

**KING COUNTY
HOUSING AUTHORITY**

REQUEST FOR PROPOSALS

For

**DESIGN AND IMPLEMENTATION OF A TOOL FOR COLLECTING AND TABULATING
RESIDENT AND LANDLORD OPINION SURVEYS**

For

THE KING COUNTY HOUSING AUTHORITY

Request for Proposals Issued: December 22, 2009

Proposal Due: January 21, 2010

This RFP includes the following documents:

- 1) Request for Proposal**
- 2) Exhibit A- Scope of Work**
- 3) Exhibit B - Fee Schedule**
- 4) Exhibit C - Section 3 Information and Certification**
- 5) Exhibit D - HUD Form 5369-B**
- 6) Exhibit E - HUD Form 5369-C**
- 7) Exhibit F – HUD Form 5370-C**

The King County Housing Authority (KCHA) is issuing a competitive Request for Proposals (RFP) from qualified consultants to design and implement a comprehensive tool for collecting and tabulating opinion surveys from designated populations in connection with programs administered through the Housing Management and Asset Management departments.

Obtaining the RFP: To obtain an RFP package contact Judi Jones, MTW Program Director at (206) 574-1152 or via email at judij@kcha.org. There will be no cost for requesting a package.

Questions: Any questions or requests for further information or clarification must be directed to Judi Jones, MTW Program Director in writing, either through US mail at the address listed below (please use certified mail) or email at judij@kcha.org no later than Monday, January 18, 2010.

Submission Deadline: Sealed Statements of Proposals, in accordance with conditions defined in the RFP, must be received via USPS Certified mail, overnight delivery services (UPS, etc.) or hand delivered to KCHA's Central Office (600 Andover Park West, Tukwila, WA 98188) **no later than 2 pm Pacific Daylight Time on January 21, 2010. Faxed or emailed submittals will not be accepted.** Please submit 3 copies of the proposal, with the exception of the HUD #5369-C and Section 3 Certification forms, only one copy is needed of those two forms. **Any proposals received after the deadline stated above shall remain unopened and returned to the consultant.**

Submission Instructions: To ensure proper delivery, seal and mark proposals:

Resident and Landlord Survey RFP
c/o Judi Jones
King County Housing Authority
600 Andover Park West
Tukwila, WA 98188

Evaluation: KCHA expects to select the top one or two consultants that are best qualified to provide the services described in this RFP based upon the evaluation criteria set forth in the RFP. KCHA reserves the right to waive any information or irregularities in submittals, or to reject any and/or all proposals.

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INTRODUCTION

KCHA is a municipal corporation that was created in 1939 in order to provide housing assistance to low-income residents. KCHA operates in King County outside the city limits of Seattle and Renton and administers over 15,000 low and moderate income apartment units under a variety of federal, state and local assisted housing programs. Through these programs, KCHA supports a wide mix of single, family, disabled and special needs households. Primarily financed by the U.S. Department of Housing and Urban Development (HUD), KCHA manages, maintains and modernizes these housing units. KCHA also develops housing for its own portfolio and in partnership with investors and other parties. Over the past 10 years, KCHA has financed and developed a mixed income portfolio of over 4,000 additional units of affordable and low-income rental housing that now exceeds the size of its federally assisted low-income public housing inventory. A five member Board of Commissioners appointed by the King County Council governs KCHA. The Executive Director is appointed by and reports to the Board and is responsible for staff hiring and direction.

SCOPE OF WORK

The King County Housing Authority (KCHA) is a participant in the Department of Housing and Urban Development's (HUD's) Moving to Work (MTW) Demonstration program. Participation in the MTW program provides KCHA the flexibility to move away from HUD prescribed rules and regulations in favor of policies and procedures designed to address local needs and circumstances. Under the MTW program KCHA has developed a number of policy and procedural changes that alter the way its subsidized housing programs are operated. For example, KCHA has developed revised rent calculation policies, altered when and how rental units are inspected and implemented a number of program changes that streamline and simplify operations.

