



PIERCE COUNTY HOUSING AUTHORITY

603 South Polk Street, Tacoma, WA 98444 | 253-620-5400

SH-23-02

Competitive Proposal | Federal Funding | Professional Services

INDEPENDENT HOUSING QUALITY STANDARDS (HQS) INSPECTOR

Request for Proposals

Proposals Due:

5:30 PM, Wednesday, April 5, 2023

ISSUE DATE: Monday, March 6, 2023

Project Team

PROJECT: Independent Housing Quality Standards (HQS) Inspector
SH-23-02

OWNER: Pierce County Housing Authority
603 Polk St S,
Tacoma, WA, 98444

CONTACT: **Project Director**
Tamara Meade
Office: +1 (253) 620-5463
Cell: +1 (253) 439-8031
Email: tamaramede@pchawa.org

Contract Administration

Riley Guerrero
Office: +1 (253) 620-5478
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Notice is hereby given that proposals an independent Housing Quality Standards Inspector will be accepted by Pierce County Housing Authority until 5:30 PM, Wednesday, April 5, 2023. Firms interested in providing such service to the Pierce County Housing Authority must complete and submit the documents and statements required in Proposal Requirement section of this solicitation. Proposals may be received by electronic mail at tamameade@pchawa.org or by ground mail at 603 Polk St S, Tacoma, WA, 98444.

Proposals received after 5:30 PM, Wednesday, April 5, 2023, even if mailed earlier, will not be accepted.

Any questions may be referred to Tamara Meade, Director of Supported Housing, or Riley Guerrero, Administrative Coordinator.

Tamara Meade
Director of Supported Housing
253-620-5463 (Office)
253-439-8031 (Cell)
tamameade@pchawa.org

Riley Guerrero
Administrative Coordinator
253-620-5478 (Office)
253-993-6493 (Cell)
rguerrero@pchawa.org

PCHA manages over 670 units in Pierce County, in 8 multifamily housing complexes. For units that are owned by PCHA where the occupant also has a Housing Choice Voucher administrated by PCHA, an independent inspector is required to ensure that the unit meets Housing Quality Standards, as determined by the United States Department of Housing and Urban Development (HUD). PCHA also requires support for its annual, biennial, and initial inspections in non-PCHA owned units.

These inspections must be carried out in compliance with 24 CFR §982.401-406 and the PCHA Administrative Plan Chapter 8 Section 8.

PCHA RESERVATION OF RIGHTS

In responding to this solicitation, the respondent acknowledges that PCHA reserves the following rights:

- PCHA reserves the right to reject any or all proposals;
- PCHA reserves the right to waive any informality in the RFP process;
- PCHA reserves the right to terminate the RFP process at any time, if deemed by the HA to be in its best interests;
- PCHA reserves the right not to award a contract pursuant to this RFP.
- PCHA reserves the right to award more than one contract for services.
- PCHA reserves the right to terminate a contract awarded pursuant to this RFP, at any time for its convenience upon 30 days written notice to the successful proposer(s);
- PCHA shall have no obligation to compensate any proposer for any costs incurred in responding to this RFP.
- PCHA will reject the proposal of any Offeror who is debarred by the U.S. Department of Housing and Urban Development (HUD) and reserves the right to reject the proposal of any Offeror who has previously failed to perform any contract properly for PCHA.
- PCHA and the selected firm will negotiate the terms and conditions of the professional services contract. The HA reserves the right to modify the scope of work and expand or modify the terms and conditions specifically set forth in this RFP, and will allow for renegotiation of terms in such an event. In the event that PCHA and the selected firm are not able to reach agreement on contract terms and conditions acceptable to both parties, PCHA reserves the right, at its sole discretion, to enter into negotiations with the next highest -rated firm(s) and will be relieved of any obligation to negotiate with or contract for services from the selected firm(s).

RISK TO CHILDREN AND VULNERBALE ADULTS

If the work pursuant to this contract requires or may result in contact with children or vulnerable adults, the Vendor shall not use any employee, volunteer, intern or agent for this contract who (i) it has reason to believe may impose a risk to such children or vulnerable adults, or (ii) who have been convicted of a crime against children or vulnerable adults. Before using any employee, volunteer, intern or agent for this contract, Vendor will procure and examine criminal conviction records and exclude any person not meeting this contract requirement.

EQUAL EMPLOYMENT OPPORTUNITY

Contractor will not discriminate against any employee or applicant because of race, color, religion, sex or national origin. Contractor agrees to post notices setting forth the provisions of this Equal Opportunity Clause. Contractor shall make the Equal Opportunity Statement in all advertisements for employees. Contractor to send notice to each labor union he has an agreement with, a notice of his commitment to the Equal Opportunity Statement. During the course of the performance of this contract, the contractor and its subcontractors will be required to solicit qualified job applicants from the residents of the housing authority, whenever a job opening occurs.

