

Request for Proposal
Section 8 Program
Project Based Voucher Program

Ottumwa Housing Authority (OHA) is soliciting proposals from developers to participate in the HCV Program (Section 8) Project Based Voucher Program. Proposals will be due by **Wednesday, April 3, 2024 by 4:00 P.M.** All interested parties may obtain a copy of the Request for Proposals (RFP) by visiting Ottumwa Housing Authority website:

<https://www.ohatowers.org/careers/>

or contacting Meliha Cavkusic, CEO at: mcavkusic@ohatowers.org

Ottumwa Housing Authority
935 West Main Street
Ottumwa, Iowa 52501
Attention: Meliha Cavkusic
641-682-8369

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GENERAL INFORMATION

OBJECTIVE

The Ottumwa Housing and Redevelopment Authority selects to participate in and administer the Section 8 Project Based Voucher (PBV) program whereby the rental assistance is attached to the structure. The OHA will enter into a HAP contract with the owner for the units of existing housing or newly constructed or rehabilitated housing. During the term of the contract, the OHA will make HAP payments to the owner for units leased and occupied by eligible families.

The Ottumwa Housing Authority may provide up to 25% of its budget authority as allocated by HUD for use in the Project Based Voucher program. The PBV program requires compliance with all equal opportunity requirements under federal law and regulations including the authorities cited at 24 CFR 5.105(a). The OHA may not provide PBV assistance for housing types inclusive of, but not limited to the following

Shared housing;

Units on the grounds of a penal, reformatory, medical, mental, or similar public or private institution; Nursing homes or facilities providing continuous psychiatric, medical, nursing services, board and care or intermediate care; Units that are owned or controlled by an educational institution or its affiliate and are designed for occupancy by students of the institution; Manufactured homes; Cooperative housing; Transitional housing; Owner occupied units; Hi-rise family units (without prior HUD approval); or For units occupied by families that are in-eligible for Project Based Assistance based upon local PHA admittance criteria. Additionally, the OHA may not provide PBV assistance to the following types of assisted units in accordance with 24 CFR 983.54: A public housing dwelling unit; A unit subsidized with any other form of Section 8 assistance (i.e. tenant based or project based assistance); A unit subsidized with any governmental subsidy that covers all or any part of the operating costs of the housing; A unit subsidized with Section 236 / Section 521 / Section 202 / Section 811 / Section 101 rental assistance payments; A unit subsidized with any form of tenant-based rental assistance (i.e. HOME funded programs); A unit with any other duplicative federal, state, or local housing subsidy.

METHOD OF SOLICITATION

For this solicitation, the OHA utilizes a competitive proposal selection process. The OHA will provide broad public notice inclusive of advertising in local mainstream newspapers. For this request, the OHA will select PBV proposals by the following method:

Request for Proposals – This request for proposal does not limit proposals to a single site or impose restrictions that explicitly or practically preclude owner submission of proposals for PBV on different sites.

This process involves the OHA requesting and receiving simultaneously technical and price proposals from interested parties. The technical and price proposals will be evaluated, scored and ranked separately by the OHA in accordance with the Evaluation/Selection Process and Selection Criteria described in Section IV. The OHA will calculate the total score for each proposal in accordance with the procedures described in Section IV. The proposal receiving the highest score may be awarded the contract.

CONTACT PERSON

All communication regarding the Proposal should be made in writing to Meliha Cavkusic, CEO. Communication must be delivered to the address below, via e-mail at mcavkusic@ohatowers.org or faxed to (641) 682-7287.

Ottumwa Housing Authority
Attn: Meliha Cavkusic, CEO
935 West Main Street
Ottumwa, IA 52501

SUBMISSION OF PROPOSALS

The Proposal, prepared in accordance with Section III, must be received by the OHA no later than 4:00 p.m. CST on April 3rd, 2024 at the following location:

Ottumwa Housing Authority
Attn: Meliha Cavkusic, CEO
935 West Main Street
Ottumwa, IA 52501

The number of copies and packaging requirements are indicated in "PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS" of this document.

