



Solicitation Type & Number	Proposal - RFQ2017-003
Date of Proposal Announcement/Request	August 28, 2017
Solicitation Title	Housing Authority of Fulton County, Georgia – Legal Services
Request for Proposal/Questions Deadline	Friday, September 15, 2017 at 12 noon Eastern Daylight Time
Proposal Due Date Time	Friday, September 29, 2017 at 12:00 noon
HAFC Operating Days/Hours (except for Holidays)	Monday through Thursday 8:00 AM – 6:00 PM Eastern Daylight Time Friday 8:00 AM – 12:00 noon Eastern Daylight Time

DIRECT INQUIRES TO:

Point of Contact	Larry Haqq
Title	Executive Director
E-Mail Address	RFQ2017003@hafc.org
Fax Number	(404) 472-3484

Respondents are responsible for reading this solicitation and all exhibits, in its entirety, as updates and revisions have been added. Questions are to be submitted in writing via email to RFQ2017003@hafc.org. Answers to all questions will be posted to www.hafc.org. Respondents are responsible for monitoring www.hafc.org for communications related to this Request for Qualifications. By submitting a response to this solicitation, the Respondent acknowledges that they have read the entire document and is responding with full knowledge of all terms, conditions and requirements as set forth.

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PART I – INTRODUCTION

1.1 DEFINITIONS: For the purposes of this Request for Proposals, the following definitions shall apply:

The terms "*HAFC*"; "*Housing Authority*"; "*Authority*" mean the Housing Authority of Fulton County, Georgia.

The term "*RFP*" means this Request for Proposals.

The terms "*Offeror*"; "*Firm*"; "*Proposer*" mean the company(s), firm(s) or individual(s) from whom proposals are requested.

The term "*PHA*" refers to a Public Housing Authority. As used in this RFP, the term PHA will refer to a particular type of organization.

The term "*HUD*" means the United States Department of Housing and Urban Development, a Federal agency which partially funds and monitors operations of the Housing Authority of the City of Fulton County, Georgia. Nothing contained in this RFP or in the contract resulting from the selection process shall be construed to create any contractual relationship between the successful proposer and HUD.

1.2 PROFILE: HOUSING AUTHORITY OF FULTON COUNTY, GEORGIA

The Housing Authority of Fulton County, Georgia (HAFC) was incorporated in 1972 through enabling legislation, as a public housing authority under the laws of the State of Georgia. The cognizant federal agency for all PHAs at that time was the United States Housing Authority (now HUD). The mission of the HAFC was specifically stated as the provision of decent, safe, and sanitary housing for low income persons. The HAFC is governed by a Board of Commissioners, consisting of nine (9) members, of which seven (7) are appointed by the Fulton County, Georgia Board of Commissioners and (2) are elected from the population of eligible residents receiving subsidy from the HAFC. The chief executive officer of the HAFC responsible for the organization's general operations is the Executive Director.

HAFC must follow the laws, policies and regulations as set forth by the U.S. Federal Government, including the U.S. Department of Housing and Urban Development, applicable Georgia State and local government regulations. The HAFC inventory consists of Low Income Public Housing (LIPH) Units (9); Housing Choice Vouchers (HCVs/847); Public Housing/Low Income Housing Tax Credits (PH/LIHTC/132); Project-Based Vouchers/RAD/190); and Ports administered by HAFC (1480). Total Combined: **2658**

HAFC enters into and executes contracts and other instruments that are necessary and convenient to the exercise of its powers. HAFC maintains contractual agreements with HUD to manage and operate its LIPH public housing program, administer the HCV, PH/LIHTC and Project-Based Vouchers/RAD Programs that are mainly funded by rental income and HUD subsidies and grants. The HAFC also participates in ancillary funding opportunities to include Bonds and Tax Credit Subsidy.