Reference:

- Equal Employment Opportunity -Executive Order 11246, As Amended by Executive Order 11375. Copy available upon request to rguerrero@pchawa.org

The Pierce County Housing Authority (PCHA) public body corporate and politic, created by Pierce County's Board of Supervisors (now County Council) in 1978 pursuant to State statute (RCW35.82). The mission of the Pierce County Housing Authority is to provide safe, decent, affordable housing and economic opportunity, free from discrimination.

The governing body of the Housing Authority is the Board of Commissioners. The Commissioners elect from among themselves a chair and a vice chair. The Authority Board regular meetings occur the last Wednesday of each month, currently at 3:30 PM PST. The Board is responsible for hiring an Executive Director, who also serves as Secretary to the Board. The Executive Director administers the operations of the Authority and implements the policies established by the Board.

PCHA currently operates 124 Low-Income Public Housing units; 20 Units of USDA/RD Housing, administers approximately 2,946 Section 8/HCV program vouchers, and operates an Enterprise Portfolio consisting of approximately 670 units. Additional grants are received periodically for the Renovation and Modernization of existing facilities and in support of our Family Self Sufficiency Programs. Currently, the Pierce County Housing Authority employs 39 individuals.

As PCHA both owns affordable housing units and administers Housing Choice Voucher units, there is occasionally overlap between participants in our programs and residents in our units. In such cases, it is required that an independent Housing Quality Standards inspector carry out all inspections of the units, to ensure that PCHA is meeting the standards set for safe, decent, and sanitary housing for HCV participants. PCHA also seeks support for its regular inspection program, and for backlogged inspections due to the COVID-19 Pandemic.

For more information on Housing Quality Standards, please visit
https://www.hud.gov/program_offices/public_indian_housing/programs/hcv/hqs

The selected contractor will be responsible for performing Housing Quality Standards (HQS) inspections on residential rental dwelling units in connection with the rental assistance programs administered by the Pierce County Housing Authority (PCHA).

1. Overview of the Inspections Needed

- a. Due to the COVID-19 Pandemic and the restrictions on entering participant units, many of the annual/biennial HQS inspections for PCHA-owned units are considered overdue.
- b. PCHA will provide the selected contractor a list of all overdue inspections, and work in concert with the inspector to schedule appointments. The contractor will be expected to complete all overdue inspections assigned by September 30th, 2023.
 - i. PCHA expects the contractor to complete approximately 450 overdue inspections, but that number may increase due to business needs.
 - ii. These inspections are expected to be completed at a steady rate of approximately 75 or more per month.
- c. Additionally, there will be Initial and Annual/Biennial HQS inspections that will become necessary throughout the course of the year, through March 2023.
 - i. PCHA will inform the selected contractor of these inspections on an as-needed basis.
 - ii. PCHA estimates approximately 300 initial inspections and 200 annual/biennial inspections will be necessary over the course of the contract, but that number may change due to business needs.
 - iii. Initial HQS Inspections must be completed within five (5) business days following the manager informing the Inspector that the unit is ready.
- d. Some units may require re-inspections, which must be completed in accordance with the following timeline:
 - i. All Initial inspection re-inspections must be completed within five (5) business days of notification by the owner that the unit is ready for reinspection
 - ii. All annual/biennial non-emergency and/or quality control re-inspections must be completed within 30 calendar days from the date of the first inspection
 - iii. All life-threatening fail item re-inspections must be completed within 24 hours of the first inspection.

2. Scheduling Inspections

- a. The selected contractor will be responsible for scheduling the assigned inspections in accordance with PCHA policy and industry best practices.
- b. The scheduling of inspections must be done by USPS mail and/or email, with records retained. Both the participant and the HAP recipient must be notified of an inspection. Notification of an inspection must be sent no less than 21 days prior to the scheduled inspection date.

