFQ Attachment G)**

**(1)** COUNTY HOUSING intends to make an award for Grant Writer but reserves the right to make no awards.

**Notional Schedule and Award Date.**

<b>RFP Release</b>	<b>03 March 2025</b>
<b>Questions Due</b>	<b>17 March 2025</b>
<b>Responses to- Questions Due</b>	<b>24 March 2025</b>
<b>Proposals Due</b>	<b>31 March 2025</b>
<b>Contract Award</b>	<b>14 April 2025</b>

**Supplemental Instructions to Proposers & Contractors (SIPC)  
(RFQ Attachment H)**

**Table of Contents**

<b>Section</b>	<b>Description</b>	<b>Page</b>
<b>1.0</b>	<b>General Conditions</b>	<b>2</b>
1.1	Applicability	2
1.2	Definitions	2
<b>2.0</b>	<b>Conditions to Propose</b>	<b>4</b>
2.1	Pre-qualification of Proposers	4
2.2	RFQ Forms, Document Specifications, and Drawings	4
2.3	Proposal Preparation, Submission, and Receipt by the Agency	4
2.4	Exceptions to Specifications	6
2.5	Lump Sum Cost Breakdown (LSCB)	6
<b>3.0</b>	<b>Proposal Evaluation</b>	<b>7</b>
3.1	Proposal Opening Results	7
3.2	Award of Proposal(s)	7
3.3	Rejection of Proposals	8
3.4	Cancellation of Award	8
3.5	Mistake in Proposal Submitted	8
3.6	Irregular Proposal Submitted	8
3.7	Disqualification of Proposers	9
3.8	Burden of Proof	10
<b>4.0</b>	<b>Right to Protest</b>	<b>10</b>
4.1	Rights	10
4.2	Administrative Powers	10
4.3	Procedure to Protest	10
<b>5.0</b>	<b>Disputed Billings (Charges)</b>	<b>12</b>
5.1	Procedures	12
<b>6.0</b>	<b>Additional Considerations</b>	<b>13</b>
6.1	Right of Joinder or Piggyback	13
6.2	Non-escalation	13
6.3	Funding Restrictions and Order Quantities	13
6.4	Required Permits	14
6.5	Taxes	14
6.6	Government Standards	14
6.7	Freight on Bill and Delivery	14
6.8	Communication	14
6.9	Work on Agency Property	14
6.10	Estimated Quantities	15
6.11	Warranty	15
6.12	Official, Agent, and Employees of the Agency not Personally Liable	15
6.13	Subcontractors	15
6.14	Salaries and Expenses Relating to the Contractor's Employees	15
6.15	Attorney's Fees	16
6.16	Independent Contractor	16

**Supplemental Instructions to Proposers & Contractors (SIPC)  
(RFQ Attachment H)**

6.17	Severability	16
6.18	Waiver of Breach	16
6.19	Time of the Essence	16
6.20	Limitation of Liability	16
6.21	Indemnity	16
6.22	Lobbying Certification	18
6.23	2 CFR §200.326, Appendix II, <i>Contract Provisions for Non-Federal Entity Contracts Under Federal Awards</i>	19
6.24	Additional Federally Required Orders/Directives	23

**1.0 GENERAL CONDITIONS.**

**1.1 Applicability.** If referred to within the text of such, these SIPC shall be applicable to all Request for Qualifications (RFQ) solicitations that the County Housing (hereinafter, “the Agency”) conducts and shall be applicable to any contract that the Agency awards to or signs with any firm, agency or individual pursuant to that RFQ. A copy of these SIPC shall be made available to any actual or prospective proposer, or Contractor who does business with or intends to do business with the Agency.

**1.1.1 HUD Forms.** Unless otherwise specified within the RFQ or contract documents, in the event that any provision in any document listed herein conflicts with any provision within these SIPC, the provision in the RFQ or contract document shall govern. Further, in the case of any attached HUD forms, the information within such HUD form(s) shall govern any other information issued, especially that issued within any Agency-created forms that are issued as a part of this solicitation.

**1.2 Definitions** (pertaining to all RFQ documents issued by the Agency pertaining to this RFQ, including the attachments and the ensuing contract):

**1.2.1 "Agency"** is the County Housing (NOTE: Please also see the 1<sup>st</sup> paragraph of the Introduction on page 3 of the RFQ 1.0 Document issued). Unless otherwise defined herein or within the ensuing contract, whenever the term "the Agency" is used without clearly designating a responsible Agency staff person, the proposer(s) shall assume that responsibility for that item rests with the CO.

**1.2.2 "Contract"** refers to the fully executed written agreement that ensues from the RFQ. Whereas all RFQ documents are included, by reference, as a part of the ensuing contract, when "contract" is referred to within the RFQ Document, such is referring to both the RFQ documents and the ensuing contract document.

