



PIERCE COUNTY HOUSING AUTHORITY

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

Project #DEV-24-02

Request for Proposals | Federal and Nonfederal Funding | Development Partnership and Services

GENERAL DEVELOPMENT PARTNERSHIP OPPORTUNITIES

Request for Proposals

Pre-Proposal Site Conference: None for this solicitation

Proposals Due: Open until Closed with 10-Day Notice

ISSUE DATE: Friday, July 12, 2024

Project Information

PROJECT: General Development Services
Project #DEV-24-02

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

CONTACT: (Contract Administration)
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(Project Management)
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Attachment A: PCHA Payment Standards for Project-Based Vouchers

Attachment B: Required Submission Documents

- Organization Profile
- Non-Collusion Affidavit
- Anti-Kickback Affidavit
- Disclosure of Conflict of Interest
- HUD 5369-B
- HUD 5369-C
- HUD 51915-A
- Declaration of Accuracy

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REQUEST FOR QUALIFICATIONS SUBMISSION INFORMATION

ISSUE DATE: Friday, July 12, 2024

PROJECT TITLE: DEV-24-02, Development Services

DELIVERY DUE DATE/TIME: None, though the request may close at any time with 10-day notice.

Proposals will be accepted until closed with 10-day notice. Proposals received after the closure, even if sent for submission earlier, may not be accepted. This is a Request for Proposals solicitation. Proposals may be submitted in hard copy form either by hand or ground mail, at the following address:

Ground Mail or Hand-Delivery:

Pierce County Housing Authority

ATTN: Contract Administrator, Project #DEV-24-02

603 Polk St S,

Tacoma, WA, 98444

Proposals may be submitted electronically at the following email address:

rguerrero@pchawa.org

Attention is directed to the enclosed instructions and specifications that are made a part of this document. A copy of the entire RFP is also available at the Pierce County Housing Authority Web Page www.pchawa.org under the "Business" tab.

All requests for additional information should be put into writing and directed to Riley Guerrero, Policy, Planning, and Community Engagement Manager, Pierce County Housing Authority by email at: rguerrero@pchawa.org and copied to Sean McKenna, Director of Project Management at smckenna@pchawa.org. By submitting a bid, each offeror is affirming their commitment to comply with the Laws of the State of Washington, governing Fair Employment Practices and with all rules and regulations of the U.S. Department of Housing and Urban Development (HUD), governing Equal Employment Opportunities and Non-discriminatory Practices. PCHA reserves the right to reject any and all proposals or to waive any informality in the selection process.

PCHA RESERVATION OF RIGHTS

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

- The purpose of this solicitation is to select companies that, in PCHA's sole judgment, appears to be the best qualified for this project. PCHA does not guarantee that any work to any company will result from this solicitation.
- PCHA expressly reserves the right, during the original term and all renewal terms of the contract(s) resulting from this RFQ, to solicit similar or related services from other providers. PCHA may award contracts to other vendors or use other contractors or consultants to perform similar or related work in this time period.
- PCHA reserves the right to reject any or all proposals;
- PCHA reserves the right to waive any informality in the RFQ process;
- PCHA reserves the right to terminate the RFQ 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 RFQ.
- PCHA reserves the right to award more than one contract for services.
- PCHA reserves the right to negotiate fees proposed by any proposer entity..
- PCHA reserves the right to terminate a contract awarded pursuant to this RFQ, 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 RFQ.
- PCHA will reject the proposal of any Offeror who is debarred by the U.S. Department of Housing and Urban Development (HUD), or Washington State Department of Labor and Industries from providing services to public housing agencies and reserves the right to reject the proposal of any Offeror who has previously failed to perform any contract properly for the HA.

RISK TO CHILDREN AND VULNERBALE ADULTS

If the work pursuant to this contact 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, or any other protected classes under local, state, or federal employment laws. 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

GENERAL BACKGROUND

The Pierce County Housing Authority (PCHA) is a 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 (the 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 (LIPH) 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.

PCHA's Enterprise Portfolio contains a variety of units located throughout Pierce County in multifamily housing complexes. Though individual units may carry a federal subsidy with a partner organization, these complexes themselves are not federally subsidized, and provide "naturally occurring" affordable housing options to the broad public without having to qualify through government aid programs. These units include one, two, and three bedrooms in a variety of localities in Pierce County, including Lakewood, Fife, and unincorporated areas.

Pierce County Housing Authority recently received approval from HUD to restructure its LIPH portfolio and subsidy, using a Section 18 Disposition process. This process involves the relocation of current tenants using Tenant Protection Vouchers and set-aside funds for moving expenses and other considerations, and the eventual sale of the LIPH properties (see solicitations SEC18-23-01 and SEC18-23-02 for more information on the process for the sales of the homes). The funding generated by these sales will be used to develop more affordable housing for the residents of Pierce County by new development(s), acquisition/rehabilitations, adaptive reuse, and potentially other strategies as opportunity presents.