PART II – STATEMENT OF WORK

2.1 SCOPE OF SERVICES

The HAFC requests proposals from qualified legal firms with the ability to practice law in the state of Georgia, to provide services in all legal matters. HAFC is looking for a firm with experience in the following areas of legal services: housing development and management; real property laws and codes, GA state public employer labor and employment law and federal subsidy programs (i.e. public housing and Section 8 programs.) Legal services under the contract which shall be entered into by and between the HAFC and the successful respondent shall include, but not be limited to:

- 1) Attendance and guidance during any or all HAFC Board of Commissioners meetings (regular or special) and other meetings as requested, and supervision, as to legality of the official minutes of the Authority.
- 2) Conferring with and advising the officers, employees, and members of the Board of Commissioners of the HAFC on legal matters and issues when requested.
- 3) Drafting and/or review of legal documents, papers, contracts, agreements, certifications, resolutions, specifications, bonds, waivers, and such other legal drafting as may be required.
- 4) Advising and consulting with the HAFC on all matters of a legal nature.
- 5) Appearance for and representation of the HAFC in court, in all litigated matters except as herein otherwise provided.
- 6) Performance of services necessary in the prosecution of contested eviction actions.
- 7) Guidance to the HAFC and staff, as well as representation when necessary, regarding personnel actions, policies and procedures, including but not limited to employment compensation hearings, worker compensation claims, employment discrimination claims and equal employment hearings.
- 8) Guidance to the HAFC and staff regarding real estate procedures, including but not limited to tax credit financing, as well as the completion of real estate transactions, including the review of utility easements.
- 9) Review of employee benefits contracts, including but not limited to pension plan documents, group annuity contracts, group medical insurance contracts, life insurance contracts and disability contracts.
- 10) Defense of the HAFC during litigation arising out of the course of operations of the Authority.

- 11) Consultation with other attorneys representing the HAFC in litigation in which the Authority's liability insurance carrier has retained counsel to represent the HAFC and, if needed, appearance in said litigation on behalf of the HAFC.
- 12) Review of Federal guidelines and regulations and advise HAFC and staff to the consequence as necessary.
- 13) Review all potential terminations and make recommendations as to appropriate actions, as well as draft notices of termination.
- 14) Representation of the HAFC on appeals of lower court decisions to the Federal or State Appellate Courts.
- 15) Review of requirements, obligations and procedures for complete and efficient processing of bankruptcy notices related to a) Employee matters (payroll) and b) Current or previous public housing residents and/or Section 8 assisted residents.
- 16) Approval of the legality of contracts and all payments thereunder.
- 17) Handling of all legal questions and matters arising under contracts of the HAFC and rendering legal opinions on all matters submitted by the HAFC.
- 18) Review and approval of all documents pertaining to temporary and permanent financing relating to all developments in the HAFC inventory.
- 19) Instituting and bringing to conclusion in court of original jurisdiction, all actions for the recovery of possession of dwelling units or for the collection of rent.
- 20) Reviewing, advising, and representing the HAFC in connection with disputes arising out of the bid process.
- 21) Reviewing, advising, and representing the HAFC with regard to disputes arising out of contracts between the HAFC and its vendors.
- 22) Advising and representing the HAFC with regard to issues and claims arising out of construction contracts.
- 23) Advising and representing the HAFC with regard to issues involving the Labor Law.
- 24) All legal work necessary in connection with the preparation and adoption of the initial management program for each project, including the completion of all resolutions and forms necessary for a complete management program.
- 25) Preparation, modification and approval of the HAFC's dwelling lease and HCV/Section 8 contracts.

- 26) Advice and assistance to the HAFC in connection with the tenant grievance hearings, including appearances at hearings if requested.
- 27) The preparation and review of all documents relating to the issuance of all obligations, including, debt financed of the HAFC to include, the rendering of legal opinion of Issuer's counsel.
- 28) All legal work in connection with acquisition and/or disposition of real property, including the examination of abstracts of title and the furnishing of a consolidated opinion of title in accordance with local regulations.
- 29) Advise and assist the HAFC in any new programs such as but not limited to establishment of not-for-profit subsidiaries.
- 30) Advise and assist the HAFC on matters subject to the US Federal Fair Housing Act of 1968. (Equal Housing Opportunity)
- 31) Other legal services as may be requested by the HAFC Board of Commissioners and/or Executive Director.