At this time, KCHA is seeking a qualified consultant to assist with the development of a comprehensive tool to measure levels of client satisfaction with the operation of its Public Housing, Section 8 Housing Choice Voucher and Asset Management programs, including the level of satisfaction with changes implemented as a result of MTW participation.

Refer to Exhibit A for details on the Scope of Work.

DURATION OF WORK

KCHA's anticipated start date is within 30 days of the Award of Contract Date. The contract for services shall be for a period of up to ninety days from the date of the executed contract. Extensions may be granted at the sole discretion of KCHA, subject to restrictions regarding maximum contract terms under KCHA's Procurement Policy.

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INFORMATION TO BE SUBMITTED WITH THE RFP

The Statement of Proposal must present the consultant's experience and qualifications to undertake the services specified above and should address, in order, the issues described in each of the sections below and should identify each section to facilitate quick reference. Respondents may incorporate additional information relating to each of the sections outlined below to respond to the evaluation criteria. Respondents choosing to provide additional materials, e.g., examples of work performed for other organizations, brochures, profiles, etc, should include them in a separate section of the proposal.

- 1) Letter of Interest:** The letter of interest should briefly summarize the consultant's qualifications. An Officer of the organization authorized to execute contracts or other similar agreements must sign the letter.
- 2) Work Plan and Schedule:** In detail, outline the firm's work plan to address the elements stated under the Scope of Work section outlined in this RFP. Include activities, a timeline for each activity, resources needed to complete activity and deliverables for each activity.
- 3) General qualifications and experience:**
 - a) Provide a description of the consulting firm, history and other general information that describes the consultant's qualifications and capacity to undertake this work.
 - b) Provide a list of clients of comparable size and scope that the consultant has provided similar services for in the last 5 years.
 - c) Discuss projected workload for this and other competing projects and show that the consultant has the capacity to work on a project of this magnitude.
 - d) Provide references or letters of recommendation from at least 3 recent clients.
 - e) Executed HUD form #5369-C "Certifications and Representations of Offerors Non-Construction Contract" in Exhibit E.
 - f) Identify staff assigned to the KCHA account that will perform and be responsible for the delivery of the above noted services. Include a brief resume, job description and title of each person.
 - g) Signed Section 3 business information and certification form in Exhibit C
- 4) Project Budget:** Based on the proposed work plan, provide a detailed budget for each Part of the Project, including hourly rate.

KCHA reserves the right to request additional information, if necessary, in order to complete the evaluation and selection process.

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EVALUATION CRITERIA

All responses to this RFP that are received on or before the stated deadline will be evaluated by a review panel according to the criteria listed below:

Related Experience: Maximum Points - 15

Demonstrate direct experience analyzing comparable business situations by supplying a representative listing of projects performed by your firm that are similar to the proposed project. List the personnel who will be assigned to the project and their experience in relation to the scope of the proposed project. List all subcontractors, if any, who will be involved in the project, their proposed scope of responsibility and related experience pertaining to the project.

Project Methodology: Maximum Points - 30

Outline the work plan and methodology that will be utilized to address the elements stated in the scope of work. Include activities, timeline for each activity, planned resources and deliverables.

Capacity / Availability: Maximum Points - 15

Proposal shall include a project schedule and staffing plan, which indicates the availability of the consultant to complete the scope of work in timely and efficient manner considering the current workload and staffing.

Fee Schedule: Maximum Points - 25

Based on the proposed work plan, include a detailed budget for each Part of the project.

Section 3 Qualifications: Maximum Points - 15**

See Exhibit C and attached documents for Section 3 of the Housing and Urban Development Act of 1968 requirements, preference for Section 3 businesses, evaluation instructions and documentation requirements. Respondents who meet the Section 3 business categories must indicate in this proposal under which category they are qualified and are responsible for providing all documentation or other information to support the declared category.

Total Points Available = 100 Points

** See Exhibit C and attached documents for Section 3 of the Housing and Urban Development Act of 1968 requirements, preference for Section 3 businesses, evaluation instructions and documentation requirements. Respondents who meet Section 3 business categories must indicate in this proposal under which category they are qualified and are responsible for providing all documentation or other information which supports the respondent's declared category.