RFP-SPECIFIC BACKGROUND

PCHA seeks to engage with firms (hereafter referred to as "Development Partner(s)") who have interest in partnership to assist in the creation of new affordable housing units. PCHA has been approached by numerous developers who have interest in working with the Housing Authority, but there lacked an appropriate competitive opportunity for them to make the breadth of proposal that would be necessary to encapsulate the agreements hoped to be produced out of such a partnership.

PCHA has significant resources which it may use to help a Development Partner in the creation of affordable housing units, as listed in Scope of Services Section 3.1, and is seeking proposals from interested parties regarding partnership opportunities utilizing those resources to create affordable housing within the boundaries of Pierce County, and outside the City Limits of Tacoma.

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1. Request for Proposals:

The Authority is requesting proposals from an experienced Developer Partner to participate in the development activities described herein.

2. Pertaining to the Successful Proposer(s)

Hereinafter, when talking about the “selected successful proposer,” the Agency may utilize any of the following terms (or any combination of the terms): “Successful Proposer” or “Successful Proposer(s);”

2.1.2. “Selected Firm” or “Selected Firm(s);”

2.1.3. “Developer” or “Developer(s);” or

2.1.4. “Developer Partner” or “Developer Partner(s).”

2.1.5. The terms may be utilized in the “singular” form because the Agency reserves the right to at any time during the ensuing contract period(s) to select one firm only to provide the services: or

2.1.6. The terms may be utilized in the “plural” because the Agency reserves the right at any time during the ensuing contract period(s) to select more than one firm to provide services.

2.1.7. Whenever the term is utilized in the “singular,” such requirement may also be applied as if the term has been used in the “plural,” meaning all requirements herein shall apply to any Developer Partner that the Agency may choose to do work or refer to any such term using lower- or upper-case letters.

2.1.8. Anywhere (including within the Attachments listed within the following Table No. 4), the term “Contractor” is utilized unless specific reference is made to a “construction contractor,” such term may also mean the same as the terms identified within the preceding Sections 2.3.1 through 2.3.4 herein. It is the responsibility of the prospective or actual proposers to request in writing clarification when there is any doubt as to the application of this requirement (or any other requirements herein).

2.2. PCHA reiterates that it may consider information provided by an applicant in evaluating the applicant’s proposal and may independently obtain any additional information from any source concerning the applicant or the applicant’s proposal that PCHA may deem relevant to its evaluation of the applicant’s proposal in PCHA’s sole and absolute discretion. Please be aware that any information submitted by an applicant or independently obtained by PCHA may be considered a public record available for review by anyone who requests it including the media. PCHA may accept or reject any proposal in its sole and absolute discretion.

2.3. The application process is not a traditional competitive process. Each project will be evaluated on its individual merits and weighed against PCHA business need and the commitments that would be expected from other prospective or selected proposals. By beginning the process of considering a proposal PCHA is not making any commitment whatsoever to proceed through PCHA’s entire process and may terminate the process and reject the application at any point in the process. PCHA may amend, modify, waive, add to, or supplement any of its adopted criteria at any time in its sole and absolute discretion.

3. Anticipated Partnership Terms

- 3.1. PCHA is open to hearing partnership opportunities involving any or all of the following:
 - 3.1.1. Shared or joint ownership of an affordable housing community;
 - 3.1.2. New Development of an affordable housing community;
 - 3.1.3. Acquisition and/or Rehabilitation of an affordable housing community;
 - 3.1.4. PCHA investment of funding or loans for the development, acquisition, or rehabilitation of an affordable housing community;
 - 3.1.5. PCHA placement of Project-Based Vouchers in an affordable housing community as part of an acquisition, rehabilitation, and/or development of affordable housing with PCHA as a partnering organization in the ownership of that community;
- 3.2. The following represent possible terms for PCHA's participation as a class B special limited partner in a LIHTC Partnership to develop an affordable housing project:
 - 3.2.1. An upfront facilitation fee to be negotiated between the partners
 - 3.2.2. Housing Catalyst is appropriately indemnified and held harmless from actions by the other partners.
 - 3.2.3. Specifics on property tax exemption and possible sales and use tax exemption
 - 3.2.3.1. Property tax exemption must not be used solely to increase the applicant's profit margin. In general, the exemptions should not lower the deferred developer fee below 25% or as reasonably determined by Housing Catalyst staff.
 - 3.2.4. The applicant agrees to pay Housing Catalyst's out of pocket expenses including, but not limited to, consultants, legal counsel, and other miscellaneous costs regardless of whether the partnership closes.
 - 3.2.5. An on-going facilitation fee to be paid annually in the amount of \$100 per unit escalating at 3% per year.
 - 3.2.6. Expectations for right of first refusal and end of compliance exemption
 - 3.2.7. The proposal, by itself or in combination with other PCHA property tax exempt partnerships, must not have an unreasonable impact to the property tax base for affected taxing districts. The applicant will provide a summary of the anticipated property tax reduction associated with a given proposal including sales and use tax and special assessment.
 - 3.2.8. The applicant must demonstrate that it has explored other funding sources or other mechanisms to deepen the affordability, or meet the needs of the property or project, prior to submitting a proposal for property tax exempt partnership.