**Supplemental Instructions to Proposers & Contractors (SIPC)  
(RFQ Attachment H)**

- 1.2.3**      "**Contracting Officer (CO)**" - When named within an RFQ document shall refer to either the ED or the person that he/she has delegated such responsibilities to.
- 1.2.4**      "**Contractor**" and the term "successful proposer" may be used interchangeably.
- 1.2.5**      "**Days**" unless otherwise directed, shall refer to calendar days.
- 1.2.6**      "**ED**" is the Executive Director.
- 1.2.7**      "**Herein**" shall refer to all documents issued pursuant to the noted RFQ, including the RFQ documents and the attachments.
- 1.2.8**      "**HUD**" is the United States Department of Housing and Urban Development. HUD is the Federal agency that the Agency receives some funding from; however, pertaining to this RFQ, correspondences, including proposal submittals, received from each proposer must exhaust all provisions contained herein prior to contacting HUD (i.e., in the case of a protest).
- 1.2.9**      "**Offer**" is the proposal submittal referred to within the following Section 1.2.14 that the proposer delivers to the Agency in response to the RFQ.
- 1.2.10**     "**Offeror**" or "**Offerors**" is the proposer or the proposers.
- 1.2.11**     "**Parties**" - When "the parties," "both parties," or "either party" is stated within the RFQ documents or the contract, such refers to the Agency and the successful proposer(s).
- 1.2.12**     "**Proposal**" and/or "**Proposal Submittal**" is the "hard copy" document that the proposer is required to, as detailed within the RFQ document, deliver to the Agency.
- 1.2.13**     "**Protestant**" is a prospective proposer or proposer who feels that he/she has been treated inequitably by the Agency and wishes the Agency to correct the inequitable condition or situation. To be eligible to file a protest with the Agency pertaining to an RFQ or contract, the protestant must have been involved in the RFQ process in some manner as a prospective proposer (i.e., registered and received the RFQ documents).
- 1.2.14**     "**Prospective Proposer**" or "**Proposer**" - A prospective proposer is a firm or individual who has been notified of the RFQ solicitation and/or who has requested and/or received the RFQ documents and is considering responding with a proposal; a proposer is a firm or individual who has submitted a proposal in response to the RFQ. All terms and conditions shall apply equally

**Supplemental Instructions to Proposers & Contractors (SIPC)  
(RFQ Attachment H)**

to all prospective proposers as well as proposers, though prospective proposers may not, after the deadline set for receiving proposals, receive further notices pertaining to that RFQ—meaning, certain notices (such as the Notice of Results of Evaluation) may only be delivered to proposers and not to all prospective proposers.

- 1.2.15** "Request for Qualifications" (RFQ) is the competitive proposal process allowed by HUD, especially as defined within Chapter 7 of HUD Procurement Handbook 7460.8 REV 2, most specifically, Section 7.3 therein.
- 1.2.16** "RFQ Document(s)" - Whether stated in the singular or the plural, such refers to the body of documents, including attachments and the information posted on the eProcurement Marketplace that the Agency makes available to all prospective proposers and wherein is detailed the Agency's requirements.
- 1.2.17** "Solicitation" or "Competitive Solicitation" is the RFQ process detailed herein.

**2.0 CONDITIONS TO PROPOSE.**

- 2.1 Pre-qualification of Proposers.** Prospective proposers will not be required to pre-qualify in order to submit a proposal. However, all proposers will be required to submit adequate information showing that the proposer is qualified to perform the required work (i.e., Profile of Firm Form and required resumes). Failure by the prospective proposer to provide the requested information may, at the Agency's discretion, eliminate that proposer from consideration, provided that all proposers were required to submit the same information (in the case of a successful proposer(s), these requirements shall also apply in the context of the successful proposer or proposers).
- 2.2 RFQ Forms, Documents, Specifications, and Drawings.**
  - 2.2.1** It shall be each prospective proposer's responsibility to, prior to submitting a proposal in response to the RFQ, examine carefully, and as may be required, properly complete and submit all documents issued pursuant to this RFQ.
  - 2.2.2** Unless otherwise instructed, specifications and drawings (if provided) do not purport to show all the exact details of the work. They are intended to illustrate the character and extent of the performance desired under the proposed contract and may be supplemented or revised from time to time.
  - 2.2.3** The Agency shall reserve the right to, prior to award, revise, change, alter, or amend any of the instructions, terms, conditions, and/or specifications identified within the RFQ documents issued, within any attachment or drawing, or within any addenda issued; such notice shall be delivered in writing to each prospective and/or actual proposer. Such changes that are

**Supplemental Instructions to Proposers & Contractors (SIPC)  
(RFQ Attachment H)**

issued before the deadline for receipt of proposals shall be binding upon all prospective proposers. Such changes that are issued after the receipt of proposals, but prior to award shall be binding upon all parties that have submitted proposals; however, such parties shall be allowed to reject such changes by, within 5 days of receipt of such written notice, withdrawing his/her proposal. Such withdrawal must be delivered, in writing, to the CO within the 5-day deadline period.

**2.3 Proposal Preparation, Submission, and Receipt by the Agency.**

**2.3.1 Required Forms.** All required forms furnished by the Agency as a part of the RFQ 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 the line was originally intended to be on).

**2.3.2 Manner of Submission.** The proposal submittal shall be submitted in the manner detailed within the RFQ document. Failure to submit the proposal in the manner specified may result in a premature opening of, post-opening of, or failure to open and consider that proposal, and may, at the discretion of the CO, eliminate that proposer from consideration for award.

**2.3.3 Time for Receiving Proposals.** Proposals received prior to the time set as the deadline for the receipt by the Agency of the proposal submittal shall be securely kept unopened, by the Agency. The CO, whose duty it is to open such proposals, will decide when the specified time has arrived. No proposal received after the designated deadline shall be considered, except as detailed within Section No. 6 of form HUD-5369-B (8/93), *Late Submissions, Modifications and Withdrawal of Offers*.

**2.3.3.1** Proposers are cautioned that any proposal submittal that may be time-stamped as being received by the Agency after the exact time set as the deadline for the receiving of proposals shall be returned unopened to the proposer. Any such proposals inadvertently opened shall not be considered but shall be ruled to be invalid. No responsibility will attach to the Agency or any official or employee thereof, for the pre-opening of, or the failure to open a proposal not properly addressed and identified.

**2.3.4 No Public Opening of Proposals.** Pursuant to the competitive proposals or RFQ process, proposals are not publicly opened, but are held secure until the submittal deadline has passed. The proposals are then opened in private by

**Supplemental Instructions to Proposers & Contractors (SIPC)  
(RFQ Attachment H)**

the CO (or his/her designee) and are, pursuant to the evaluation plan, examined for minimal responsiveness (i.e., minimum compliance with the requirements of the RFQ). Persons other than Agency staff involved in this process are not allowed to be present during the opening, nor may they inspect the proposals until after AN award has been completed.