ANTICIPATED SCHEDULE OF EVENTS

The anticipated schedule of events for each proposal is as follows:

RFP Package Available	March 27 th , 2024
Deadline for submission of Proposal	April 3 rd , 2024
Evaluation completed	April 8 th , 2024
Contract Award/Denied	Special Board Meeting April 8 th , 2024

AGENCY OPTIONS

The OHA may, at its sole and absolute discretion, reject any and all, or part of any and all submissions ; postpone or cancel, at any time, the RFP process; or waive any minor, non-material irregularities in the RFP or in proposals received as a result of the RFP. Also , the criteria and process whereby submissions are evaluated, the decision as to who shall receive a contract award, or whether or not an award shall ever be made as a result of the RFP, shall be at the sole and absolute discretion of the OHA.

In no event will the Agency permit modification to a Proposal after the submission deadline, unless the OHA specifically requests "Best & Final Offers" subsequent to the completion of the evaluation process and discussions with firms in the competitive range.

EXPENSE OF PREPARATION AND SUBMISSION OF PROPOSALS

All expenses involved with the preparation and submission of the proposal shall be borne by the Respondent.

PROPOSALS OPEN TO PUBLIC

Subsequent to the award of the contract, all information submitted as part of, or in support of the Proposal will be available for public inspection in compliance with state and federal laws. Only financial information, if requested as part of the RFP to confirm a Respondent's financial soundness, will be kept confidential.

PROGRAM DESCRIPTION

PROJECT BASED VOUCHER PROGRAM

The OHA selects to participate in and administer the PBV program. The rental assistance is attached to the structure. The OHA will enter into a HAP contract with the owner for the units of existing housing or newly constructed or rehabilitated housing. During the term of the contract, the OHA will make HAP payments to the owner for the units leased and occupied by eligible families.

Cap on Number of PBV Units per Assisted Building

The OHA may only select proposals and enter into HAP contract to provide PBV assistance for up to 25% of units in each building or 100% excepted units for qualifying family.

PBV units will not be counted against the 25% cap for the following types of assisted units:

Units in a single family building; or Excepted units in a multi-family building that are specifically made available for qualifying families. Qualifying families includes elderly or disabled families OR families with one member of the household receiving the following types of supportive services on a minimum of a weekly basis: Case management; Life Skills; Individual and/or group counseling; or Substance Abuse services. At the time of lease execution, the owner, family, and PHA must sign a statement of family responsibility that must contain all family obligations including the participation in a service program. Failure of the family, without good cause, to fulfill its service obligation will result in termination from Project Based Assistance and the unit will only remain an excepted unit if the unit is made available to another qualifying family. The OHA will monitor said family's supportive services involvement on a monthly basis by requiring release of information documents being signed by the tenant and supportive service provider. The supportive service provider will be required to submit monthly reports to the OHA relative to the tenant's continued involvement in outlined services component. Failure to participate in the recommended services for two (2) or more consecutive months will result in termination from the PBV program. The owner must set aside the number of excepted units made available for occupancy by qualifying families. The OHA will determine the percentage of units per building for qualifying families (between 25% and 100%) to assist based upon the total budget authority available for project based assistance.

Site Selection Standards

The OHA may select a proposal for existing, new construction or newly rehabilitated housing on a site and enter into a HAP contract for those units meeting the following general criteria: Project based assistance for housing at the selected site is consistent with the goal of deconcentrating poverty and expanding housing or economic opportunities based upon the following considerations:

Is the proposed PBV development in a HUD designated Enterprise Zone, Economic Community or Renewal Community?

Is the proposed development located in a census tract where the concentration of assisted units will be or has decreased as a result of public housing demolition?

Is the census tract in which the proposed PBV development is located undergoing significant revitalization?

Have federal, state or local dollars been invested in the area to achieve the deconcentrating of poverty and expansion of housing or economic opportunity?