3. Notification Specifications

- a. PCHA will provide basic templates for its notifications.
- b. All Notifications, regardless of type, must at minimum include the following information:
 - i. Date notification was printed
 - ii. Name and complete mailing address of the program participant

- iii. Name and complete mailing address of the landlord/agent/HAP recipient
- iv. Type of inspection/Reinspection
- v. Date of inspection/reinspection
- vi. Scheduling Timeframe of Inspection/Reinspection (Military Time will not be accepted)
- vii. Name of the inspector
- viii. Contact Telephone Number
- ix. Contact Email

4. Inspection Procedure

- a. Conduct physical Housing Choice Voucher (HCV)/Section 8 inspections in accordance with Federal Housing Quality Standards, the Lead Safe Housing Regulations and the Authority Administrative Plan. The contractor may use paper inspection forms or handheld/computer data collection devices, as approved by the Authority.
- b. PCHA uses Yardi software to manage its rental assistance programs. The software includes an Inspections module for a portable tablet device. PCHA specifically seeks proposals that include conducting inspections using this software on tablet devices allowing electronic completion of inspections and storage in the Housing Authority's software system. The selected contractor/consulting firm must be able to comply with Pierce County information system policies.
 - i. PCHA will provide the device necessary to the selected contractor.
- c. Schedule inspections in the Yardi software with PCHA staff and prepare and issue all inspection appointment notification letters in accordance with the HQS Procedures manual.
- d. Schedule all inspections, regardless of type, with an inspection appointment window time of no more than 4 hours. No inspection shall be performed outside of the scheduled appointment window. Any inspection attempted outside the designated 4-hour time frame, will be done at the contractor's own risk.
- e. Perform inspections using the Yardi Inspections module for portable tablet devices.
- f. Assess who is responsible for damages (tenant responsibility, landlord or Pierce County Housing Authority responsibility) for every failed item listed on all deficiency reports or correspondences.
- g. Send all notifications and related follow-up correspondence, to both landlord and tenant by United States Postal Service First Class Mail or email, including pass or fail notifications, reschedule notifications and no-show notifications. Forward similar copies electronically to the email addresses, if provided, of both landlord and tenant. Include re-inspection dates and times in all inspection results correspondence.
- h. For HQS Inspections, complete two attempts for each no-show inspection prior to issuance of "intent to terminate assistance" to the tenant.
- i. For HQS Inspections. Complete one attempt for each non-emergency "fail" inspection prior to issuance of abatement notification to the owner.
- j. Upon completion of any Inspection, attach all of the following documentation into a participant's Yardi inspection module. This information will be attached chronologically by date. These documents are as follows:
 - i. A properly completed Yardi inspection with Inspector signature
 - ii. Copies of any deficiency reports and letters

- iii. Copy of telephone log reflecting all communications with landlord
 - iv. Copies of any letters sent to contact landlord
 - v. Copies "no show" inspections notices
 - k. Include tenant on any and all notifications.
 - l. Upon completion of initial and annual inspections, collect and report Rent Reasonableness and Utility Allowance information utilizing the Authority's Forms.
 - m. Submit Inspection Performance Summary Reports on a monthly basis in format agreed to by the Authority. Please provide copies of the reporting that you would suggest.
 - n. Complete and deliver on a monthly basis to the Authority a list of all inspections completed.
 - o. Develop and implement a quality control program that exceeds the minimum standards required under 24 CFR 985.2, 24 CFR 985.3 (e) and (f) for all inspections conducted on a monthly basis.
5. Other Duties shall include, but are not necessarily limited to, the following:
- a. Develop and submit to the Authority for approval, within 14 calendar days of contract execution, Standard Operating Procedures for all inspection processes described herein, including all forms and form letters to be used. SOP must demonstrate to the Authority's satisfaction the contractor's ability to provide all services as requested. The Authority is open to recommendations for changes to the Authority Administrative Plan, and Admissions and Continued Occupancy Policy, which will increase the efficiency of the inspection process.
 - b. Provide and maintain a phone line for participants in the HCV program to report deficiencies in their unit.
 - c. Attend regular meetings with the Authority to ensure contract compliances (monthly or more frequently)
 - d. Participate in the tenant complaint process for any issues reported to PCHA during the inspection process.

THRESHOLD REQUIREMENTS

- ☐ **W-9 Form**
- ☐ **Verification of Insurance**
- ☐ **Proof of HQS Training or Certification for All Applicable Staff**
- ☐ **Required Submission Documents:**
 - Rate of Services
 - Organization Profile
 - Non-Collusion Affidavit (must be notarized)
 - Disclosure of Conflict of Interest
 - HUD 5369-B
 - HUD 5369-C
 - HUD 5370-C Section I
 - Declaration of Accuracy

Failure to include the above documents will disqualify the proposal and it will not be scored.

SCORED CRITERIA

Experience in HQS Inspection

- ☐ Describe the firm's overall experience in HQS inspection, as well as the most recent three contracts the Offeror has performed on, the scope of the contract, the original deadline for the scope to be completed, and the ultimate close-out date.
 - This description must be no more than three pages, single spaced, 12pt Times New Roman or Calibri font.