4. The Role of the Selected Developer Partner

The Developer Partner shall be responsible for the following:

- 4.1. In the event of a LIHTC proposal utilizing 4% Tax Credits, be expected to refine this preliminary work in the Strategic Plan and undertake additional studies as necessary to submit a compliant and successful 4% LIHTC application with WSHFC in 2025 at its sole and expense and undertake any and all actions required under WSHFC's QAP.
- 4.2. Securing a company, with PCHA's approval, to provide property management services, unless the partnership arrangement specifies that PCHA should be providing that service. Such firm should have sufficient experience managing mixed-income and tax credit projects as applicable.
- 4.3. Provide the necessary staffing, expertise, project management, supervision, and guarantees to

implement all assigned aspects of the project fully and expeditiously as required by the ensuing contract.

- 4.4. Hire and manage consultants and contractors, subcontractors, laborers, materialmen, and others necessary to undertake the new construction; procure other consultants and contractors and coordinate all tasks required pursuant to the terms of a development agreement entered into with the Agency. At a minimum, the Developer Partner's team will need to include consultants appropriate to cover the architectural, environmental review, market analysis, geotechnical studies, civil, mechanical, and electrical engineering, construction, property management, and any other activities deemed necessary by the Agency to complete the work. Proposers are strongly encouraged to demonstrate participation on their team of local expertise in areas of relevance to the development process, including private activity bond and LIHTC financing and all construction matters.
- 4.5. Assist in informing residents, PCHA, and other stakeholders to promote the community vision and comprehensive master plan for the Project.
- 4.6. Assist with linkages with the surrounding neighborhood.
- 4.7. Secure necessary environmental and geotechnical testing and an analysis of the condition of existing utilities at the sites at each phase of development and then coordinate with PCHA, County, the City, and HUD in obtaining respective approvals and ability to use federal funds, as may be applicable.
- 4.8. Ensure provision of genuine training and employment opportunities to Section 3 individuals.
- 4.9. Provide a suitable, realistic plan for participation by MWBE and Section 3 firms throughout the development.
- 4.10. Develop a construction strategy and a development implementation schedule and maintain a detailed schedule predicated on financing deadlines that include predevelopment activities, construction start, project stabilization, and permanent loan close, including a Critical Path Schedule for all phases of construction, lease-up, and stabilization.
- 4.11. Work with the Agency to develop detailed development and operating budgets. The Developer Partner will be required and responsible for expanding and updating the development budget.
- 4.12. Secure firm commitment letters from all lenders and funding sources and prepare and submit all funding applications, including LIHTC application(s) subject to conditions necessary to close the applicable transactions.
- 4.13. Develop the ownership structure for the entity that will enter into a ground lease with the Agency that is mutually agreeable to both the Developer Partner, the Agency, issuer, LIHTC investor, construction lenders, and others required to close the various transactions.
- 4.14. Maintain communication with PCHA regarding development progress.
- 4.15. Provide regular reports, at least monthly, to PCHA on the progress of all aspects of the development efforts, including work completed, associated costs, schedule, and budgetary requirements..
- 4.16. Oversee the construction contractor (as applicable to the proposed project) and provide construction project management to ensure units are delivered in compliance with the Code and within the timeline prescribed by the Investor.
- 4.17. Negotiate favorable operating, performance, unit delivery, and financing guarantees that will be made to the equity investor and other lending institutions. **ALL PROPOSERS PLEASE NOTE: PCHA WILL NOT PROVIDE ANY GUARANTEES.**