NOTE: Historically, a range between one hundred (100) and six hundred fifty (650) hours per year of attorneys' time has been spent to fulfill the obligations of this contract, however, there is no guarantee expressed or implied that it could or would be more or less. This information is just intended as a guide.

2.2 FIRM QUALIFICATIONS

The description of respondent's qualifications and experience shall evidence/demonstrate that respondent possesses the following:

- 1) A broad and practical knowledge of HUD rules, regulations, requirements, law and related procedures; knowledge of various housing programs of the U.S. Department of Housing and Urban Development (HUD) with particular emphasis on the Public and Indian Housing Programs and the Housing Choice Voucher (Section 8) Housing Programs; experience in implementing same.
- 2) Knowledge and work experience with Administrative regulations and the law in matters relating to, but not limited to the following areas: Davis-Bacon Act, Lease and Grievance procedures, Affirmative Action regulations, Georgia State Public Housing Law and the programs of the Fulton County Department of Family and Children Services which impact low-income housing, Lead-Based Paint Poisoning Prevention Action, Rental Assistance Demonstration (RAD), Family Self-Sufficiency (FSS) Program, HUD Disposition, Demolition and Development programs and laws and regulations relating to non-discrimination based on handicap in federally-assisted programs with emphasis on Section 504 of the Rehabilitation Act of 1973 and the Architectural Barriers Act of 1968.

- 3) Strong analytical and interpretive skills, as well as verbal and written communication expertise, particularly with regard to housing and urban development matters; and experience in applying same.
- 4) Ability to provide legal services involving housing development and management; financing involving advance, permanent and temporary notes; litigation, real property laws and codes; human services arbitrations, federal subsidy programs, tax credit financing and bonds.
- 5) Skills, capabilities, capacity and work experience of a demonstrated level that would assure completion of the scope of work in a timely and satisfactory manner.
- 6) All necessary and/or required licenses, registrations, and certifications.
- 7) Certification that the firm/individual is not debarred, and has all necessary and/or required insurance coverage in effect.
- 8) Ten (10) or more years of experience representing a housing authority or its relative equivalent.

PART III – SPECIAL CONDITIONS

3.1 CONTRACT TERM

The successful Offeror shall be expected to execute a standard professional service contract with HAFC. The term of the contract shall be effective when executed by HAFC and shall continue for three (3) years with the option to renew for two (2) additional years (specific dates to be identified in contract negotiations), unless sooner terminated in accordance with the contract. Contract negotiations and renewals will be discussed upon the interview with selected candidates.

The contract with the selected legal firm will include a ninety (90) day term extension at the existing billing rates after contract expiration (if convenient to HAFC). This extension may be necessary if the current legal firm is not selected for the next legal services contract.

3.2 STANDARDS OF CONDUCT

The successful Offeror shall be responsible for maintaining satisfactory standards of employees' competency, conduct, courtesy, appearance, honesty, integrity and shall be responsible for taking such disciplinary action with respect to any employee, as may be necessary.

3.3 SECTION 3 AND MINORITY/WOMEN BUSINESS PARTICIPATION

The firm awarded the contract agrees to use its best efforts to subcontract and employ Section 3 and

minority business enterprises and/or women business enterprises, certified as such or recognized by HAFC as such. HAFC is an equal opportunity employer and requires all of its contractors to comply with policies and regulations concerning equal employment opportunity. HAFC has a goal of 30% for Section 3 and MBE/WBE participation.

PART IV – SUBMISSION REQUIREMENTS

4.1 GENERAL CONDITIONS

The RFP will be available at the Administrative Office of the Housing Authority of Fulton County, Georgia located at 4273 Wendell Drive, Atlanta Georgia 30336 and available on the HAFC website www.hafc.org. All addenda and responses to written questions will be published on the HAFC website or available in hard copy if requested. It is the respondents' responsibility to check the HAFC website for addenda changes and written question responses.

All proposals must conform to requirements outlined herein. HAFC reserves the option to require or to request additional information from selected candidates. There may be subsequent instructions, if any, issued to the selected candidates.

The successful Offeror will be expected to execute a standard professional service contract with HAFC based on the proposal submitted and the requirements of this RFP and any future addenda thereto.