Methodology

- ☐ Describe the number of staff who will be available for work on this project, the number of subcontractors anticipated to be utilized, and the experience of staff who will be assigned to this project. Please include detailed information as to the certifications of staff for HQS Inspections.
 - This description must be no more than two pages, single spaced, 12pt Times New Roman or Calibri font.
 - Inclusion of an Organization Chart is optional and does not count towards score or page limitations.
- ☐ Provide a narrative of the Offeror's approach to the services described in this Request for Proposals and the estimated timeframe for completion. Please include any experience with Yardi software.
 - This description must be no more than three pages, single spaced, 12pt Times New Roman or Calibri font.

References

- ☐ List two (2) organizations or persons for whom the Offeror has previously performed work of the nature requested under this RFP. Include a brief description of the scope of work.
 - The name of the contracting entity, contact name, contact title, and contact telephone number must be provided for each identified reference. The identified party must have first-hand knowledge regarding the operation of the facility or project under contract and/or who was involved in managing the contract between the Offeror and the entity.

THRESHOLD REQUIREMENTS				
Organizations that do not meet the following requirements will be eliminated and will not be scored				
W9 Provided	Verification of Insurance	Rate of Services	Proof of HQS Training/Certification	Required Submission Documents Signed and Notarized where applicable

SCORED CRITERIA			
Topic	Criteria	Weight	Description
Experience in HQS Inspection	Description of Most Recent Three Contracts	25	Scored on applicability and content. Length: three pages, single-spaced 12pt Times New Roman or Calibri font.
Methodology	Staff and Subcontractors	25	Scored based on the relevant experience and the combined skills of the team as a whole. Length: two pages, single-spaced 12pt Times New Roman or Calibri font.
	Offeror's Approach to Services	25	Scored on demonstrated understanding of the RFP requirements, thoroughness, and cohesion with PCHA policy and schedules. Recommended Length: three pages, single-spaced 12pt Times New Roman or Calibri font.
References	References	25	Scored on applicability and content. Two required.

TOTAL POSSIBLE POINTS: 100

Scores will be determined by the Evaluation Panel before price is reviewed.

The final determination will consider the best value of services for PCHA.



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REQUIRED SUBMISSION DOCUMENTS FOR A REQUEST FOR PROPOSALS SOLICITATION RESPONSE



PIERCE COUNTY HOUSING AUTHORITY

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Rate of Services

Project: SH-23-02

Issue Date: March 6, 2023

I certify that, having become familiar with the local conditions affecting the cost of the work, the General Conditions and Scope of Work, I hereby propose the below rates as a full and complete accounting of charges for labor, materials, equipment, permits, and all other services required to complete the project as specified.

If selected, these rates will not be changed within at least 60 days of the contract date.

Inspection	Rate Per Inspection
HQS Initial	
HQS Annual/Biennial	
HQS Overdue	
HQS Reinspection of Failed Unit	
HQS Quality Control	
No-Show/No Adult/ Refused Entry/Moved	
Abatement Notification (including Inspection)	
Rent Comparability for Each Unit as Requested	

Other Services	Cost
Start-Up Fees (If Applicable)	
Deposit (If Applicable)	
Possible Hearing Costs (Per Hour)	
Other (Describe)	
Other (Describe)	
Other (Describe)	

_____ Signature	_____ Date	on Behalf of	_____ Organization
_____ Printed Name			_____ Title



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Organization Profile

Project: SH-23-02

Issue Date: March 6, 2023

All organizations, both primary contractors and subcontractors, who intend to do work in response to this RFP must submit the following Organizational Profile for a proposal to be considered completed.

I am submitting this profile as the:

☐ Prime Contractor

☐ Subcontractor

1. Full Legal Name of Firm: _____
2. Mailing Address: _____

3. Please select the appropriate box below:
☐ Individual/Sole Proprietor
☐ Corporation
☐ Limited Liability Corporation (LLC) Tax Classification: ____ (D=Disregarded Entity, C=Corporation, P=Partnership)
☐ Other (Specify) _____
4. Street Address: _____
(if different) _____
5. Primary Contact/Title: _____
6. Email Address: _____
7. Telephone Number: _____
8. Entity Federal Tax ID #: _____
9. UBI #: _____
10. DUNS #: _____
11. WA State License Type: _____ WA License # _____
12. Year Firm Established: _____
13. Former Name or Parent Company, if Applicable: _____

15. Identify the Principals/Partners in the Firm:

Name	Title	% Ownership

16. Identify the individual(s) who will act as project manager and any other supervisory personnel that will work on the project:

Name	Title	% Ownership

Signature

Printed Name

on Behalf of

Organization

Date

Title

17. Proposer Diversity Statement: Please check all that apply and give the percentage of each category.

<input type="checkbox"/> Public-Held Corporation	<input type="checkbox"/> Government Agency	<input type="checkbox"/> Non-Profit Organization
<input type="checkbox"/> Resident-Owned _____ %	<input type="checkbox"/> Hasidic Jew-Owned _____ %	<input type="checkbox"/> Black-Owned _____ %
<input type="checkbox"/> Hispanic-Owned _____ %	<input type="checkbox"/> Asian/Pacific Islander-Owned _____ %	<input type="checkbox"/> Native American-Owned _____ %
<input type="checkbox"/> Woman Owned (Non-MBE) _____ %	<input type="checkbox"/> Woman-Owned (MBE) _____ %	<input type="checkbox"/> Disabled Veteran Owned _____ %
<input type="checkbox"/> Non-W/MBE Ownership _____ %	<input type="checkbox"/> Other (Specify): _____ %	

W/MBE Certification #: _____

Certified By: _____

Note: W/MBE certification is not a requirement of submitting a proposal. Only enter if available.

18. Worker's Compensation Insurance Carrier: _____

Policy #: _____ Expiration Date: MM/DD/YYYY _____

19. General Liability Insurance Carrier: _____

Policy #: _____ Expiration Date: MM/DD/YYYY _____

20. Professional Liability Insurance Carrier: _____

Policy #: _____ Expiration Date: MM/DD/YYYY _____

21. Has this firm or any principals ever been debarred from providing any services by the federal government, state government, the State of Washington, or any local government agency within or out of the State of Washington?

☐ Yes ☐ No

If Yes, please attach a full detailed explanation, including dates, circumstances, and current status.

22. Can this firm conduct virtual appearances, including reports, meetings, conferences, briefings, etc. using software that allows for screen sharing, as well as video and audio conferencing, and securely sign and transmit documents electronically?

☐ Yes ☐ No

23. The undersigned proposer hereby states that by completing and submitting this form they are verifying that all information provided herein is, to the best of their knowledge, true and accurate, and agrees that if PCHA discovers any information entered herein is false, that shall entitle PCHA to withdraw from consideration, not make an award to, or to cancel any award with the undersigned party.

_____	on Behalf of	_____	_____
Signature		Organization	Date
_____		_____	_____
Printed Name		Title	



PIERCE COUNTY HOUSING AUTHORITY

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NON-COLLUSION AFFIDAVIT

Project: SH-23-02

Issue Date: March 6, 2023

STATE OF WASHINGTON

COUNTY OF _____

The undersigned, being first duly sworn on oath, says that the proposal herewith submitted is a genuine and not a sham or collusive proposal, or made in the interest or on behalf of any person not therein named; and (s)he further says that the said proposer has not directly or indirectly induced or solicited any other submitting party on the above work or supplies to put in a sham proposal, or any other person or corporation to refrain from submitting a proposal, and that said proposer has not in any manner sought by collusion to secure him/herself an advantage over any other submitting party or parties.

Notarized:

Subscribed and sworn to before me this _____ day of _____, in the year _____

Notary Public in and for the State of Washington _____

Residing at: _____ My Commission Expires: _____

Signature

Date

on Behalf of

Organization

Printed Name

Title



PIERCE COUNTY HOUSING AUTHORITY

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Disclosure of Conflict of Interest

Project: SH-23-02

Issue Date: March 6, 2023

Please disclose any conflict of interest, or appearance of conflict of interest, in the form below. A conflict of interest includes:

- Immediate or extended family on the Pierce County Housing Authority Board of Commissioners
- Immediate or extended family on staff at PCHA in policy-making or procurement roles
- Any notable close relationship between members of the organization and PCHA staff or Commissioners
- Business ownership or financial interests that are shared by member(s) of the PCHA Board of Commissioners or staff
- Any situation in which award of the contract may result in an unfair competitive advantage
- Any situation in which the Contractor's objectivity in performing the contract work may be impaired.

Conflict Type	Organization's Individual with Conflict	Individual's Title	PCHA's Individual with Conflict	Individual's Title	Conflict Explanation (if necessary) and Steps to Resolve

I, the Undersigned, declare that all known potential conflicts of interest have been disclosed above. If, at any time, a new conflict of interest comes to my attention, it will be immediately disclosed to PCHA for further review. I understand that if an undisclosed conflict of interest is discovered, the organization listed below is at risk of termination of award (if selected), and potentially debarment.

Signature

Date

on Behalf of

Organization

Printed Name

Title

Instructions to Offerors Non-Construction

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

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 of 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, offerers 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, offerers 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 offerer 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 offerer 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 offerer'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 offerer 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 protester.