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INTERVIEWS

KCHA reserves the right to conduct phone or in-person interviews with any and all consultants submitting Statements of Proposals. Interviews shall take place after the completion of evaluations by the review panel. The purpose of the interview is to seek clarifications or to ask additional questions. Based on the outcome of interviews, KCHA reserves the right to amend points awarded under the evaluation criteria above.

GENERAL CONDITIONS

- 1) **Basic requirements:** The consultant shall meet the requirements of Exhibit D, HUD form #5369-B; and, if applicable, Section 3 businesses as outlined in Exhibit C.
- 2) **RFP Amendment:** In the event there are changes or clarifications to this RFP, KCHA shall issue an Addendum. In such instances, the Addendum will only be sent to those parties who have registered with KCHA as having received an official copy of the RFP from KCHA. It is the responsibility of the respondent to check with KCHA prior to submittal deadline to ensure that all addenda issued by KCHA have been received.
- 3) **Rights reserved by KCHA:** KCHA reserves the right to waive any irregularities or informalities in the RFP and to reject any and/or all Statements of Qualification. KCHA will generally not disclose the number of responses received, the names of the respondents, or the status of negotiations until the Executive Director or his assignee has approved the award of the contract.
- 4) **The coverage specifications included in this RFP are a basic requirement:** Consideration will be given to all respondents that are proposing variations from the specifications contained in this RFP. KCHA reserves the right to select any variation that appears beneficial to its interests. The variation may be a primary response or proposed as an alternative. Additional special coverage or endorsements may be negotiated with the successful respondent after award as additional requirements are identified. Please indicate any specific additions or extensions of coverage included in this RFP and specify how premiums will be paid.
- 5) **Women and Minority Owned Business Enterprises (WMBE):** KCHA strongly encourages WMBEs, as well as socially and economically disadvantaged enterprises to participate in responding to this RFP. Small businesses are also encouraged to respond to this RFP. Please include any applicable certifications with this proposal.
- 6) **Section 3 Requirements:** Section 3 of the Housing and Urban Development Act of 1968 requires that, to the greatest extent feasible, KCHA provide employment opportunities to Section 3 residents. Section 3 residents include residents of KCHA communities and other low-income residents of King County.
- 7) **Basic Eligibility:** The successful consultant must be licensed to do business in the State of Washington, must have a state UBI number and be properly authorized and be licensed (if required by law) to perform the services proposed. In addition, the successful respondent

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must not be debarred, suspended or otherwise ineligible to contract with KCHA, and must not be included on the General Services Administration's (GSA) "List of Parties Excluded From Federal Procurement and Non-procurement Programs" or HUD's "Limited Denial of Participation" list.

- 8) **Payment Requirements:** No advance payments will be made to the awarded consultant, who must have the capacity to meet all expenses in advance of payments by KCHA.
- 9) **Records made Public:** All documents submitted to KCHA will become public record, as per RCW 42.56. If you are submitting information, which you think is "confidential" and/or "proprietary" to your business, KCHA recommends that you do not submit that information and KCHA cannot guarantee that type of information will be withheld from a public disclosure request.

INSURANCE

The awarded consultant shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the contract and performance of the work hereunder by the consultant, its sub-consultants, agents, representatives, employees, or anyone acting on consultant's behalf. The cost of such insurance shall be borne solely by the consultant.

- 1) **Minimum Scope and Limits of Insurance:** Consultant shall maintain insurance coverage and limits no less than:
 - ☐ **Commercial General Liability:** \$300,000 per occurrence, \$600,000 aggregate for bodily injury, personal injury, and property damage.
 - ☐ **Automobile Liability:** Minimum limits allowed by Washington State law per accident, combined single limit, including any auto - owned, hired, borrowed, leased and rented.
 - ☐ **Workers' Compensation:** Statutory requirements under Washington State law.
 - ☐ **Employer's Liability:** \$300,000 per accident for bodily injury, sickness or disease.
- 2) **Deductibles and Self-Insured Retentions:** Any deductibles and self-insured retentions must be declared to and approved by KCHA. At the option of KCHA, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects KCHA, its officials, officers, employees, partners, agents, and volunteers; or, the consultant shall provide a financial guarantee satisfactory to KCHA guaranteeing payment of losses and related investigation, claim administration and defense expenses.
- 3) **Other Insurance Provisions:** The policy or policies are to contain, or be endorsed to contain, the following provisions:
 - ☐ KCHA, its officials, officers, employees, partners, agents, and volunteers are to be covered as additional insured as respects products and/or services of the consultant.