Any amendment or addenda may be issued prior to the opening of proposals for the purpose of changing or clarifying the intent of this RFP. All amendments or addenda shall be binding in the same way as if originally written in this RFP.

The Offeror shall identify any conflicts of interest which may arise if the Offeror serves as HAFC's counsel and shall describe how it proposes to avoid such conflicts. The contract will require the Offeror to notify HAFC immediately of any potential conflicts of interest and to undertake immediate action to eliminate the source of the potential conflict. HAFC will reserve the right to make the Offeror aware of situations which may present a conflict of interest and require the Offeror to promptly remedy the situation to the satisfaction of HAFC.

Offerors shall be responsible for informing themselves with respect to all conditions, which might in any way affect the cost or performance of any of the work. Failure to do so shall be at the sole risk of the Offeror and no relief shall be given for errors or omissions by the Offeror.

An authorized representative of the Offeror must sign proposals.

This RFP does not represent a commitment or offer by HAFC to enter into contract, or other agreement with proposer. The proposal and any information made a part of the proposal will become a part of HAFC's official files without any obligation on HAFC's part to return it to the individual proposer. This RFP and the selected firm's proposal will, by reference, become a part of any formal agreement between the firm and HAFC resulting from this solicitation.

HAFC reserves the right to waive any irregularities or formalities in any or all proposals. Failure to furnish all information requested may disqualify a proposer.

The U.S. Department of HUD, the US Government Accounting Office, the State of Georgia, HAFC, any duly authorized representatives of each, shall have access to, and the right to examine any and all pertinent books, records, documents, invoices, papers, and the like, of the firm, which shall relate to the performance of the services provided.

The Offeror shall not collude in any manner or engage in any practices with any other proposer(s), which may restrict or eliminate competition. Violations of this instruction will cause the proposal to be rejected. This prohibition is not intended to preclude joint ventures or subcontracts.

4.2 PROPOSAL REQUIREMENTS

The following is a description of the minimum information which must be supplied in your proposal. You may give supplementary facts or other materials that you consider may be of assistance in the evaluation.

A. Executive Summary

Provide a brief summary of your firm's approach to the work associated with the requested services, demonstrate an understanding of the scope of services required, and approaches to be utilized in performing these services, specifically related to the rules, regulations associated with public housing authorities.

B. Experience

Describe how long the Attorney or Law Firm has been in business and current structure. Provide any other names under which the firm has done business and the dates it operated under each name and the locations at which it operated under each name. Describe the experience of the Offeror conducting comparable services during the most recent five (5) year period similar in scope to the services required by HAFC. Provide a list of companies or governmental agencies or organizations to which your firm is currently providing services. If this does not include at least three (3) entities, then provide the names of the entities for which similar services have been provided.

For each client entity include:

- The term (beginning and ending dates) of your contract agreement(s)
- A brief description of the scope of work
- The name and contact information of the individual that administered your contract(s)
- Explain the roles performed by the proposer for the client entity

C. Qualifications

Provide the qualifications and experience the firm has in providing services outlined in Section 2.1 Scope of Services, including Board certifications held. Describe Offeror's experience with public housing legal issues including applicable State of Georgia and Federal public housing regulations. List

all key members of the firm who will be committed to this contract. Indicate the level of effort and function of each member of the firm toward the execution of this contract. Prepare an organizational structure to show how the key members will be involved. Include resumes for these individuals.

D. Schedule of Performance/Timeliness/Deliverables

Each proposal shall include a description of how the firm intends to assume responsibility of existing legal matters and how soon the firm would be in a position to provide services. The description should also include the firm's availability for all future services outlined in Section 2.1 (i.e., court appearances, board meetings, etc.).

E. Affirmative Action Plans

Explain method and procedures that your firm will use to achieve meaningful Section 3, Minority and Women Business (M/WBE) participation in the contract.

F. Cost

Provide hourly billing rates for services. Provide the structure of rates for partners, associates, paralegals, couriers, etc. Selected proposer must be capable of tracking and billing (invoicing) all work hours and materials (if reimbursable) by specific program or funding source as required by HAFC. Any proposer not capable or willing to comply with this requirement will be considered non-responsive. Preferred formatting will be agreed upon during contract negotiations.