Are new market rate units being developed in the same census tract as the proposed PBV development will be located and the likelihood that such market rate units will positively impact the poverty rate in the area?

If the poverty rate in the area where the proposed PBV development will be located is greater than 20%, the OHA may look at the poverty trend over the previous five (5) years.

Are there meaningful opportunities for educational and economic advancement in the census tract where the proposed PBV development will be located?

The site is suitable from the standpoint of facilitating and furthering full compliance with the applicable provisions of Title VI of the Civil Rights Act of 1964 and any other subsequent Act outlining fair housing.

The site meets Housing Quality Standards as outlined by 24 CFR 982.401.

Existing and Rehabilitated Housing Sites

A proposed site for existing or rehabilitated housing must meet the following site and neighborhood standards. The site must: Be adequate in size, exposure and contour to accommodate the number and type of units proposed and adequate utilities and streets must be available to service the site; Promote greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low-income persons;

Be accessible to social, recreational, educational, commercial and health facilities and other municipal facilities and services that are at least equivalent to those typically found in neighborhoods consisting largely of unassisted standard housing of similar market rents; Be so located that travel time and cost via public transportation or private automobile from the neighborhood to places of employment providing a range of jobs for lower-income workers is not excessive.

New Construction Housing Sites

A proposed site for new construction housing must meet the following site and neighborhood standards. The site must:

Be adequate in size, exposure and contour to accommodate the number and type of units proposed and adequate utilities and streets must be available to service the site;

Not be located in a racially mixed area if the project will significantly increase the proportion of minority to non-minority residents in the area;

Not be located in a minority concentrated area unless the following applies:

Sufficient, comparable opportunities exist for housing for minority families in the income range to be served by the proposed project outside areas of minority concentration;

The project is necessary to meet overriding housing needs that cannot be met in that housing market areas;

The distribution of PBV assisted units is reasonable and over a period of several years will approach an appropriate balance of housing choices within and outside of minority concentration.

Promote greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low-income persons;

Not be one that is seriously detrimental to family life or in which substandard dwellings or other undesirable conditions predominate, unless there is actively in progress a concerted program to remedy the undesirable conditions;

Be accessible to social, recreational, educational, commercial and health facilities and other municipal facilities and services that are at least equivalent to those typically found in neighborhoods consisting largely of unassisted standard housing of similar market rents;

Except for new construction housing designed for elderly persons, be so located that travel time and cost via public transportation or private automobile from the neighborhood to places of employment providing a range of jobs for lower-income workers is not excessive.

Environmental Review

PBV selected sites are subject to HUD environmental regulations with 24 CFR parts 50 and 58. The OHA may not enter into a PBV HAP contract with an owner until one of the following occurs:

The responsible entity has completed the environmental review procedures required by 24 CFR part 58 and HUD has approved the environmental certification and request for release of funds;

The responsible entity has determined that the project to be assisted is exempt under 24 CFR 58.34 or is categorically excluded and not subject to compliance with environmental laws under 24 CFR 58.35(b); or

HUD has performed an environmental review under 24 CFR part 50 and has notified the PHA in writing of environmental approval of the site.

Upon any environmental findings, as applicable, the owner is required to carry out mitigating measures required by the responsible entity in order to enter into a HAP contract with the OHA.

Housing Quality Standards

Assisted units under the PBV program are subject to Housing Quality Standards as outlined in 24 CFR 982.401.

The OHA will conduct HQS inspections of individual units prior to selection of the site and again at prior to execution of the HAP contract for each assisted unit. Additionally, for each assisted family in the units, annual inspections will be conducted as well as turnover inspections (move in and move out inspections when the unit becomes vacant and then again leased up). The OHA reserves the right to inspect the unit at any time outside of the aforementioned times (i.e. quality control inspections, tenant compliant or landlord complaint inspections).

Lead Based Paint

The lead based paint requirements under 982.401 do not apply to PBV programs, however, the Lead-Based Paint Poisoning Prevention Act and the Residential Lead Based Paint Hazard Reduction Act of 1992 and implementing regulations at 24 CFR part 35, subparts A, B, H and R apply to the PBV program.