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, or emailed to Sean McKenna at smckenna@pchawa.org with the Subject Line "SEC18-23-01 Proposal – Company Name. 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.

Certifications and Representations of Offerors Non-Construction Contract

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

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

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/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):

Name	Title
Email Address	Phone Number
Name	Title
Email Address	Phone Number
Name	Title
Email Address	Phone Number

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:

General Conditions for Non-Construction Contracts

Section I — (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

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

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

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

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

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

1. Definitions

The following definitions are applicable to this contract:

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

2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall

modify the contract accordingly.

- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a proposal submitted before final payment of the contract.
- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

3. Termination for Convenience and Default

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

been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.

- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

4. Examination and Retention of Contractor's Records

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions
- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
- (i) appeals under the clause titled Disputes;
 - (ii) litigation or settlement of claims arising from the performance of this contract; or,
 - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

5. Rights in Data (Ownership and Proprietary Interest)

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

6. Energy Efficiency

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

7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section 111, Labor Standards Provisions, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes

exception to such decision, the decision shall be final and conclusive.

- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

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

9. Assignment of Contract

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

10. Certificate and Release

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

11. Organizational Conflicts of Interest

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
- (i) Award of the contract may result in an unfair competitive advantage; or
 - () The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in

writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.

- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

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

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

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

13. Interest of Members of Congress

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

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

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

15. Limitation on Payments to Influence Certain Federal

Transactions

- (a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract,

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

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

(b) Prohibition.

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

(v) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

- (a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.
- (b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.
- (c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:
 - (1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,
 - (2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.
- (d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:
 - (1) Providing any information not

specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

- (2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and
 - (3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.
- (e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.
- (2) Professional and technical services.
- (a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-
 - (i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.
 - (i) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.
 - (b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.
 - (c) Requirements imposed by or pursuant to law as a condition for receiving a covered

Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

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

- (iii) Selling activities by independent sales representatives.

- (c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:
 - (i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and
 - (ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.
- (d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.
- (e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.
- (f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

16. Equal Employment Opportunity

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

- (a) The [contractor/seller] will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. The [contractor/seller] will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. Such action shall in no way be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (b) The [contractor/seller] will, in all solicitations or advertisements

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

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

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

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

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

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

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

(h) The [contractor/seller] will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor

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

17. Equal Opportunity for Workers with Disabilities

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

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

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

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

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

5. The [contractor/seller] must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Brail or large print versions of the notice, or posting a copy of the notice

at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the [contractor/seller] , a [contractor/seller] will satisfy its posting obligations by posting such notices in an electronic format, provided that the [contractor/seller] provides computers, or access to computers, that can access the electronic posting to such employees, or the [contractor/seller] has actual know ledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be post ed in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the [contractor/seller] to notify job applicants of their rights if the [contractor/seller] utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

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

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

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

18. Dissemination or Disclosure of Information

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

19. Contractor's Status

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

20. Other Contractors

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

21. Liens

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

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

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

Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

23. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
 - (i) 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



PIERCE COUNTY HOUSING AUTHORITY

603 South Polk Street, Tacoma, WA 98444 | 253-620-5400

Declaration of Accuracy

Project: SH-23-02

Issue Date: March 6, 2023

I, the Undersigned, do declare that:

1. I am authorized to submit this proposal on behalf of the organization below named;
2. I have read the included documents HUD 5369-B, HUD 5369-C, and HUD 5370 Section I, and the organization represented below understands and agrees to adhere the terms therein described;
3. All information provided in this proposal and its written attachments is accurate, to the best of my knowledge;
4. I have received and understood the following Amendments to the Request for Proposals (if any were given), and this proposal reflects their condition;

(Please write the code of every Amendment you received below)

5. If selected, the below organization will adhere to the representations made in the proposal submitted, unless a mutually-agreed-upon alteration is reached with Pierce County Housing Authority.

Signature Date

Printed Name

on Behalf of

Organization

Title



PIERCE COUNTY HOUSING AUTHORITY

603 South Polk Street, Tacoma, WA 98444 | 253-620-5400

SAMPLE CONTRACTS FOR SEC18-23-02

CONTRACT FOR CONSTRUCTION SERVICES

THIS AGREEMENT is made this _____, _____ by and between the PIERCE COUNTY HOUSING AUTHORITY [the "Owner"] and _____ [the "Contractor."]