**2.3.5 Withdrawal of Proposals.** Proposals may be withdrawn as detailed within Section 6(h) of form HUD-5369-B (8/93), *Late Submissions, Modifications and Withdrawal of Offers*. Negligence on the part of the proposer in preparing his/her proposal confers no right of withdrawal or modification of his/her proposal after such proposal has been received and opened.

**2.3.6 Conflicting Conditions.** Any provisions detailed within any of the RFQ documents which may be in conflict or inconsistent with any of the paragraphs in any of the other RFQ documents, including attachments, shall be void to the extent of any such conflict or inconsistency. Further, as stated within the preceding Section 1.1.1 of this SIPC, unless otherwise specified within the RFQ or contract documents, in the event that any provision in any document listed herein conflicts with any provision within this SIPC, the provision in the RFQ or contract document shall govern.

**2.3.7 Interpretations.** No official oral interpretation can be made to any proposer as to the meaning of any instruction, condition, specifications drawing (if any), or any other document issued pertaining to this RFQ. Every request for an official interpretation shall be made by the prospective proposer, in writing, pursuant to the schedule set within the RFQ document issued and as directed by the Agency. Official interpretations will be issued in the form of addenda, which will be delivered to each proposer; but it shall be the prospective proposer's responsibility to make inquiry as to addenda issued. All such addenda shall become a part of the RFQ documents and the proposed contract with the successful proposer, and all proposers shall be bound by such addenda, whether or not received by the prospective or successful proposer(s).

**2.4 Exceptions to Specifications.**

**2.4.1** A proposer may take exception to any of the proposal documents, or any part of the information contained therein, by submitting, in writing to the CO, at least 10 days prior to the proposal deadline, a complete and specific explanation as to what he/she is taking exception to. Proposed alternate documents or information must also be included. A response by the Agency will typically be issued in writing within 5 days of receipt of such an exception request. The Agency reserves the right to agree with the prospective proposer and issue a revision to the applicable RFQ requirements or may reject the prospective proposer's request.

**Supplemental Instructions to Proposers & Contractors (SIPC)  
(RFQ Attachment H)**

**2.4.2** When taking exception, prospective proposers must propose services that meet the requirements of the RFQ documents. Exceptions to the specification and/or approved "equal" requests may be discussed at the scheduled pre-proposal conference (if scheduled). All verbal instructions issued by the Agency officers not already listed within the RFQ documents shall only become official when issued as addenda or as a written answer issued pursuant to receipt of a written question.

**2.5 Lump Sum Cost Breakdown (LSCB).**

**2.5.1** The Agency reserves the right to, at any time, request and receive from any or all proposers a LSCB of any or all the costs proposed during negotiations. The proposal documents constitute an outline of the work to be completed by the proposer. These documents are intended to include all major items, and the lump sum cost breakdown computed therefrom will be the maximum compensation for all work and materials whatsoever furnished by the proposer in order to comply with the proposal documents in their present form, whether or not indicated in the approximate quantities or pertaining to the items of work as listed.

**2.5.1.1** The purpose of this LSCB will serve the Agency in two distinct areas:

**2.5.1.1.1 Prior to award of Proposals.** The Agency may request a LSCB for any or all items reflected within the RFQ document as "lump sum" for the purpose of determining an unbalanced cost proposal. The CO, using acceptable methods dictated by the industry, shall conduct the analysis.

**2.5.1.1.2 After Award.** The Agency may request a LSCB for any or all items reflected within the RFQ document as "lump sum" for the purpose of making partial payments to the successful proposer.

**2.5.1.1.3 Increase/Decrease.** Under no circumstances may any cost item reflected as "lump sum" be increased and/or decreased as a result of the LSCB analysis.

**3.0 PROPOSAL EVALUATION.**

**3.1 Proposal Opening Results.** It is understood by all proposers/prospective proposers that the proposals received are not publicly opened and the results will typically not be a matter of public record until the Agency has concluded all evaluations, has chosen a final

**Supplemental Instructions to Proposers & Contractors (SIPC)  
(RFQ Attachment H)**

top-rated proposer, has completed the award and is ready to issue such results. When the Agency issues such notice, the Agency will inform all proposers as to each proposer's placement as a result of the evaluation (i.e., 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, etc.) and the total points each proposer was awarded as a result of the evaluation.

**3.1.1** All proposal documents submitted by the proposers are not necessarily a matter of public record and as a matter of normal course, the proposals submitted by each proposer will not, until after award has been completed, be available to be viewed by any interested parties except as approved by the Agency Legal Counsel (i.e. a proposer will not, prior to completion of award, be allowed to challenge an apparent top-rated proposer by inspecting the proposal that the apparent top-rated proposer submitted). The Agency shall, however, upon request, verify that the proposal documents submitted are/were acceptable.

**3.2 Award of Proposal(s).** The successful proposer shall be determined by the top-rated responsive and responsible proposer as determined by the evaluation process detailed within the RFQ document issued, provided his/her proposal is reasonable, he/she is able to deliver the specified items in a timely manner and it is, in the opinion of the Agency, to the best interests of the Agency to accept the proposal. All proposers will be notified in a timely manner of the results of the evaluation after an award has been completed.

**3.3 Rejection of Proposals.**

**3.3.1** The Agency reserves the right, at any time during the proposal process, to reject any or all proposals received. In the case of rejection of all proposals, the Agency reserves the right to advertise for new proposals or to proceed to do the work otherwise, if in the judgment of the Agency, the best interest of the Agency will be promoted.