Housing Accessibility

The proposed and selected housing must comply with program accessibility requirements of section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR part 8. The OHA shall ensure that the percentage of accessible dwelling units complies with said requirements. In addition, housing first occupied after March 13, 1991 must comply with design and construction requirements of the Fair Housing Amendments Act of 1988 and implementing regulations at 24 CFR 100.205 as applicable.

Execution of HAP Contracts.

The OHA may enter into a HAP contract with the selected owner for an initial term of not less than one (1) year and not to exceed ten (10) years for each contract unit.

Within one (1) year of expiration, the OHA may agree to extend the term of the HAP contract up to an additional five (5) years if the OHA determines that an extension is appropriate to continue providing affordable housing for low-income families.

The HAP contract will state that the OHA'S contractual commitment is subject to the availability of sufficient appropriated funding as determined by HUD or the OHA in accordance with HUD instructions. The owner may terminate the HAP contract, upon notice to the OHA, if the amount of the rent to owner for any contract unit is reduced below the amount of the initial rent to owner at the beginning of the HAP contract term. In such cases, the assisted families residing in the contract units will be offered tenant-based voucher assistance. At the discretion of the OHA, and subject to all PBV requirements, the HAP contract may be amended within the first three (3) years of the contract term for the following requests:

To substitute a different unit (pending completion of HOS inspection) with the same number of bedrooms in the same building for a previously covered contract unit.

To add contract units provided that the total number of units in a building that will receive PBV assistance does not exceed 25% of the number of dwelling units in the building or 25% of the OHA authorized budget authority.

To reduce the number of contract units by the number of units that has vacant for a period of 120 or more days.

Owner Responsibilities

The owner must maintain and operate the contract units and premises in accordance with the Housing Quality Standards including performance of ordinary and extraordinary maintenance. In addition, the owner is responsible for providing all services, maintenance, equipment and utilities as specified in the executed HAP contract.

At any time in which the owner does not maintain the units and premises in accordance with Housing Quality Standards as outlined in the Administrative Plan under Section XII – Housing Assistance Payment Contract, E. Rent Abatement & Contract Termination for HOS Violations.

Tenant Selection

The OHA will select families from established waiting list for the selected PBV program site. Not less than 75% of the families admitted to the tenant based and project based voucher programs will be extremely low and low income families.

The OHA may only provide rental assistance to families determined eligible at the commencement of PBV assistance in accordance with the Administrative Plan, Section IV Program Eligibility. Should the tenant be "in-place" in the assisted unit, the tenant will be placed on the OHA's waiting list for the PBV program development in order to minimize displacement of existing residents.

In selecting families to occupy PBV units with special accessibility features for persons with disabilities, the OHA must first refer families who require such accessibility features to the owner.

Once a family has been determined eligible, the head of household will be invited to attend a briefing session as outlined in the Administrative Plan, Issuance of Housing Choice Vouchers and Briefing of Families.

Should the tenant be terminated by the owner for good cause, the tenant will not be eligible for a tenant-based voucher upon lease termination. Should the owner choose not to renew the lease without good cause, the tenant will be offered a tenant based voucher.

The assisted family has the right to terminate the lease any time after the initial one-year lease term with advance written notice of intent to vacate. In such instances that the family is in good standing with the owner, the family will be offered continued assistance either through either another project based voucher program or a tenant based voucher. If continued assistance is not immediately available, the family will receive priority in receiving the next available opportunity for continued tenant based rental assistance. Should the family terminate the assisted lease prior to the initial one-year term, the family relinquishes the opportunity for continued tenant based assistance.