- 4.18. Assist in obtaining all required building permits and zoning approvals.
- 4.19. Implement quality assurance and control measures to ensure effective performance by all parties in all aspects of the program and ensure units are constructed with the highest quality materials and quality.
- 4.20. Assist the management company in developing the marketing and lease-up plan.
- 4.21. Foster community involvement in development implementation.
- 4.22. Oversee asset management functions as required through lease-up, stabilization, and conversion to permanent financing.
- 4.23. Financing.
 - 4.23.1. Produce an Overall Financing Plan. Produce a viable financing plan for the overall. The comprehensive financing plan will be developed in conjunction with the plan, market analysis, and availability of public sector funding. The plan shall reflect all applicable and current economic assumptions required in the preparation of financing plans and market analysis. The financing plan must demonstrate a sensitivity and approach to using Agency funds most efficiently and maximizing leveraging all federal, state, county, City, and other governmentally related funds to the greatest extent possible.
 - 4.23.2. Financing Application(s). Under the development agreement, the Developer Partner will be required to pursue diligently and use best efforts to obtain all financing necessary to implement the plan quickly and successfully. In addition to any PCHA-provided funding, these sources could include but not limited to HOME funding, CDBG funding, tax credits, tax-exempt bonds, available FHFC funds, State, County, and City funds, and private debt. Time is of the essence for conversion of public housing, so careful attention should be paid to upcoming funding opportunities and meeting those deadlines. The Developer Partner will be expected to submit an initial low-income tax credit application in 2025.
 - 4.23.3. Maximize the Leveraging of Public and Private Resources. Under the development agreement to be entered into by the successful proposer and PCHA, maximize the leveraging of public and private resources by pursuing all reasonable sources of financing and utilizing a variety of partners and partnerships. Take full responsibility for securing all financing sources in a timely fashion. Coordinate discussion and negotiations with financial institutions and private partners. All financing terms are subject to review and approval by the Agency.
 - 4.23.4. Obtain Equity Investment. Obtaining equity financing commitments on the best terms currently available as required by the ensuing contract subject to the Agency's approval.
 - 4.23.5. Guarantees. Under the ensuing contract, provide all guarantees required for the successful financing of the Development, including completion guarantees, operating deficit guarantees, and tax credit adjuster or recapture guarantees and guarantees of performance under the ensuing contract. The Agency will require that the Developer Partner demonstrate financial ability to undertake all applicable guarantees required to close all applicable financial transactions relating to the development of Lang Milian and indicate how they intend to honor the guarantees if necessary.
 - 4.23.6. Operating Feasibility. As required in the ensuing contract, structure such reserves and other financing arrangements as will reasonably guarantee the long-term operating feasibility of the Development, utilizing no more subsidy than PCHA commits pursuant the Master Development Agreement.

- 4.24. Retain Qualified General Contractors and Oversee Construction Activities. During construction, the Developer Partner shall provide oversight and management, as deemed necessary, of construction activities by coordinating with all development team members and attending job-site meetings as required to ensure the expeditious implementation of construction activities.
- 4.25. Facilitate Necessary Site Improvements. Under the ensuing contract, the Developer Partner shall initiate and complete site work and infrastructure construction in collaboration with the Agency.
- 4.26. Implement Development Program. Under the ensuing contract and the final plan approved by the Agency, the Developer will develop all improvements associated with the development program, including multi-family and single-family units, community facilities, and any commercial space.
- 4.27. High-Quality Design. Create a sustainable new community of high-quality design that meets or exceeds industry standards and is LEED-certifiable. Design for the new community should be respectful of the architectural vernacular of the area and in accordance with flood elevation requirements.
- 4.28. Throughout construction, the Developer Partner will work closely with PCHA staff, as well as residents, Agency consultants, and the County and its consultants as applicable to the project form. The Developer Partner will ensure that the final plan is approved, financed, and implemented. The final plan must create the pathway for a thriving, stable, diverse, safe, attractive, and sustainable affordable housing community. In general, the plan's goal shall be to ensure that all units are produced in a manner that renders the LIHTC units indistinguishable from those targeted at other income groups, if applicable.

5. Full Disclosure

PCHA requires full disclosure of each person that is involved in a proposed LIHTC development. Following are the rules of disclosures for this category, including the complete disclosure of: All entities and individuals in the Owner-Entity organizational structures.

- 5.2. All real estate and commercial loans for the project team by submitting a complete and accurate real estate properties disclosure.
- 5.3. Any and all relationships between individuals or entities of the project team that could constitute a conflict of interest or identity of interest between the parties must be disclosed.
- 5.4. Complete organizational charts for the Owner-Entity, Agency, and Developer Partner that clearly show all principals including the individuals involved in the Owner-Entity and development of the project. Please note that no change to the project owner/developer structure can be made without the express consent of the Agency and WSHFC.
- 5.5. All Development fee-sharing arrangements must be disclosed. The agency considers all individuals or entities that receive a portion of the development fee from the development to be part of the Owner-Entity structure.
- 5.6. All Guarantor Agreements. Agency may reject or terminate a development agreement without compensation to a proposer or Development Partner if it determines that a Guarantor is a real party in interest to either the proposer or Developer Partner or any affiliate of the Developer Partner.
- 5.7. All consulting agreements of any kind, including without limitation, direct or indirect, whether or not compensated, shall be disclosed, including the compensation to be paid to such consultant(s). Agency will review the amount of consulting fee to determine if a consultant is a real party in interest to either the General Partner or Developer entities.
- 5.8. Any Project team member of a proposer that has (i) received been debarred, the subject of a limited

denial of participation or suspension by any federal agency, including HUD, (ii) withdrawn or been involuntarily removed from a HOME or LIHTC project in the last thirty-six (36) months, or (iii) been sanctioned by WSHFC for any reason.