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- ☐ The consultant's insurance coverage shall be primary insurance with respect to KCHA, its officials, officers, employees, partners, agents, and volunteers. Any insurance or self-insurance maintained or expired by KCHA, its officials, officers, employees, partners, and volunteers shall be excess of the consultant's insurance and shall not contribute with it.
 - ☐ Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed, except after 30 days (ten days for non-payment of premium) prior written notice by certified mail, return receipt requested, has been given to KCHA.
 - ☐ Maintenance of proper insurance for the duration of the contract is a material element of the contract. Material changes in the required coverage or cancellation of the coverage shall constitute a material breach of the contract.
 - ☐ Insurance is to be placed with an insurer with a current A.M. Best's rating of no less than B+ : VI. Respondents must provide written verification of their insurer's rating.
- 4) **Verification of Coverage:** Consultant shall furnish KCHA with original certificates of insurance and amendatory endorsements effecting coverage required by this clause. All endorsements are to be received and approved by KCHA before the consultant's products or services are delivered. KCHA reserves the right to require complete, certified copies of all required insurance policies or pertinent parts thereof, including endorsements affecting the coverage required by these specifications at any time. Contractor shall so provide within 5 working days after receipt of such request.

FAIR HOUSING/ACCESSIBILITY NOTICE

- 1) **Subject:** Accessibility Notice: Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Architectural Barriers Act of 1968 and the Fair Housing Act of 1988.
- 2) **Purpose:** The purpose of this Notice is to remind recipients of Federal funds (in this instance, the Public Housing Authority) of their obligation to comply with pertinent laws and implementing regulations which provide for non-discrimination and accessibility in Federally funded housing and non-housing programs for people with disabilities.
- 3) **Notifications:** Public Housing Agencies (PHAs) and other recipients of Federal PIH funds are responsible for providing this Notice to all **current** and **future** contractors participating in covered programs/activities or performing work covered under the above subject legislation and implementing regulations.

To read the full text of the Notice: Go to www.kcha.org. Notice to all Contractors, Vendors and Property Owners doing business with the King County Housing Authority, click on and read- **Fair Housing/Accessibility Notice.**"

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INDEMNIFICATION AND HOLD HARMLESS

Consultant agrees to defend, indemnify and hold harmless KCHA, its officers, officials, employees, partners, volunteers and agents (“Indemnities”) from and against any claims for physical injury to persons or property to the extent caused by the negligence of the consultant or its subcontractors, employees or agents, or anyone else acting on the Consultants behalf, in connection with the work required by this RFP; provided, however, that Consultant shall not be required to indemnify any Indemnities against liability for damages caused by or resulting from the sole negligence of Indemnities. Consultant’s indemnity shall include KCHA’s attorneys fees incurred in defending any such claim or in enforcing this indemnity. The foregoing indemnity is specifically and expressly intended to constitute waiver of Consultant’s immunity under Washington’s Industrial Act, RCW Title 51, and was specifically bargained for by the parties. Consultant hereby agrees to require all its subcontractors or anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this RFP to execute an indemnity clause identical to the preceding clause, specifically naming KCHA as indemnity, and failure to do so shall constitute a material breach of this RFP by Consultant.

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EXHIBIT A

Scope of Work

The King County Housing Authority (KCHA) is a participant in the Department of Housing and Urban Development's (HUD's) Moving to Work (MTW) Demonstration program. Participation in the demonstration program provides KCHA flexibility to move away from HUD prescribed rules and regulations in favor of policies and procedures designed to address local needs and circumstances. Under the MTW program KCHA has developed a number of policy and procedural changes that alter the way its subsidized housing programs are operated. For example, KCHA has developed revised rent calculation policies, altered when and how rental units are inspected and implemented a number of program changes that streamline and simplify operations.