All costs related to this contract will be governed by federal regulations and HUD Handbook No. 7460.8 REV 2.

G. Exclusions

Costs as described in the following section shall be underwritten by the HAFC subject to the approval process described herein in addition to amounts bid on the basis of this specification:

- 1) All reasonable and necessary expenses paid out or incurred on behalf of the HAFC in the provision of required services as described such as court costs, witness fees, recording fees, etc., but not including the Attorney's office or overhead expenses.
- 2) All reasonable and necessary expenses for traveling and subsistence in connection with the performance of the duties of said Attorney, outside the area within which the Authority is authorized by law to operate. Such compensation shall be limited to the amount allowed in accordance with the terms of the Authority Travel Policy current at the time the expense is incurred.
- 3) Fees and costs for litigation which, in the agreed opinion of both the Authority and the Attorney, are extraordinary or lengthy and beyond the scope of Section 2.1 of this RFP. In each case, the Attorney shall notify the Authority in writing and the matter will be reviewed. If agreement cannot be reached, the Authority will submit the matter to the Regional Counsel for the Department of Housing and Urban Development, and in the event any such litigation is in the opinion of the

Office of the Regional Counsel extraordinary, the Attorney shall, upon written request of the HAFC, perform such litigation which for the purpose of this specification, is considered extra services. In the event the Regional Counsel is of the opinion that such litigation is not extraordinary, it shall so notify the Authority and its Attorney before the opinion and final determination of Regional Counsel shall be or become binding upon said Authority and its Attorney. Law firms responding to this Request for Proposal shall include as part of their proposal a separate hourly rate to cover special or extraordinary litigation which the Authority from time to time may request of the Attorney. This litigation shall be beyond the scope of Section 2.1 of this RFP.

G. Insurance

The successful Offeror shall provide HAFC with evidence of all appropriate and applicable insurance coverage carried by the firm, including policy coverage periods. Offerors shall furnish HAFC with certificates of insurance, showing that the following insurance is in force and will insure all operations under this RFP.

- **Professional Liability Insurance** – The successful Offeror shall maintain a policy of professional liability insurance in the amount of at least \$2,000,000 per occurrence.
- **Workers' Compensation** in accordance with the State of Georgia rules and regulations
- **General Liability Insurance** with a single limit for bodily injury of \$1,000,000 per occurrence and property damage limit of no less than \$1,000,000 per occurrence.
- **Automobile liability** on owned and non-owned motor vehicles used on the site(s) or in connection herewith for a combined single limit of bodily injury and property damage of not less than \$1,000,000 per occurrence.

All insurance shall be carried with companies that are financially responsible and admitted to do business in the State of Georgia. Offeror shall not permit the insurance policies required to lapse during the period for which the Agreement is in effect. All certificates of insurance shall provide that no coverage may be cancelled or non-renewed by the insurance company until at least thirty (30) day's prior written notice.

PART V – PROPOSAL SELECTION

5.2 EVALUATION FACTORS

Selection of a successful Offeror will be the sole discretion of HAFC. An HAFC evaluation committee will be established to review Offeror responses to this RFP. Proposals will be evaluated using the following evaluation criteria. Offerors will be selected based on the highest cumulative score, as provided below. The HAFC, however, reserves the right to reject any and all proposals and to waive any informality in proposals received for any reason whatsoever.

EVALUATION CRITERIA	Maximum Points
1. Offeror's compliance with all specifications and/or other requirements contained in this RFP (excluding cost).	25
2. <i>Labor and Employment Matters</i> Relevant experience and qualifications with GA state and federal statutes and regulations regarding labor and employment matters relating to public agency law. Relevant experience and qualifications in alternative dispute resolution regarding employment matters.	25
3. <i>Affordable Housing Development and Acquisitions</i> Relevant experience and qualifications with affordable/public housing legal issues including applicable State of Georgia and Federal regulations affecting public housing authorities and the Section 8 program, including Internal Revenue Code Section 42 and debt financing regulations.	25
4. <i>General Counsel and Litigation</i> Relevant experience and qualifications with affordable/public housing and HCV/Section 8 legal issues including applicable State of Georgia and Federal affordable/public housing and Section 8 regulations.	25
TOTAL POINTS	100

During proposal evaluation, HAFC reserves the right to call for supplementary information from Offerors and to meet with all or any one of them to clarify points of uncertainty or ambiguity.