- 5.9. All pending litigation.
- 5.10. Significant breach, notice of breach, non-performance in any federal, any state or any local government program must be disclosed.
- 5.11. Any response with a project team member that has an adverse credit history, including but not limited to a default in the payment of any commercial or personal loan.
- 5.12. Principal shall generally be defined as an individual who has at least a direct ownership interest in the general partner or developer entity and materially participates in the project's ownership, development, and operation through regular, continuous, and substantial involvement. For a non-profit entity, Agency will consider the executive director as a principal.

THRESHOLD REQUIREMENTS

- W-9 Form**
- Verification of Insurance**
 - An original certificate evidencing General Liability coverage, naming the Agency as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the Agency as an additional insured under the said policy with a minimum of \$3,000,000 coverage per occurrence, \$10,000,000 aggregate
 - Damage to premises and fire damage of \$50,000 and medical expenses any one person of \$5,000), with a commercially reasonable deductible (i.e., “commercially reasonable,” meaning not greater than 1% of the “general aggregate minimum” of the policy, with a maximum deductible amount of \$50,000);
 - An original certificate showing the proposer’s professional liability and/or “errors and omissions” coverage (minimum of \$3,000,000 for each occurrence, general aggregate minimum limit of \$10,000,000), with a commercially reasonable deductible (i.e., “commercially reasonable,” meaning not greater than 1% of the “general aggregate minimum” of the policy, with a maximum deductible amount of \$50,000);
 - An original certificate evidencing the proposer’s current industrial (worker’s compensation) insurance carrier and coverage amount (NOTE: Workers Compensation Insurance will be required of any Contractor that has employees other than just the owner working on-site to provide the services);
 - An original certificate showing the proposer’s automobile insurance coverage in a combined single limit of \$1,000,000. For every vehicle utilized during the term of this program, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$50,000/\$100,000 and medical pay of \$5,000.
- Business Licenses**
 - A copy of the proposer’s business license allowing that entity to provide such services within Pierce County and/or the State of Washington.
- Proof of Site Control**
- Required Submission Documents:**
 - Organization Profile
 - Non-Collusion Affidavit (must be notarized)
 - Anti-Kickback Affidavit
 - Disclosure of Conflict of Interest
 - HUD 5369-C
 - Declaration of Accuracy
- MEETS BUSINESS NEED**
 - The project is outside the city limits of the City of Tacoma, WA, and within the county limits of Pierce County, WA.
 - The proposal substantially aligns with PCHA’s goals, available resources, staff capacity, and other considerations for the plausibility and success of the partnership proposed, the nature of which may change as PCHA accepts and undertakes proposed projects.

Failure to meet the above requirements will disqualify the proposal and it will not be scored.

PROPOSAL SUBMISSION

Firm Qualifications

- ❑ **Cover Letter**, signed by an authorized representative of the firm.
 - This description should be no more than one page, single-spaced 12pt font.
- ❑ **Firm Composition and History**: Briefly describe the history, size, and qualifications of your firm. Please include if your firm has previous experience with public entities, organizations operated under government-appointed boards, multifamily housing, and/or permanently-supportive housing, and specify the extent of that experience as it relates to the services described in the Scope above. Include any certifications held by your firm or awarded to projects undertaken by your firm for clean or energy-efficient design (LEED, BREEAM, WELL, Living Building Challenge, etc.)
 - This description should be no more than three pages, single-spaced 12pt font.
- ❑ **Firm Ethos**: Please describe the mission, values, and approach of your firm when undertaking multifamily housing development, particularly in a low-income or permanently-supportive setting. Please make reference to at least three specific practices in low-income housing design or development you consider to be a best-practice or have included in previous projects, and the real or anticipated impact those features would have on residents and/or staff. Include if these best practices are targeted towards any specific population, such as residents of a particular cultural, racial, or social background, ability, age, etc.
 - This description should be no more than two pages, single-spaced 12pt font.
- ❑ **Previous LIHTC Development Work**: If your project includes LIHTC-related funding, you must provide a list of all closed LIHTC transactions within the past three years where the applicant was the guarantor and references with contact information for the investor of the past three deals. Include the following information for all projects:
 - Project Name
 - Project Type (Acq/Rehab; Adaptive Reuse; New Construction; etc)
 - List of Partners Involved in the Project
 - Funding Stack and Total Build Cost (See Appendix B for example)
 - Number of Units, Bedroom Distribution, and AMI Distribution
 - Target Population Served, if any (families, elderly, disabled, chronically homeless, etc.)
 - Total Square Footage
 - Construction Start/End Dates
 - Occupation Date
 - Clean or Energy-Efficient Design certifications for the project
- ❑ **Description of Project Team**: Provide a brief overview of the management structure of the Project Team that would be assigned to this project, if selected. List the general responsibilities of all applicable staff, including the names and titles of the key personnel who would be assigned to provide these services. Describe the tenure, experience, and additional certifications or qualifications of staff.
 - This description should be no more than one page, single-spaced 12pt font.
- ❑ **Current Project List**: The proposer will provide a list of current projects and demonstrate they are sufficiently staffed to carry out the services of this RFP.
 - This description should be no more than one page, single-spaced 12pt font
- ❑ **Org Chart**: In addition to the description, a separate organizational chart may be provided for clarification. Provision of this chart or lack thereof will not constitute a scored item.