At this time, KCHA is seeking a qualified consultant to assist with the development of a comprehensive tool to measure levels of client satisfaction with the operation of its Public Housing, Section 8 Housing Choice Voucher and Asset Management programs, including the level of satisfaction with changes implemented as a result of MTW participation. This will involve:

- ❑ Reviewing protocols and making recommendations regarding appropriate Survey sample size and data collection methods to ensure, to the greatest extent possible, results represent statistically valid response rates among targeted populations;
- ❑ Reviewing previously distributed KCHA surveys / questionnaires, and developing complete survey instruments for targeted groups; Presently, KCHA envisions this to include at minimum four (4) separate surveys, one each distributed to the following sub-groups:
 - Residents of KCHA owned Public Housing developments;
 - Participants under KCHA's Section 8 Housing Voucher program;
 - Section 8 Housing Voucher program Landlords;
 - Residents of KCHA Asset Management properties.
- ❑ Developing a KCHA specific survey instrument and distribution and collection model that: (1) includes relevant and appropriately structured questions; (2) is easy to understand, complete and submit by a wide range of individuals – including those who are not English proficient and for whom the survey must be available in an alternate language, and (3) is designed to encourage a high level of response (resulting in statistically valid measurements of the level of client satisfaction) among targeted populations; **and**

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- ☐ Designing a survey compilation tool that allows KCHA to gather and analyze survey data in multiple formats and groupings – including but not limited to the collection and analysis of data by location/building; family type (elderly, disabled, etc); race or other demographic grouping as determined necessary by KCHA.

Prior to beginning work, KCHA and the Consultant shall meet to discuss the detail of the review and design effort. All relevant policies, including the Housing Choice Voucher (Section 8) Administrative Plan and Public Housing ACOP and other relevant KCHA policies will be made available to the consultant upon request.

The final Survey instrument must be built in a format that will be easy for KCHA to maintain, update and administer after project completion. While the successful consultant's work will center upon the design, delivery and implementation of a survey tool that allows compilation of data from the three (3) main sub-groups noted above, the project could be later expanded to include assessment of KCHA operations among other sub-populations, programs and/or agency partners with whom KCHA interacts.

KCHA reserves the right to limit the contract award or extend the initial contract at its sole discretion, in compliance with established Procurement policies.

Bidders should include in their proposal a detailed summary of the process being proposed as well as a description of previous work performed of a similar nature. A list of individuals who will be involved in the work should be provided, including their credentials and related experience.

In addition, Bidders should include pricing under the proposal based upon each of the two following scenarios:

- ☐ Cost to KCHA with KCHA serving as the primary agent responsible for the distribution and collection of surveys and compilation of survey results; and
- ☐ Cost to KCHA with the Contractor serving as the primary agent responsible for the distribution and collection of surveys and compilation of survey results.

Bidders should also include descriptions of any software platforms or proprietary approaches that will be utilized. The proposal should further include a detailed description of the written outcome to be provided to the Housing Authority.

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**EXHIBIT B
FEE SCHEDULE/REFERENCE LIST**

Bidder: _____

Address: _____

Contact: _____ Phone/Email: _____

Companies should keep in mind that KCHA reserves the right to negotiate the proposed rates. For this submission, firms should include a two-year projection of rates, with the understanding that rates after the second year will be negotiated.

Be as complete and specific as possible. Fill in each category; blanks will be assumed to equal \$0.00. Where \$0.00, state so; if listed item is included in standard hourly rate, state so.

HOURLY RATES:

Partner: \$ _____

Associate: \$ _____

Non-Technical (e.g., Clerical, all other employees): \$ _____

REIMBURSABLE EXPENSES:

Photocopying: \$ _____ / copy

Legal Research: \$ _____ / hour

Telephone: \$ _____

Faxes: \$ _____ / page

Postage: \$ _____

Overnight Delivery: \$ _____

Travel: \$ _____

Word Processing: \$ _____ / hour

How will you bill for employees' travel time to/from KCHA's office?