**3.3.2** Prospective proposers acknowledge by downloading and receiving the RFQ documents and/or by submitting a proposal that the submission of a proposal to the Agency is not a right by which to be awarded that proposal, but merely an offer by the prospective proposer to perform the requirements of the RFQ documents in the event the Agency decides to consider an award to that proposer.

**3.4 Cancellation of Award.** The Agency reserves the right to, without any liability, cancel the award of any proposal(s) at any time before the execution of the contract documents by all parties.

**3.5 Mistake in Proposal Submitted.**

**3.5.1** A request for withdrawal of a proposal due to a purported error need not be considered by the Agency unless the same is filed in writing by the proposer

**Supplemental Instructions to Proposers & Contractors (SIPC)  
(RFQ Attachment H)**

within 48 hours after the proposal deadline (proposers may of their own volition withdraw a proposal prior to the submittal deadline). Any such request shall contain a full explanation of any purported error and shall, if requested by the Agency, be supported by the original calculations on which the proposal was computed, together with a certification and notarization thereon that such computation is the original and prepared by the proposer or his/her agent, who must be identified on the notarized form. The foregoing shall not be construed that such withdrawal will be permitted, as the Agency retains the right to accept or reject any proposal withdrawal for a mistake.

**3.5.2** During negotiations, unless otherwise prohibited within the RFQ documents, a mistake in the cost unit pricing that does not affect the total cost sum submitted may, at the Agency's discretion, be corrected by submitting a corrected cost form, together with a complete explanation in writing, of how the mistake occurred, to the CO, for his/her review. This mistake must be corrected before the issuance of contract documents.

**3.6 Irregular Proposal Submittal.** A proposal shall be considered irregular for any one of the following reasons, any one or more of which may, at the Agency's discretion, be cause for rejection:

**3.6.1** If the forms furnished by the Agency are not used or are altered or if the proposed costs are not submitted as required and where provided (especially within the eProcurement Marketplace).

**3.6.2** If all requested completed attachments do not accompany the proposal submitted.

**3.6.3** If there are unauthorized additions, conditional or alternate proposals, or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning or give the proposer submitting the same a competitive advantage over other proposers.

**3.6.4** If the proposer adds any provisions reserving the right to accept or reject any award or to enter into a contract pursuant to an award.

**3.7 Disqualification of Proposers.** Any one or more of the following shall be considered as sufficient for the disqualification of a proposer and the rejection of his/her proposal:

**3.7.1** Evidence of collusion among prospective proposers. Participants in such collusion will receive no recognition as proposers for any future work of the Agency until such participant shall have been reinstated as a qualified proposer. The names of all participants in such a collusion shall be reported to HUD and any other inquiring governmental agency.

**Supplemental Instructions to Proposers & Contractors (SIPC)  
(RFQ Attachment H)**

- 3.7.2 More than one proposal for the same work from an individual, firm, or corporation under the same or different name(s), unless such was specifically allowed by the Agency within the proposal documents issued, including by addendum.
- 3.7.3 Lack of competency, lack of experience and/or lack of adequate machinery, plant, and/or other resources.
- 3.7.4 Documented unsatisfactory performance record as shown by past work for the Agency or with any other local, State or Federal agency, judged from the standpoint of workmanship and progress.
- 3.7.5 Incomplete work, which in the judgment of the Agency, might hinder or prevent prompt completion of additional work, if awarded.
- 3.7.6 Failure to pay or satisfactorily settle all bills due on former contracts still outstanding at the time of letting.
- 3.7.7 Failure to comply with any qualification requirement of the Agency.
- 3.7.8 Failure to list, if required, all subcontractors (if subcontractors are allowed by the Agency) who will be employed by the successful proposer(s) to complete the work of the proposed contract.
- 3.7.9 As required by the RFQ documents, failure of the successful proposer to be properly licensed by the State of Missouri and/or to be insured by a general liability and/or worker's compensation policy.
- 3.7.10 Any legal reason to be determined, in good faith, to be in the best interests of the Agency.

**3.8 Burden of Proof.** If requested by the Agency, it shall be the responsibility of the proposer(s) to furnish the Agency with sufficient data or physical samples, within a specified time, so that the Agency may determine if the goods or services offered conform to the Specifications.

**4.0 Right to Protest.**

**4.1 Rights.** Any prospective or actual proposer, offeror, or Contractor who is allegedly aggrieved in connection with the solicitation of a proposal or award of a contract, shall have the right to protest. An alleged aggrieved protestant claiming this right is hereby informed that these regulations do not provide for administrative appeal as a matter of right for that alleged aggrieved protestant.

**Supplemental Instructions to Proposers & Contractors (SIPC)  
(RFQ Attachment H)**

**4.1.1** An alleged aggrieved "protestant" is a prospective or actual proposer who feels that he/she has been treated inequitably by the Agency and wishes the Agency to correct the alleged inequitable condition or situation. To be eligible to file a protest with the Agency pertaining to an RFQ or contract, the alleged aggrieved protestant must have been involved in the RFQ process in some manner as a prospective proposer (i.e., registered and received the RFQ documents) when the alleged situation occurred. The Agency has no obligation to consider a protest filed by any party that does not meet these criteria.

**4.2 Administrative Powers.** It is totally within the administrative powers of the ED to grant or deny any requests for administrative appeal. If, in the opinion of the ED, the alleged aggrieved protestant merits an administrative review, the ED shall direct that alleged aggrieved protestant to submit additional data.

**4.3 Procedure to Protest.** An alleged aggrieved protestant shall comply with the following protest procedures, and failure to comply in the manner prescribed shall automatically relieve the Agency from accepting or considering that protest:

**4.3.1 Protest Document.** The alleged aggrieved protestant must file, in writing, to the CO the exact reason for the protest, attaching any supportive data. The protestant must state within the written protest document specifically (not by inference) what action by the Agency or condition is being protested as inequitable, making, where appropriate specific reference to the RFQ documents issued. The protest document must also state the corrective action requested. Failure by the alleged aggrieved protestant to fully submit such information shall relieve the Agency from any responsibility to consider the protest and take any corrective action.