Project Description

- ❑ **Proposed Project Overview:** Please include a comprehensive plan for the project on which you are seeking partnership:
 - General Summary:
 - Project location and size
 - Number of units and bedroom sizes presented by unit type;
 - Type of development (e.g., new construction or rehabilitation);
 - Building type(s) being constructed (e.g., apartment townhouse, condominium);
 - Any non-residential or mixed uses;
 - Family, elderly, or special needs population to be served in the project;
 - Other project information the applicant deems relevant.
 - Development Sources and Use budget;
 - Table of unit mix, bedroom sizes, income restrictions, and rental rates;
 - First year operating revenues and expenses;
 - Detailed 15 year proforma;
 - Statement regarding whether Developer, or its related entities, are involved or have reason to believe they will be involved in litigation;
 - List of all partners including but not limited to architect, contractor, legal, accounting, property management, and financing.
 - Proposed site plan and conceptual design of project (for new construction); and
 - Community and/or city support for the project.

The Proposed Project Overview does not have a page limitation.

- ❑ **Section 3, Apprenticeship and W/MBE Participation and Inclusion Plan:** Please specify if your firm is a certified W/MBE (Woman and/or Minority-Owned Business Enterprise), participates in a registered apprenticeship program, or employs Section 3 participants. Regardless of your firm's W/MBE status, please also specify if your firm has existing strategies to include and empower W/MBE, Apprentice, or Section 3 subcontractors or associate firms, and the level of engagement with W/MBE or uncertified minority-, resident-, or woman-owned subcontractors or associate firms in previous work. Please also submit your proposed strategy for Section 3, Apprentice, and W/MBE participation specific to the proposed project.

- This section should be no more than two pages, single-spaced 12pt font.

- ❑ **Proposed Project Financing:** Please include a description of the following:
 - Developer Compensation;
 - Schedule number(s) and real estate tax assessment for last two years for the property;
 - Overview of construction financing components, including amounts term of loans; and
 - Overview of permanent financing components, including amounts term of loans.
 - The Proposed Project Financing does not have a page limitation.

- ❑ **Proposed Partnership Description:** Please specify what your firm seeks in partnership with PCHA, and what it proposes as the partnership form, including:
 - How predevelopment costs will be handled;
 - Any requested allocation of PCHA funds or vouchers to the project;
 - How developer fees will be shared (including the responsibility of deferred fees) with the Agency;

- How cash flow will be shared;
- The rights and terms of first refusal to purchase the remaining General Partner interest at the end of the tax credit compliance period or upon sale or refinancing of the project
- This section should be no more than four pages, single-spaced 12pt font.

References

- **References:** Please include at least three written references from previous clients of a similar nature to PCHA, and contact information for further correspondence if necessary.

THRESHOLD REQUIREMENTS

Organizations that do not meet the following requirements will be eliminated and will not be scored

W9 Provided	Verification of Insurance	Proof of Site Control	Business License for Firm	Proposal meets PCHA business needs	Required Submission Documents Signed & Notarized
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SCORED CRITERIA – LIHTC PROJECTS