IN CONSIDERATION of the payments and agreements herein identified, the Contractor hereby agrees to commence and complete for the Owner the construction services described below:

1. Project:

_____.
2. Price: For the above mentioned construction services, hereinafter called the "Project", the Owner agrees to pay the Contractor an amount not to exceed the sum of _____ **dollars** (\$ _____), inclusive of all taxes, fees, and costs of doing business used by contractor to arrive at the proposal amount. Payment shall be made in accordance with and pursuant to all the terms and conditions of any Project Advertisement for Bids or Requests for Proposals and the Contract Documents, copies of which are hereby declared and accepted as parts of this Agreement as fully as if set forth herein. The Contractor's bid or proposal is accepted as part of this Agreement as fully as if set forth herein. The Owner shall not be liable for any increased cost or price unless an authorized, signed Change Order has been executed prior to any work being performed.
3. Indemnity: The Contractor agrees to indemnify, defend, protect and hold harmless the Owner and its agents and employees from all claims, suits, actions, liabilities, losses, demands, damages, expenses, including legal expenses, bodily injury, or property damage arising from any and all defects appearing or developing in the workmanship or material performed or furnished under this Agreement.
4. Payment Terms: The Contractor agrees to accept as full payment hereunder that amount specified in the Price above. Owner agrees to make application payments on the basis of a duly certified and approved statement of the work performed under this Contract in accordance with the contractor's approved schedule of values for the project. Owner will make payment within 30 days of acceptance of the work and approval of Invoice by the Owner's Project Administrator. Invoice must show a separate line for deduction of five (5) percent of each application for payment (applicable to projects in excess of \$35,000.00). Said retained amounts will be held in trust until a retainage release is issued by all State Offices that may have a claim to the retained amounts.
5. Schedule and Liquidated Damages: Construction shall commence within _____ () Calendar days following receipt of Owner's approval of the contract documents and plans, taken from the written notice to proceed. Construction shall be completed within _____ () **Calendar Days** from the date of the written Notice to Proceed. The Owner and Contractor agree that in the event this project is not completed on time, the Owner's damages are difficult to calculate. As a result, the Owner and Contractor agree that if the project is not completed by the completion date, the Contractor shall be liable to Owner for liquidated damages in the amount of \$100.00/Per Calendar Day.
6. Compliance with Laws The Contractor in the performance of this Agreement shall comply with all applicable federal, state or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in the Agreement to assure quality of services.
The Contractor specifically agrees to pay any applicable business license fees and taxes which may be due on account of this Agreement
7. Nondiscrimination The Contracting Agency is an equal opportunity employer.
 - A. In the performance of this Agreement, the Contractor will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, age, or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular worker involved. The Contractor shall ensure that applicants are employed, and that employees are treated during

employment without discrimination because of their race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. The Contractor shall take such action with respect to this Agreement as may be required to ensure full compliance with Chapter 49.60 Revised Code of Washington, Law Against Discrimination.

- B. The Contractor will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.
 - C. If any assignment and/or subcontracting has been authorized by the Contracting Agency, said assignment or subcontract shall include appropriate safeguards against discrimination. The Contractor shall take such action as may be required to ensure full compliance with the provision in the immediately preceding paragraphs herein.
- 8. Non-Assignability: The Contractor may not assign, subcontract or delegate duties under this Contract without the prior written consent of Owner.
 - 9. Enforcement: Any dispute as to the enforcement or interpretation of this Contract shall/may be determined by arbitration. The prevailing party in any suit or arbitration arising under this Contract shall be entitled to reasonable attorneys and expert witness fees and costs. Washington law will govern the interpretation and enforcement of this Contract. Venue shall only be in Pierce County, Washington.
 - 10. Integration: The following documents are included as part of this Agreement:
 - (a) Invitation to Bid;
 - (b) Bid Manual
 - (c) Contractor's bid or Proposal;
 - (d) Drawings, specifications, technical specifications and supplementary conditions; and
 - (e) Prevailing wage rates included in the bid documents

This written contract represents the entire agreement between the parties. All prior representations, promises or statements merge with this written contract.