**4.3.2 Deadlines.** The written instrument containing the reason for the protest must be received by the CO within 10 days after the occurrence of any of the following:

**4.3.2.1** The deadline for receiving proposals; or,

**4.3.2.2** Receipt of notification of the results of the evaluation or the award; or,

**4.3.2.3** The alleged aggrieved protestant knows or should have known the facts.

**4.3.3 Time Limit.** In any case, protests shall be filed no more than 10 days after any of the above (unless the occurrence being protested occurred in its entirety after the proposal deadline). Protests received after these dates shall not be considered.

**Supplemental Instructions to Proposers & Contractors (SIPC)  
(RFQ Attachment H)**

- 4.3.4 CO Review/Issue Opinion.** The CO shall review the written protest and supportive data, if any. He/she shall, within 10 days after receipt of the written protest, issue a written opinion and decision. This document shall state the reasons for the action taken as well as inform the alleged aggrieved protestant of the right of further administrative review. A copy of this written opinion and decision shall be forwarded to the ED.
- 4.3.5 Administrative Appeal.** If the alleged aggrieved protestant does not agree with the written opinion and decision issued by the CO, the alleged aggrieved protestant may, after receipt of the written opinion and decision issued by the CO request an administrative appeal hearing be granted (such request must be delivered in writing to the CO within 5 days of receipt of the written opinion and decision; failure to do so within such 5 days shall relieve the Agency of any responsibility to consider such request). The following procedures must be complied with in the manner prescribed; failure by the alleged aggrieved protestant to comply shall automatically relieve the Agency from accepting or acting on that request for administrative hearing:
- 4.3.5.1** The alleged aggrieved protestant must file, in writing, his/her request for an administrative hearing, to the ED, within 5 days of receipt of the written opinion and decision and failure to do so within such 5 days shall relieve the Agency of any responsibility to consider such request.
  - 4.3.5.2** The request for an administrative appeal hearing must contain the specific reasons for the appeal and all supporting data for those reasons.
  - 4.3.5.3** It shall be within the administrative powers of the ED to, after review of the request submitted, grant, or deny any request for administrative appeal.
  - 4.3.5.4** If the ED, after complete review of the alleged aggrieved protestant's written request and supporting data, decides that the request does not merit further consideration, he/she shall render his/her decision in writing to the alleged aggrieved protestant. A decision rendered under this paragraph shall be made within 10 days after the receipt of the alleged aggrieved protestant's request for an administrative hearing. This decision shall be final without further administrative recourse.
  - 4.3.5.5** If the ED, after review of the alleged aggrieved protestant's written request, decides that the request merits further consideration, he/she shall forward the protestant's written request, along with a cover letter explaining why it merits further

**Supplemental Instructions to Proposers & Contractors (SIPC)  
(RFQ Attachment H)**

consideration and with a recap of all proposals submitted and a copy of the original written protest, to the Agency Legal Counsel for consideration. The Agency Legal Counsel shall issue to the alleged aggrieved protestant a decision, in writing, within 10 days of his/her receipt of such documents.

**4.3.5.5** Such written decision delivered to the alleged aggrieved protestant shall exhaust the Agency internal protest and administrative appeal process available to the alleged aggrieved protestant.

**5.0 Disputed Billings (Charges).**

**5.1 Procedures.** In addition to the procedures detailed within Clause No. 7 of Contract Appendix No. 1, form HUD-5370-C (01/2014), *General Conditions for Non-Construction Contracts, Section I—(With or without Maintenance Work)*, in the event that the Agency disputes any portion of its billing(s), the Agency shall pay the undisputed portion of such billing and initiate the dispute-resolving procedures, as follows:

**5.1.1** The Agency's representative shall, within 10 days after the Agency's receipt of such billing, formally notify the Contractor's representative of all particulars pertaining to the dispute, and request that he/she investigate and respond to this issue.

**5.1.2** If such dispute cannot be resolved by the Contractor's response, within 10 days after such notification is given, the CO and the Contractor's representative shall meet to discuss the matter and attempt to arrive at a resolution.

**5.1.3** If the CO and the Contractor's representative are unable to resolve the dispute through such discussion within 10 days, the Agency shall, within 10 days thereafter, either (NOTE: Within the following, "appropriate," at the sole decision and discretion of the Agency):

**5.1.3.1** Pay the disputed charges and reserve the right to submit the matter to the appropriate District Court in the State of Missouri; or,

**5.1.3.2** Not pay the disputed charge and submit the matter to the appropriate district court in the State of Missouri; or,

**5.1.3.3** Not pay the disputed charge and allow the Contractor to submit the matter either to the appropriate District Court in the State of Missouri.

**Supplemental Instructions to Proposers & Contractors (SIPC)  
(RFQ Attachment H)**

**6.0 Additional Considerations.**

**6.1 Right of Joinder or Piggyback.**

**6.1.1** Any political subdivision within the State of Missouri (or any other State) may be granted the privilege of joining the awarded contract, only at the option of the successful proposer. If the successful proposer so grants such a privilege, the terms and conditions of the RFQ documents, including the ensuing contract, may be passed on to the joining political subdivision by the successful proposer.

**6.1.2** The successful proposer shall retain the unilateral right to allow or disallow any political subdivision the privilege of joining the awarded contract. In the event the successful proposer allows another political subdivision to join the Agency contract, it is expressly understood that the Agency shall in no way be liable for the joining political subdivision obligations to the successful proposer in any manner whatsoever.

**6.2 Non-Escalation.** Unless otherwise specified within the RFQ documents, the unit prices reflected on the contract shall remain firm with no provision for price increases during the term of the contract.