Topic	Criteria	Weight	Description
Firm Qualifications	Firm Composition and History	10	Scored on depth and applicability of experience and certifications.
	Firm Ethos	10	Scored on meaningful engagement with low-income housing residents and demonstration of commitment to PCHA’s mission, with note taken to further engagement with residents of varying cultural backgrounds, abilities, and/or ages.
	LIHTC History List (If applicable)	10	Scored on applicability of previous projects. If LIHTC is not involved in this project, these points will be redistributed to
	Description of the Project Team and Current Project List	10	Scored on depth and applicability of experience and certifications.
Project Description	Proposed Project Overview	15	Scored on (a) Evidence the proposer understands the project and PCHA’s goals, whether from experience with similar projects or from preparatory research; (b) The proposer’s proposed project approach addresses the project issues and indicates a good understanding of the PCHA’s objectives, the local funding challenges, and resident protections; (c) Proven ability to work with stakeholders whose interests and redevelopment objective may differ; and (d) Evidence that the proposed team has experience in providing for meaningful resident and community participation throughout the planning and implementation of the development program, including the team’s experience with issues and obstacles related to meaningful resident and community participation.
	Section 3 and W/MBE Inclusion Plan	10	Scored on Section 3 and/or W/MBE certification, and/or strength of Section 3 and/or W/MBE engagement strategy
	Proposed Project Financing	10	Scored using information provided in the plan, as well as in other sections which demonstrates both a proven track record of creative and viable financial plans that do not rely principally on PCHA-dependent funding; and a proven ability to maximize private sector participation in the financing of complex residential projects
	Proposed Partnership Description	25	Scored on advantage to PCHA and alignment with PCHA business needs.
References	References	0	References will be to inform scores in other categories.
TOTAL POINTS:		100	

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PIERCE COUNTY HOUSING AUTHORITY

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

ATTACHMENT A: PCHA PAYMENT STANDARDS FOR PROJECT- BASED VOUCHERS

Pierce County Housing Authority

PAYMENT STANDARD Section 8 HCV/EHV/LIPH (105 % of HUD 2024 FINAL FMR's)

EFFECTIVE: December 1, 2023 (Annuals)

October 1, 2023 for New Admissions, Relocation, and Port-ins
(1,7,4 and 2-only if they moved at their annual re-examination
10/1 or later.

0 Bedroom	\$1502.00
1 Bedroom	\$1683.00
2 Bedroom	\$2086.00
3 Bedroom	\$2940.00
4 Bedroom	\$3399.00
5 Bedroom	\$3907.00
6 Bedroom	\$4417.00
7 Bedroom	\$4927.00
8 Bedroom	\$5437.00

SRO- \$1127.00

****SRO 75% of the 0 Bedroom payment standard x's 105%****

LIPH Flat Rents

Option I: 80% of FMR

• FMR x 80% – Utility Allowance

3 Bedrooms	\$2240.00	(80% of the current 100% FMR's)
4 Bedrooms	\$2589.00	(80% of the current 100% FMR's)



PIERCE COUNTY HOUSING AUTHORITY

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

ATTACHMENT B:
REQUIRED SUBMISSION DOCUMENTS
FOR A
REQUEST FOR PROPOSALS SOLICITATION
RESPONSE



PIERCE COUNTY HOUSING AUTHORITY

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

W9 Form Requirement

Project #DEV-24-02

Issued: July 12, 2024

Please insert your most recent W9 form in place of this page.



PIERCE COUNTY HOUSING AUTHORITY

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

Contractor License/Permit

Project #DEV-24-02

Issued: July 12, 2024

Please insert your Contractor License in place of this page.

This contract requires a copy of the proposer's business license allowing that entity to provide such services within Pierce County and/or the State of Washington.



PIERCE COUNTY HOUSING AUTHORITY

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

Contractor Insurance

Project #DEV-24-02

Issued: July 12, 2024

Please submit your proof of insurance in place of this page.

This Contract requires:

- An original certificate evidencing General Liability coverage, naming the Agency as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the Agency as an additional insured under the said policy with a minimum of \$3,000,000 coverage per occurrence, \$10,000,000 aggregate
- Damage to premises and fire damage of \$50,000 and medical expenses any one person of \$5,000), with a commercially reasonable deductible (i.e., “commercially reasonable,” meaning not greater than 1% of the “general aggregate minimum” of the policy, with a maximum deductible amount of \$50,000);
- An original certificate showing the proposer’s professional liability and/or “errors and omissions” coverage (minimum of \$3,000,000 for each occurrence, general aggregate minimum limit of \$10,000,000), with a commercially reasonable deductible (i.e., “commercially reasonable,” meaning not greater than 1% of the “general aggregate minimum” of the policy, with a maximum deductible amount of \$50,000);
- An original certificate evidencing the proposer’s current industrial (worker’s compensation) insurance carrier and coverage amount (NOTE: Workers Compensation Insurance will be required of any Contractor that has employees other than just the owner working on-site to provide the services);
- An original certificate showing the proposer’s automobile insurance coverage in a combined single limit of \$1,000,000. For every vehicle utilized during the term of this program, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$50,000/\$100,000 and medical pay of \$5,000

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



PIERCE COUNTY HOUSING AUTHORITY

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

Organization Profile

Project #DEV-24-02

Issued: July 12, 2024

All organizations, both primary contractors and subcontractors, who intend to do work in response to this solicitation must submit the following Organizational Profile. Only Prime Contractors must submit at the time of proposal, Subcontractors after award.