If selected, candidates may be requested to attend an interview to discuss the proposed scope of work, including availability of equipment and staffing, accounting and payment procedures, schedules, qualification of subcontractors proposed for portions of the work, and such other items as are directly related to the proposal prior to being awarded the contract.

Interviews and negotiations may be conducted with contractors who have a reasonable chance of being selected for award. After evaluation of the proposal revisions, if any, the contract will be awarded to the responsible firm whose qualifications, price and other factors considered are advantageous to HAFC.

5.3 SUBMISSION INSTRUCTIONS

Prospective Offerors desiring any explanation or interpretation of the solicitation must request in writing by **Friday, September 15, 2017 at 12 noon Eastern Daylight Time**, at least fourteen (14) calendar days before the RFP due date. This will allow issuance of any necessary amendment to the RFP.

Any request for additional information must be addressed to emailed to RFQ2017003@hafc.org. Any information given to a prospective Offeror about this solicitation will be furnished to all other

prospective Offerors as a written amendment to the solicitation. All communication for this RFP shall be in writing. Any verbal communication in regards to this RFP will be considered non-binding.

All responses to the RFP must be enclosed in a sealed envelope and labeled as follows: **LEGAL SERVICES RFP**

**The RFP response must be addressed to: Housing Authority of Fulton County, Georgia
Legal Counsel RFP
4273 Wendell Drive
Atlanta Georgia 30336**

All Proposals are due by 12 noon, EDT, Friday, September 29, 2017. Any proposal received after this deadline will not be considered.

Offers by telegram, telephone, facsimile, e-mail, and handwritten proposals will not be accepted by HAFC.

One (1) original and four (4) copies of the proposal must be submitted.

HAFC reserves the right to reject any or all proposals with or without cause.

5.4 TIMETABLE

1.	RFP Available	September 1, 2017-September 29, 2017
2.	Deadline for Written Questions	September 15, 2017
3.	Response to Written Questions Completed	September 22, 2017
4.	Submittals Due	September 29, 2017
5.	Selection of Shortlist Candidates	October 6, 2017
6.	Interviews Completed	October 18, 2017
7.	Contract to be Awarded	November 16, 2017
8.	Notice of Award and Non-Awards	November 21, 2017

PART VI – FORMS AND ATTACHMENTS

Submit the following Forms and HUD Certifications, which shall constitute a part of the RFP and any contract. All work will be performed in accordance with professional standards, HUD regulations, requirements and criteria, local codes, regulations, ordinances, and statutes.

- Exhibit A: Certification of Proposer
- Exhibit B: Certification Regarding Lobbying
- Exhibit C: Standard Form LLL: Disclosure of Lobbying Activities
- Exhibit D: Conflicts of Interest
- Exhibit E: Form HUD-5369 B: Instructions to Offerors Non-Construction
(Provided for information and does not need to be submitted with the Proposal)
- Exhibit F: Form HUD-5370 C: General Conditions For Non-Construction Contracts
- Exhibit G: Supplemental General Conditions
- Exhibit H: Form HUD-5369 C – Certifications and Representations of Offerors
- Exhibit I: Special Participation Summary
- Attachment J: Section 3 Clause
- Acknowledgement of Addenda and Responses to Written Questions

HOUSING AUTHORITY OF FULTON COUNTY, GEORGIA

“LEGAL SERVICES” PROPOSAL

**ACKNOWLEDGEMENT OF ADDENDA AND
RESPONSES TO WRITTEN QUESTIONS**

Offeror acknowledges having checked the HAFC website, <http://www.hafc.org/doingbus.html> for all Addenda and responses to written questions through the end date for responses to written questions and addenda of September 22, 2017. Noted addenda numbers are listed below with the date of receipt.