**6.3 Funding Restrictions and Order Quantities.** The Agency reserves the right to reduce or increase estimated or actual quantities in whatever amount necessary without prejudice or liability to the Agency, if:

**6.3.1** Funding is not available; or,

**6.3.2** Legal restrictions are placed upon the expenditure of monies for this category of service or supplies; or,

**6.3.3** The Agency's requirements in good faith change after award of the contract.

**6.4 Required Permits.** Unless otherwise stated in the RFQ documents, all local, State or Federal permits which may be required to provide the services ensuing from award of this RFQ, whether or not they are known to either the Agency or the proposers at the time of the proposal submittal deadline or the award, shall be the sole responsibility of the successful proposer and any costs submitted by the proposer shall reflect all costs required by the successful proposer to procure and provide such necessary permits.

**6.5 Taxes.** All persons doing business with the Agency are hereby made aware that the Agency is exempt from paying Missouri State Sales and Use Taxes and Federal Excise Taxes. A letter of Tax Exemption will be provided upon request.

**6.6 Government Standards.** It is the responsibility of the prospective proposer to ensure that all items and services proposed conform to all local, State and Federal laws concerning

**Supplemental Instructions to Proposers & Contractors (SIPC)  
(RFQ Attachment H)**

safety (OSHA) and environmental control (EPA and any County Pollution Regulations for the jurisdictions that the Agency has housing within) and any other enacted ordinance, code, law, or regulation. The successful proposer shall be responsible for all costs incurred for compliance with any such possible ordinance, code, law, or regulation. No time extensions shall be granted, or financial consideration given to the successful proposer for time or monies lost due to violations of any such ordinance, code, law, or regulations that may occur.

**6.7 Freight on Bill and Delivery.** All costs submitted by the successful proposer shall reflect the cost of delivering the proposed items and/or services to the locations(s) specified within the RFQ documents or within the contract.

**6.7.1** The successful proposer agrees to deliver to the designated location(s) on or before the date as specified in the finalized contract. Failure to deliver on or before the specified date constitutes an event of default by the successful proposer. Upon default, the successful proposer agrees that the Agency may, at its option, rescind the finalized contract under the default clause herein and seek compensatory damages as provided by law.

**6.8 Communication.** If during the period of the contract, it is necessary that the Agency place toll or long-distance telephone calls or telegrams in connection therewith (for complaints, adjustments, shortages, failure to deliver, etc.), it is understood that the successful proposer will bear the charge or expense for all such calls and/or telegrams.

**6.9 Work on Agency Property.** If the successful proposer's work under the contract involves operations by the successful proposer on Agency premises, the successful proposer shall take all necessary precautions to prevent the occurrence of any injury to persons or property during the progress of such work and, except to the extent that any such injury is caused solely and directly by the Agency's negligence, shall indemnify the Agency, and their officers, agents, servants and employees against all loss which may result in any way from any act or omission of the successful proposer, its agents, employees, or subcontractors.

**6.10 Estimated Quantities.** Unless otherwise stated within the RFQ documents, the quantities reflected within the RFQ documents, to the best of the Agency's knowledge, reflect projected consumption data. These quantities are not meant to infer or imply actual consumption figures or quantities that will be purchased by the Agency under the finalized contract; but, pursuant to all RFQ documents, these quantities will be used as calculation figures to determine the successful proposer.

**6.11 Warranty.**

**6.11.1** The services provided under the contract shall conform to all information contained within the RFQ documents as well as applicable Industry Published Technical Specifications, and if one of the above-mentioned Specifications

**Supplemental Instructions to Proposers & Contractors (SIPC)  
(RFQ Attachment H)**

contains more stringent requirements than the other, the more stringent requirements shall apply.

- 6.11.1** The liability of the successful proposer to the Agency (except as to title) arising out of the furnishing of the services or of its use under the terms of the contract shall not exceed the correcting of the defect(s) in the services as provided under the contract, and upon expiration of the warranty period all such liability shall terminate except under the warranty for merchantability and the warranty of fitness for a particular purpose.
- 6.12 Official, Agent and Employees of the Agency not Personally Liable.** It is agreed by and between the parties hereto that in no event shall any official, officer, employee, or agent of the Agency in any way be personally liable or responsible for any covenant or agreement herein contained, whether either expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this agreement.
- 6.13 Subcontractors.** Unless otherwise stated within the RFQ documents, the successful proposer may not use any subcontractors to accomplish any portion of the services described within the RFQ documents or the contract without the prior written permission of the CO.
- 6.14 Salaries and Expenses Relating to the Contractor's Employees.** Unless otherwise stated within the RFQ documents, the successful proposer shall pay all salaries and expenses of, and all Federal, Social Security taxes, Federal and State Unemployment taxes, and any similar taxes relating to its employees used in the performance of the contract. The successful proposer further agrees to comply with all Federal, State, and local wage and hour laws and all licensing laws applicable to its employees or other personnel furnished under this agreement.
- 6.15 Attorney's Fees.** In the event that one party commences litigation hereto against the other in connection with the enforcement of any provision of this agreement, the prevailing party shall be paid by the losing party all court costs and other expenses of such litigation, including attorneys' fees, in a reasonable amount, to be determined by the court. The amount allowed as attorneys' fees shall be taxed to the losing party as costs of the suit, unless prohibited by law.
- 6.16 Independent Contractor.** Unless otherwise stated within the RFQ documents or the contract, the successful proposer is an independent Contractor. Nothing herein shall create any association, agency, partnership, or joint venture between the parties hereto and neither shall have any authority to bind the other in any way.
- 6.17 Severability.** If any provision of this agreement or any portion or provision hereof applicable to any particular situation or circumstance is held valid, the remainder of this agreement or the remainder of such provision (as the case may be), and the application thereof to other situations or circumstances shall not be affected thereby.