- 11. Amendment: Any amendment to the contract must be in writing signed by both parties.
- 12. Severability: If one or more of the contract clauses are found to be unenforceable, illegal or contrary to public policy, the contract will remain in full force and effect except for the clauses that are unenforceable, illegal, or contrary to public policy.
- 13. Termination: Performance of the work under this Agreement may be terminated, suspended or abandoned for any cause deemed sufficient by the Owner, in whole or in part at any time by the Owner by giving the Contractor written notice of such termination, specifying the extent and effective date of termination, suspension or abandonment. After receipt of any such notice, the Contractor shall stop work hereunder to the extent and to the date specified in the notice, terminate all subcontracts or other commitments to the extent those contracts relate to the work terminated, and deliver to the Owner all reports, computations, drawings, specifications and other material and information prepared and developed hereunder in connection with the work terminated. Except as provided in this clause, any such termination shall not alter or affect the rights and obligations of the parties under this Agreement.
- 14. Notices: Any and all notices affecting or relative to this Contract shall be effective if in writing and delivered or mailed, postage and fees prepaid, or sent by facsimile or similar electronic communication with a hard copy mailed to the respective party being notified at the address or facsimile number listed with the party's respective signature. Such notice to Owner shall be in duplicate, one each directed to the Project Administrator and the Executive Director. The parties' addresses may be changed by the same method of notice.
- 15. Indemnification and Insurance. The Contractor shall indemnify and hold harmless PCHA, its officials, officers, agents, employees, volunteers, and representatives, from, and shall process and defend at its sole expense, any and all claims, demands, damages, suits at law or at equity, liabilities, losses, judgments, liens, expenses, and costs arising out of or

occasioned by the performance, acts, and/or omissions by the Contractor, its employees, agents, representatives or volunteers relative to any activity and/or services covered hereunder. In the event of recovery due to the aforementioned circumstances, the Contractor shall pay any judgment or lien arising therefrom, including any and all costs as part thereof. The Contractor shall, prior to commencing work under this Agreement, provide to PCHA certificates of insurance evidencing the following insurance coverages and limits.

- A) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$1,000,000.00 per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "claims-made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract.
 - B) Automobile liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than **\$500,000.00** per occurrence.
 - C) Workers' Compensation, in accordance with state or Territorial Workers' Compensation
 - D) Said insurance policies shall name **PCHA, its Agents, representatives and employees** as an additional insured thereunder as respects any operations of the Independent Contractor in connection with this Agreement.
 - E) It is agreed that these insurance policies are primary over any insurance that may be carried by PCHA and it is agreed that PCHA will be given not less than thirty- (30) days advance written notice of any termination of this policy.
16. Bond: Payment Bond and Performance Bond each in the amount of one hundred percent of the bid must be provided and approved prior to construction commencing. A recognized surety licensed to provide the service in Washington State as listed in circular 570 must issue bonds. (Applicable to projects in excess of \$35,000.00.)
17. Contractor's employees – Prevailing Wage Requirements: The Contractor shall be responsible for payment of wages and salaries, plus all appropriate and timely employment related contributions, for all employees of the Contractor, including but not limited to Worker's Compensation Insurance and Unemployment Insurance. The Contractor shall also comply with applicable prevailing wage requirements, and shall document the same to the Contracting Agency upon request, and shall file with the Contracting Agency appropriate affidavits, certificates and/or statements of compliance with the prevailing wage requirements. The Contractor shall also ensure that any subcontractors or agents of the Contractor shall comply with the requirements thereof.
18. Intent to Pay Prevailing wages and Affidavits of Wages paid: Immediately after award of the contract and prior to beginning work, if possible, the Contractor must provide an approved Intent to Pay prevailing Wages form to the Owner. In the event work is allowed to begin prior to receipt of the form, the Owner will withhold any payment until the form is received. Upon completion of the contract the Contractor must provide an approved Affidavit of Wages paid to the Owner. Final payment will not be made in advance of the form being received.
19. Independent Contractor Relationship: The parties intend that the relationship of an Independent Contractor between the Contractor and the Contracting Agency will be created by this agreement. The Contracting Agency is interested primarily in the results to be achieved. The implementation of services will lie solely with the Contractor. The Contractor will be solely and entirely responsible for its own acts and for the acts of its agents, employees, servants, subcontractors or representatives during the performance of this Agreement.
20. Continuation of Performance: In the event that any dispute or conflict arises between the parties while this Contract is in effect, the Contractor agrees that, notwithstanding such dispute or conflict, the Contractor shall continue to make a good faith effort to cooperate and continue work toward successful completion of assigned duties and responsibilities.
21. Contract Administration: This Contract shall be administered by the _____ on behalf of the Contractor and by the Director of the Pierce County Housing Authority on behalf of the Contracting Agency. Any written notices required by terms of the Contract shall be served or mailed to the following address (es):

IN WITNESS WHEREOF, the parties hereto have executed this document as of the day and year first written above.

Pierce County Housing Authority,
a municipal corporation

CONTRACTOR

Charles Gray, Executive Director
Pierce County Housing Authority
1525 – 108th St S Tacoma WA 98444

By _____
(Signature)

(Name) (Printed)

(Address)

(City, State, Zip)

(Phone): _____

Fed Tax No.: _____

L & I Acct. No.: _____

UBI No.: _____

CP No.: _____

Copy 1: Contractor
Copy 2: Project File

(Original)
(Original)