Addendum Number: _____

Date Received: _____

Addendum Number: _____

Date Received: _____

Addendum Number: _____

Date Received: _____

Addendum Number: _____

Date Received: _____

Addendum Number: _____

Date Received: _____

(Firm Name)

(Signature)

(Printed or Typed Name)

EXHIBIT A - CERTIFICATION OF PROPOSER

REGARDING DEBARMENT SUSPENSION AND OTHER RESPONSIBILITY MATTERS

(Proposer) _____ certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three year period preceding this bid been convicted of or had civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or Local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, thief, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (2) of this certification: and
4. Have not within a three year period preceding this bid had one or more public transaction (Federal, State or Local) terminated for cause or default.

If the Proposer is unable to certify to any of the statements in this certification, the Proposer shall attach an explanation to this certification.

(Proposer) _____ CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

EXHIBIT B - CERTIFICATION REGARDING LOBBYING

I, _____,
Hereby Certify on (Name and Title of Authorized Official)

Behalf of _____ that
(Subcontractor)

- (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, and 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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Signature and Title of Authorized Official

EXHIBIT C: STANDARD FORM LLL: DISCLOSURE OF LOBBYING ACTIVITIES

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

Public Reporting Burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, researching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Please do not return your completed form to the Office of Management and Budget sent it to the address provided by the sponsoring agency.

<p>1. Type of Federal Action:</p> <p><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</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only year _____ quarter _____ date of last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:</p> <p>Congressional District, if known:</p>		<p>5. If reporting entity in No. 4 if Subawardee, enter name and address of Prime.</p> <p>Congressional District, if known:</p>
<p>6. Federal Department/Agency:</p>		<p>6. Federal Program Name/Description:</p> <p>CFDA Number, if applicable:</p>
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known: \$</p>	
<p>10a. Name and Address of Lobbying Registrant (If individual, last name, first name, MI):</p>	<p>b. Individuals performing services (Include address if different from No. 10a) (last name, first name, MI):</p>	
<p>I. Information requested through this form is authorized by Sec 319, Pub L. 101-121, 103 Stat. 750, as amended by Sec. 10: Pub. L. 104-65, Stat 700 (31 U.S.C. 1352). This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the above when this transaction was made entered into. This disclosure is required pursuant to 31 U.S.A.C. 1352. This information will be reported to the Congress semiannually and 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.</p>		<p>Signature _____ Print Name _____ Title: _____ Telephone No.: _____ Date: _____</p>

INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBY 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 of any lobby 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. Use the SF-LLL-A Continuation Sheet for additional information in the space on the form is inadequate. Complete all items that apply for both the initial filing and material change reports. 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 lobby 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 follow up 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 a subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is in 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 (CFOA) number for grants, cooperation 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-90-00).
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 entity 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. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual or will be made 9planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box (es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box (es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date (s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal Official (s) or employee (s) contacted of the officer (s) employee (s) or Member (s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet (s) is attached.
16. The certifying individual shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 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 respect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-004-5), Washington, D.C. 20503.

EXHIBIT D - CONFLICTS OF INTEREST

_____ ("Contractor") certifies
that:

1. No employee, officer, or agent of the Housing Authority of the Fulton County, Georgia (HAFC) participated in the selection, or in the award or administration of the Contractor's Agreement with HAFC, which would involve a conflict of interest, real or apparent. A conflict would arise when (i) a HAFC employee, officer or agent, (ii) any member of his or her immediate family, (iii) his or her parents (iv) his or her business associates or (v) an organization that employs, or is about to employ, any of the foregoing, receives a payment from the Contractor or any affiliate thereof, or has a financial or other interest in the Contractor or the Contractor's Agreement with HAFC.

2. Contractor shall not enter into any contract, subcontract or agreement with any officer, agent or employee of HAFC during his or her tenure nor for one year thereafter shall any officer, agent or employee of HAFC have any interest, direct or indirect, in the Contract Agreement, including the proceeds thereof.