**Supplemental Instructions to Proposers & Contractors (SIPC)  
(RFQ Attachment H)**

- 6.18 Waiver of Breach.** A waiver of either party of any terms or condition of this agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations, and agreements contained in this agreement shall be cumulative and none of them shall be a limitation of any other remedy, right, obligation or agreement of either party.
- 6.19 Time of the Essence.** Time is of the essence under this agreement as to each provision in which time of performance is a factor.
- 6.20 Limitation of Liability.** In no event shall the Agency be liable to the successful proposer for any indirect, incidental, consequential, or exemplary damages.
- 6.21 Indemnity.**
- 6.21.1** The successful proposer shall protect, indemnify and hold the Agency, its officers, employees, agents, consulting engineers and other retained consultants harmless from and against any and all claims, damages, losses, suits, actions, decrees, judgments, attorney’s fees, court costs and other expenses of any kind or character which the Agency, its officers, employees, agents, consulting engineers or other retained consultants may suffer, or which may be sought against, recovered from or obtainable against the Agency, its officers, employees, agents, consulting engineers or other retained consultants such as:
- 6.21.1.1** As a result of, or by reason of, or arising out of, or on account of, or in consequence of any act or failure to act on the part of the successful proposer, its subcontractors or agents, or anyone directly or indirectly employed by any subcontractor or agent, in the fulfillment or performance of the terms, conditions or covenants that are contained in this contract or agreement, regardless of whether or not the occurrence which gave rise to such claim, damage, loss, suit, action, judgment or expense was caused, in part, by any party indemnified hereunder; or
- 6.21.1.2** As a result of, or by reason of, or arising out of, or on account of, or in consequence of, any neglect in safeguarding the work; or
- 6.21.1.3** Through the use of unacceptable materials or products, or both, which may be defective or manufactured, designed, or installed so as to give rise to a claim; or
- 6.21.1.4** Because of any claim or amount recovered under the Missouri “Industrial Insurance Act”, or any other law, ordinance, or decree, which claim, or recovery, arose out of or is attributable to any act

**Supplemental Instructions to Proposers & Contractors (SIPC)  
(RFQ Attachment H)**

or failure to act on the part of the successful proposer in the fulfillment or performance of the terms, conditions and covenants that are contained in this contract. Any money due by the successful proposer under and by virtue of this contract which is considered necessary by the Agency for such purpose, may be retained by the Agency for its protection; or in case no money is due, its surety may be held until all such claims, damages, losses, suits, actions, decrees, judgments, attorney's fees and court costs and other expenses of any kind or character as aforesaid shall have been settled and suitable evidence to that effect furnished to the Agency provided, however, that money due the successful proposer will not be withheld when the successful proposer produces satisfactory evidence that it is adequately protected by public liability and property damage insurance, if required.

**6.21.2** In this connection, it is expressly agreed that the successful proposer shall, at its own expense, defend the Agency, its officers, employees, agents, consulting engineers and other retained consultants, against any and all claims, suits or actions which may be brought against them, or any of them, as a result of, or by reason of, or arising out of, or on account of, or in consequence of any act or failure to act the consequences of which the successful proposer has indemnified the Agency, its officers, employees, agents, consulting engineers and other retained consultants against, and if the successful proposer shall fail to do so, the Agency shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs of such defense to the successful proposer including attorney's fees and court costs; provided, however, that if the forum in which such claim suit or action is heard determines that the occurrence that gave rise to the same was caused, in whole or in part, by any party who is indemnified hereunder, the Agency shall reimburse the successful proposer for all, or the indemnified party's proportionate share, as the case may be, of the costs of such defense.

**6.21.2** Reimbursement to the successful proposer by the Agency, in whole or in part, for the costs of protecting traffic shall not serve to relieve the successful proposer of its responsibility as set forth in the RFQ documents.

**6.21.3** The successful proposer guarantees the payment of all just claims for materials, supplies and labor, and all other just claims against it or any subcontractor, in connection with the contract.

**6.22 Lobbying Certification.** By proposing to do business with the Agency or by doing business with the Agency, each proposer certifies the following:

**6.22.1** No Federal appropriated funds have been paid or will be paid, by or on behalf of the proposer, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or

**Supplemental Instructions to Proposers & Contractors (SIPC)  
(RFQ Attachment H)**

employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

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

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

**6.22.4** This clause is a material representation of fact upon which reliance was placed when the award was made or entered into. The signing of a contract or acceptance of award certifies compliance with this certification, which is a prerequisite for making or entering into a contract, which is imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certifications shall be subject to civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

**6.23** **2 CFR §200.326, Appendix II, *Contract Provisions for Non-Federal Entity Contracts Under Federal Awards***. Pursuant to this CFR, as issued by the Office of the U.S. Secretary of HUD, the Agency, and the Contractor each agree to comply with the following provisions and agree that any contract that ensues as a result of this RFQ will include the following clauses, whether inserted or by reference:

**6.23.1 Remedies for Contractor Breach.** Pertaining to contract-related issues, it is the responsibility of both the Agency and the Contractor to communicate with each other in as clear and complete a manner as possible. If at any time during the term of this contract the Agency or the Contractor is not satisfied with any issue, it is the responsibility of that party to deliver to the other party communication, in writing, fully detailing the issue and corrective action (please note that the Agency has the right to issue unilateral addendums to

**Supplemental Instructions to Proposers & Contractors (SIPC)  
(RFQ Attachment H)**

this contract, but the Contractor does not have the same right). The other party shall, within 10 days, respond in writing to the other party (however, the Agency shall retain the right to, if conditions warrant, require the Contractor to respond in a shorter period of time). Further, the Agency shall, at a minimum, employ the following steps in dealing with the Contractor as to any performance issues:

- 6.23.1.1** If the Contractor is in material breach of the contract, the Agency may promptly invoke the termination clause detailed within Section No. 3 of Contract Appendix No. 1, form HUD-5370-C (01/2014), *General Conditions for Non-Construction Contracts, Section I—(With or without Maintenance Work)*, which form is attached hereto, and terminate the contract for cause. Such termination must be delivered to the Contractor in writing and shall fully detail all pertinent issues pertaining to the cause of and justification for the termination.
  