_____ No Charge

\$ _____ Hourly Billing Rate

\$ _____ ½ Hourly Billing Rate

\$ _____ / Mile for Mileage

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EXHIBIT C

SECTION 3: INFORMATION AND CERTIFICATION

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

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SECTION 3

INFORMATION AND CERTIFICATION

Section 3 Qualifications for points awarded, see below

Your business will qualify for *only one* of these 4 categories. The points assigned for each category will not be reduced or added by the scoring committee.

Section 3 business--I 1) 51% or more owned by KCHA residents <i>at the site where the work will take place</i> , or 2) 30% or more of the business's permanent, full time employees are KCHA residents <i>at the site where the work will take place</i> .	15 points
Section 3 business--II 1) 51% or more owned by KCHA residents <i>at other KCHA developments</i> , or 2) 30% or more of the business's permanent, full time employees are KCHA residents <i>at other KCHA developments</i> .	12 points
Participants in HUD Youth build programs	9 points
Section 3 business--III 1) 51% or more owned by Section 3 persons, or 2) 30% or more of the business's permanent, full time employees are Section 3 persons, or 3) 25% or more of the contract value will be subcontracted to Section 3 businesses.	6 points

If you have further questions on Section 3, please refer to **www.hud.gov/offices/fheo/section3/section3brochure.cfm** or **24CFR Part 135**. If you do not have Internet access and wish to obtain this information, contact the contact person for this project.

Be sure to sign and return the Section 3 Certification form in this proposal.

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SECTION 3 CERTIFICATION

THIS FORM MUST BE SIGNED AND RETURNED.

PROJECT: _____

Company Name: _____

Address: _____

Year business founded: _____

Current number of employees: Full time _____ Part time _____

Type of trade or business: _____

1) Is **51% or more** of your business owned by KCHA residents **or** by persons who earn 80% or less of the median income level (for a household of their size) for the past year? (See attached income guidelines.)

☐ Yes ☐ No

2) Are **30% or more** of your **full time, permanent** employees KCHA residents **or** persons who earn 80% or less of the median income level (for a household of their size) for the past year? (See attached income guidelines.)

☐ Yes ☐ No

3) Do you plan **on subcontracting 25%** or more of the estimated contract value to companies owned by KCHA residents **or** by persons who earn 80% or less of the median income level (for a household of their size) for the past year? (See attached income guidelines.)

☐ Yes ☐ No

If "yes" is checked, please provide supporting documentation.

4) Is your company a participant in HUD Youth build Programs in the Seattle area?

☐ Yes ☐ No

If "yes" is checked, please provide supporting documentation.

5) Please sign the following statement:

As authorized representative of _____
(Name of company)

I certify that I (am) (am not) a qualified Section 3 Business.

I further certify that, **if I am awarded the bid, and need to hire additional employees to complete the work**, I will carry out Section 3 hiring, training and subcontracting requirements to the best of my ability.

(Signature)

(Print Your Name)

(Date)

If you have more specific questions on Section 3 contracting, contact Tim Baker at KCHA at 206-574-1111 or email at timb@kcha.org.

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**FY 2009 Income Limits Summary
Seattle – Tacoma – Bellevue, WA MSA**

Household Size			1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Very Low	Income Limits	(50%)	\$29,500	\$33,700	\$37,950	\$42,150	\$45,500	\$48,900	\$52,250	\$55,650
Extremely Low	Income Limits	(30%)	\$17,700	\$20,250	\$22,750	\$25,300	\$27,300	\$29,350	\$31,350	\$33,400
Low	Income Limits	(80%)	\$44,800	\$51,200	\$57,600	\$64,000	\$69,100	\$74,250	\$79,350	\$84,500

NOTE: King County is part of the **Seattle-Bellevue, WA HUD Metro FMR Area**. The **Seattle-Bellevue, WA HUD Metro FMR Area** contains the following areas: King County, WA; and Snohomish County, WA.