CONTRACTOR

Date: _____, 201__

By: _____

Name: _____

Title: _____

EXHIBIT E

Instructions to Offerors Non-Construction

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



- 03291 -

1. Preparation of Offers

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

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

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

2. Submission of Offers

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

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

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

3. Amendments to Solicitations

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

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

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

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

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

(2) Have a satisfactory performance record;

(3) Have a satisfactory record of integrity and business ethics;

(4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and

(5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

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

6. Late Submissions, Modifications, and Withdrawal of Offers

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

(1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;

(3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or

(4) Is the only offer received.

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

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

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

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

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

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

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

7. Contract Award

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

(b) The HA may

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

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

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

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

8. Service of Protest

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

9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/31/2017)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

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

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$100,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) **greater than \$2,000 but not more than \$100,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$100,000 – use Sections I and II.**

Section I - Clauses for All Non-Construction Contracts greater than \$100,000

1. Definitions

The following definitions are applicable to this contract:

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

2. Changes

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

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 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 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 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; 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 ~~benefit~~ 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 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 receiving that Federal action.

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

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

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

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

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

(iii) Selling activities by independent sales representatives.

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

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

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

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

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

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

16. Equal Employment Opportunity

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

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the

Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

17. Dissemination or Disclosure of Information

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

18. Contractor's Status

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

19. Other Contractors

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

20. Liens

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

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

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of

apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

22. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

EXHIBIT G: – SUPPLEMENTAL GENERAL CONDITIONS

SUPPLEMENTAL GENERAL CONDITIONS

To the extent that there is a conflict between the terms of the General Conditions and the terms of the Supplemental General Conditions, the terms of the Supplemental General Conditions shall govern to the extent of such conflict.

If HUD 5370 applies:

Section 31(e) of the General Conditions shall be deleted in its entirety and replaced by the following:

31(e). Forum. The Contracting Officer's decision shall be final unless, within thirty (30) days of receipt of the Contracting Officer's decision, the Contractor files suit in a court of competent jurisdiction.

If HUD 5370-EZ applies:

Section 3(d) of the General Conditions shall be deleted in its entirety and replaced by the following:

31(d). Forum. The Contracting Officer's decision shall be final unless, within thirty (30) days of receipt of the Contracting Officer's decision, the Contractor files suit in a court of competent jurisdiction.

If HUD 5370-C applies:

Section 1 Item 7(d) of the General Conditions shall be deleted in its entirety and replaced by the following:

Section 1 Item 7(d). Forum. The Contracting Officer's decision shall be final unless, within thirty (30) days of receipt of the Contracting Officer's decision, the Contractor files suit in a court of competent jurisdiction.

HOUSING AUTHORITY OF FULTON COUNTY, GEORGIA

Date: _____ Signature: _____
Contracting Officer

=====

Vendor Name(Insert vendor company name above) _____

Date: _____ Signature: _____

Title: _____

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

EXHIBIT H
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/offerors 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)

- Black Americans Asian Pacific Americans
- Hispanic Americans Asian Indian Americans
- Native Americans 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:

Offeror: _____

RFP#: _____

Due Date: _____

EXHIBIT I - SPECIAL PARTICIPATION SUMMARY

I. SMALL BUSINESS PARTICIPATION

Is the Offeror a Small Business as defined by the size and standards in 13 CFR 121?

Yes _____ No _____

III. WOMEN-OWNED BUSINESS PARTICIPATION

Is the Offeror classified as a Woman-Owned Business Enterprise as defined in Art. 2, Part C of HUD-5369-C

Yes _____ No _____

II. MINORITY BUSINESS PARTICIPATION

Is the Offeror classified as a Minority Business Enterprise as defined in Art. 2, Part C of HUD-5369-C?

Yes _____ No _____

If "No", are any Consultants classified as Women-Owned Business Enterprises?

Yes _____ No _____

If "No", are any Consultants classified as Minority Business enterprises?

Yes _____ No _____

If "Yes", please fill in the following chart:

If "Yes", please fill in the following chart:

Consulting Firm(s) (MBE)	\$ Value Contract	% of Fee

Consulting Firm(s) (WBE)	\$ Value Contract	% of Fee

EXHIBIT J - Section 3 Clause

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 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 or 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 to the maximum extent feasible, but not in derogation of compliance with section 7(b).