- 6.23.1.2** Prior to termination, the Agency may choose to warn the Contractor, verbally or in writing, of any issue of non-compliant or unsatisfactory performance. Such written warning may include placing the Contractor on probation, thereby giving the Contractor a certain period of time to correct the deficiencies or potentially suffer termination. The Agency shall maintain in the contract file a written record of any such warning detailing all pertinent information. If the Contractor does not agree with such action, the Contractor shall have 10 days to dispute or protest, in writing, such action; if he/she does not do so within the 10-day period, he/she shall have no recourse but to accept and agree with the Agency's position on the issue. The written protest must detail all pertinent information pertaining to the dispute, including justification detailing the Agency's alleged incorrect action(s).
  
- 6.23.1.3** After termination, if the Contractor does not agree with the Agency's justification for the termination, the Contractor shall have 10 days to dispute, in writing, such action; if he/she does not do so within the 10-day period, he/she shall have no recourse but to accept and agree with the Agency's position on the issue. The written protest must detail all pertinent information pertaining to the dispute, including justification detailing the Agency's alleged incorrect action(s).
  
- 6.23.1.4** The response to any protest received shall be conducted in accordance with Section No. 4.0 of this document.

**Supplemental Instructions to Proposers & Contractors (SIPC)**  
**(RFQ Attachment H)**

- 6.23.2 Termination for Cause and Convenience.** For all contracts in excess of \$10,000, as detailed within Clause No. 3 of Contract Appendix No. 1, form HUD-5370-C (01/2014), *General Conditions for Non-Construction Contracts, Section I—(With or without Maintenance Work)*, attached hereto. In addition to the immediate-foregoing, if the Agency terminates the Contractor for convenience, the Agency is obligated to, as detailed within Section 11.6.C.2 of HUD Procurement Handbook 7460.8 REV 2, negotiate with and pay to the Contractor a “reasonable allowance for profit” for the remainder of the contracted period.
- 6.23.3 Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- 6.23.4 Davis-Bacon Act, as amended (40 U.S.C.3141–3148).** When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C.3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors [are] required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors [are] required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the **Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”)**. The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity

**Supplemental Instructions to Proposers & Contractors (SIPC)  
(RFQ Attachment H)**

must report all suspected or reported violations to the Federal awarding agency.

- 6.23.5 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708).** Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or *contracts for transportation or transmission of intelligence*.
- 6.23.7 Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- 6.23.8 Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—**Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C.1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 6.23.9 Energy Efficiency.** Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

**Supplemental Instructions to Proposers & Contractors (SIPC)**  
**(RFQ Attachment H)**

- 6.23.10 Debarment and Suspension (Executive Orders 12549 and 12689)**—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 6.23.11 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 6.23.12 §200.322 Procurement of recovered materials.** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only 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, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 6.24 Additional Federally Required Orders/Directives.** Both parties agree that they will comply with the following laws and directives that the Agency has received from HUD and that these same clauses will be a part of any contract that ensues as a result of this RFQ:
- 6.24.1 Executive Order 11061**, as amended, which directs the Secretary of HUD to take all action which is necessary and appropriate to prevent discrimination by agencies that utilize federal funds.

**Supplemental Instructions to Proposers & Contractors (SIPC)  
(RFQ Attachment H)**

- 6.24.2**      **Public Law 88-352, Title VI of the Civil Rights Act of 1964**, which provides that no person in the United States shall, on the basis of race, color, national origin, or sex, be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity which receives federal financial assistance. The Agency hereby extends this requirement to the Contractor and its private contractors. Specific prohibited discriminatory actions and corrective action are described in Chapter 2, Subtitle C, Title V of the Anti-Drug Abuse Act of 1988 (42 U.S.C. 19901 et. seq.).
- 6.24.3**      **Public Law 90-284, Title VIII of the Civil Rights Act of 1968.**, popularly known as the Fair Housing Act, which provides for fair housing throughout the United States and prohibits any person from discriminating in the sale or rental of housing, the financing of housing or the provision of brokerage services, including in any way making unavailable or denying a dwelling to any person because of race, color, religion, sex, or national origin. Pursuant to this statute, the Agency requires that the Contractor administer all programs and activities, which are related to housing and community development in such a manner as affirmatively to further fair housing.
- 6.24.4**      **The Age Discrimination Act of 1975**, which prohibits discrimination on the basis of age.
- 6.24.5**      **Anti-Drug Abuse Act of 1988** (42 U.S.C. 11901 et. seq.).
- 6.24.6**      **HUD Information Bulletin 909-23** which is the following:
- 6.24.6.1**      Notice of Assistance Regarding Patent and Copyright Infringement; and,
- 6.24.6.2**      Clean Air and Water Certification; and,
- 6.24.6.3**      Energy Policy and Conversation Act.
- 6.24.7**      The mentioned herein of any statute or Executive Order is not intended as an indication that such statute or Executive Order is necessarily applicable not is the failure to mention any statute or Executive Order intended as an indication that such statute or Executive Order is not applicable. In this connection, therefore each provision of law and each clause, which is required by law to be inserted in this agreement, shall be deemed to have been inserted herein, and this agreement shall be read and enforced as though such provision or clause had been physically inserted herein. If, through mistake or otherwise, any such provision is not inserted or is inserted incorrectly, this agreement shall forthwith be physically amended to make such insertion or correction upon the application of either party.