FY 2009 Median Income: \$84,300

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EXHIBIT D

**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.

REQUEST FOR PROPOSALS FOR RESIDENT AND LANDLORD SURVEY PROCESS

(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:]

**REQUEST FOR PROPOSALS
FOR RESIDENT AND LANDLORD SURVEY PROCESS**

EXHIBIT E: HUD Form MUST BE Signed and Submitted

**Certifications and
Representations
of Offerors
Non-Construction Contract**

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

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

- (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/offers shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offers 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/offers 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)

- | | |
|---|---|
| ☐ Black Americans | ☐ Asian Pacific Americans |
| ☐ Hispanic Americans | ☐ Asian Indian Americans |
| ☐ Native Americans | ☐ Hasidic Jewish Americans |

3. Certificate of Independent Price Determination

(a) The bidder/offers 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/offers 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/offers, directly or indirectly, to any other bidder/offers 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/offers 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/offers'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/offers's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offers'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

REQUEST FOR PROPOSALS FOR RESIDENT AND LANDLORD SURVEY PROCESS

(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:

REQUEST FOR PROPOSALS FOR RESIDENT AND LANDLORD SURVEY PROCESS

EXHIBIT F

General Contract Conditions Non-Construction

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

OMB Approval No. 2577-0180 (exp. 4/30/96)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0180), Washington, D.C. 20503. Do not send this completed form to either of these addresses.

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. Disputes

- (a) All disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.

(d) Provided the Contractor has (1) given the notice within the time stated in paragraph (c) above, and (2) excepted its claim relating to such decision from the final release, and (3) 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.

4. 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: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) 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 (1) 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)(2) above, and compensation be determined in accordance with the Changes clause; (2) 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; and (3) withhold any payments to the Contractor, for the purpose of set-off or partial payment, as the case may be, of amounts owed 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.

5. 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.

REQUEST FOR PROPOSALS FOR RESIDENT AND LANDLORD SURVEY PROCESS

6. 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.

7. 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 (1) appeals under the clause titled Disputes, (2) litigation or settlement of claims arising from the performance of this contract, or (3) 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.

8. 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:

- (1) Award of the contract may result in an unfair competitive advantage; or
- (2) 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.

9. 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.

10. 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.

11. 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 therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

12. 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.

13. 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:

- (1) The awarding of any Federal contract;
- (2) The making of any Federal grant;
- (3) The making of any Federal loan;
- (4) The entering into of any cooperative agreement; and,
- (5) 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.

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"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:

- (1) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (2) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (3) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (4) 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.

consistent with the amount normally paid for such services in the private sector.

"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 of 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.

- (1) 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.

(2) The prohibition does not apply as follows:

- (i) Agency and legislative liaison by Own Employees.

(A) The prohibition on the use of appropriated funds, in paragraph (1) 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)(2)(i)(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)(2)(i)(A) of this clause are permitted under this clause.

- (ii) Professional and technical services.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of-

- (1) 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.
- (2) 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)(2)(ii)(A) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

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(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)(2)(ii)(A)(1) and (2) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

The prohibition on the use of appropriated funds, in subparagraph (b)(1) 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:

(A) 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

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

(c) 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.

(d) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to a 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.

(e) 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.

14. Equal Employment Opportunity

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

(a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

(b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, (1) employment, (2) upgrading, (3) demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) rates of pay or other forms of compensation, and (8) selection for training, including apprenticeship.

(c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the

Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

(i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontract or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

15. 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.

16. 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.

17. 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.

18. Liens

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

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19. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)(Applicable to contracts in excess of \$500,000)

(a) The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of section 3 of the HUD Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

(b) The parties to this contract will comply with the provisions of Section 3 and the regulations issued pursuant thereto by the Secretary of HUD set forth in 24 CFR part 135, and all applicable rules and orders of HUD issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

(c) The contractor will send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding, if any, a notice advising the organization of the contractor's commitments under this clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

(d) The contractor will include this clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of HUD, 24 CFR part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of these regulations and will not award any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

(e) Compliance with the provisions of section 3, the regulations set forth at 24 CFR part 135, and all applicable rules and orders of HUD issued thereunder prior to the execution of the contract shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which the Federal assistance is provided, and to such sanctions as are specified by 24 CFR part 135.