I am submitting this profile as the:

Prime Contractor

Subcontractor

1. Full Legal Name of Bidder/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: _____ Number of Employees: _____
13. Former Name or Parent Company/Companies, if Applicable: _____
14. Identify the Principals/Partners in the Firm:

Name	Title	% Ownership

15. Identify the individual(s) who will act as the contact for this project:

Name	Title	Email	Phone #

16. 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"/> 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"/> Hispanic/Latino-Owned _____ %
		<input type="checkbox"/> Asian/Pacific Islander-Owned _____ %
		<input type="checkbox"/> Native American-Owned _____ %
		<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. Are there any judgements, claims, arbitration proceedings, or suits mending or outstanding against the bidder and/or its officers?

Yes No

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

23. 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

24. 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	Date		Organization/Bidder
Printed Name			Title



PIERCE COUNTY HOUSING AUTHORITY

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

Non-Collusion Affidavit

Project #DEV-24-02

Issued: July 12, 2024

STATE OF WASHINGTON

COUNTY OF _____

I, the undersigned, being first duly sworn on oath, say 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

Official Stamp:

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



PIERCE COUNTY HOUSING AUTHORITY

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

Anti-Kickback Affidavit

Project #DEV-24-02

Issued: July 12, 2024

STATE OF WASHINGTON

COUNTY OF _____

I, the undersigned, being first duly sworn on oath, depose and say that no portion of the sum herein submitted as will be paid to any employees or commissioners of Pierce County Housing Authority, directly or by means of accomplices, by me or any other member or officer of the firm represented below.

Notarized:

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

Notary Public in and for the State of Washington

Official Notary Seal Stamp:

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



PIERCE COUNTY HOUSING AUTHORITY

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

Disclosure of Conflict of Interest

Project #DEV-24-02

Issued: July 12, 2024

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 from future Federal contracts.

_____ on Behalf of _____
 Signature Date Organization/Bidder

 Printed Name Title

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

**Representations, Certifications,
and Other Statements of Bidders**
Public and Indian Housing Programs

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

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

(1) Is the person in the bidder'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's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder'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 deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

[] [Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" [] is, [] is not included with the bid.

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

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

(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.

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

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

3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

- (a) Result in an unfair competitive advantage to the bidder; or,
- (b) Impair the bidder's objectivity in performing the contract work.

[] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

7. Small, Minority, Women-Owned Business Concern Representation

The bidder 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 business enterprise. "Women-owned business enterprise," as used in this provision, means a 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 business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled 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 |

8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a) [] is, [] is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b) [] is, [] is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or

community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

9. Certification of Eligibility Under the Davis-Bacon Act (applicable to construction contracts exceeding \$2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

10. Certification of Nonsegregated Facilities (applicable to contracts exceeding \$10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

- (1) Obtain identical certifications from the proposed subcontractors;
- (2) Retain the certifications in its files; and
- (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

11. Clean Air and Water Certification (applicable to contracts exceeding \$100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [] is, [] is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

12. Previous Participation Certificate (applicable to construction and equipment contracts exceeding \$50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate" [] is, [] is not included with the bid.

13. Bidder's Signature

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

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)

Instructions to Offerors Non-Construction

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



- 03291 -

1. Preparation of Offers

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

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

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

2. Submission of Offers

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

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

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

3. Amendments to Solicitations

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

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

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

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

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

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

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

6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

7. Contract Award

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

(b) The HA may

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

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

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

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

8. Service of Protest

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

9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]

General Conditions for Non-Construction Contracts

Section I — (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

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

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

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

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

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

1. Definitions

The following definitions are applicable to this contract:

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

2. Changes

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

proposal submitted before final payment of the contract.

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

3. Termination for Convenience and Default

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

4. Examination and Retention of Contractor's Records

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

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

8. Contract Termination; Debarment

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

9. Assignment of Contract

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

10. Certificate and Release

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

11. Organizational Conflicts of Interest

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
 - (i) Award of the contract may result in an unfair competitive advantage; or
 - () 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:

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- (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.
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16. Equal Employment Opportunity

During the performance of this contract, the

Contractor/Seller agrees as follows:

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

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

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

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

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

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

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

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

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

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

17. Equal Opportunity for Workers with Disabilities

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

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

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

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

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

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

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

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

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

18. Dissemination or Disclosure of Information

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

19. Contractor's Status

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

20. Other Contractors

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

21. Liens

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

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

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

23. Procurement of Recovered Materials

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

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

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



PIERCE COUNTY HOUSING AUTHORITY

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

Declaration of Accuracy

Project #DEV-24-02

Issued: July 12, 2024

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 & II, 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 conditions;
(Please write the code of any amendment received in the space 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.