Rent to Owner

The amount of initial rent to owner is determined prior to execution of the HAP contract in accordance with the Administrative Plan, Unit Selection and Approval, K – Initial Contract Rents. There is an exception of initial contract rents for certain tax credit units as follows:

A contract unit that receives a low income housing tax credit under the IRS Code of 1986; or

The contract unit is not located within a qualified census tract; or In the same building, there are comparable tax credit units of the same unit bedroom size as the contract unit and the comparable tax credit units do not have any form of rental assistance other than the tax credit; or

The tax credit rent exceeds the applicable fair market rent.

In such excepted tax credit units, the rent to owner must not exceed the lowest of:

The tax credit rent minus any utility allowance;

The reasonable rent; or

The rent requested by the owner.

The initial contract rent for any other tax credit unit, not included in the aforementioned list, will be determined in accordance with the Administrative Plan, Unit Selection and Approval, K – Initial Contract Rents.

For units assisted under the HOME program, rents may not exceed the rent limits as required by the HOME program.

Payment to Owner

The OHA will administer payments to owners as outlined in Administrative Plan, Housing Assistance Payments Contract.

Tenant Rent Payment to Owner

The OHA will administer payments to owners as outlined in Administrative Plan, Computing Total Tenant Payment and Tenant Rent.

PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

OFFEROR'S UNDERSTANDING OF REQUIREMENTS

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.

Submission

Each Proposal should be organized into two separate parts. They are the Technical Proposal and the Price Proposal. The Technical Proposal should be organized by the topics described within this Section titled "Content of the Technical Proposal" and "Content of Price Proposal" and submitted in the same order. The information should be 8.5" x 11" format bound by a single staple in the top left-hand corner or a three-ring / spiral binder. A numbered or lettered tab shall separate each section.

Price Proposal shall be submitted in a separate sealed envelope as described below.

Quantity of Copies

Three (5) original copies of both the complete Technical Proposal and the Price Proposal must be submitted.

Packaging the Submission

The Price Proposals must be submitted in a separate sealed envelope and not attached or bound to the Technical Proposal. The envelope should be clearly labeled "Price Proposal" and should indicate with the name, address, phone number of the firm making the submission and the Request for Proposal title.

The original copies of the Technical Proposal and the envelope containing the Price Proposal must be submitted in a sealed envelope or box. The envelope or box should be clearly labeled with the name, address, phone number of the firm making the submission and the Request for Proposal title.

Delivering the Submission

The Proposal must be received by the Ottumwa Housing Authority by 4:00 p.m. CST on April 3rd, 2024 at the following location:

Ottumwa Housing Authority

Attn: Meliha Cavkusic, CEO

935 West Main Street

Ottumwa, IA 52501

Telegraphic or facsimile submissions will not be considered.

Questions from Prospective Offerors

Any prospective Offerer desiring an explanation or interpretation of the Request for Proposal, statement of work, etc., must request it in writing. Oral explanations or

instructions will not be binding. Any information given to a prospective Offeror concerning a Request for Proposal will be furnished promptly to all other prospective respondents as an addendum to the Request for Proposal, if that information is necessary in preparing and submitting the submission or if the lack of it would be prejudicial to any prospective respondents.

All questions regarding this RFP should be directed in writing, to Meliha Cavkusic. Inquiries may be delivered by any delivery method or faxed to (641) 682-7287.

Addendum to the Request for Proposal

The OHA may deem it necessary to make modifications, clarifications or changes to the Request for Proposal at any time. Those modifications will be made in the form of a written addendum issued by the OHA. The issuance of an addendum modifies only those items specifically discussed in the addendum and all other terms and conditions of the Request for Proposal will remain unchanged.

The Offeror must acknowledge receipt of any addenda to the Request for Proposal by signing and returning with the Proposal a copy of the "Certification of Receipt of Addendum" form, which will be issued with each addendum. It will be the firms' responsibility to make an inquiry as to the Addenda issued.

Modification or Withdrawal of the Proposal

In no event will the OHA accept modifications to Proposals after the submission deadline, unless it specifically requests "Best & Final Offers" subsequent to the completion of the evaluation process and discussions with firms in the competitive range.

However, withdrawals of Proposals may be made in writing by any method (facsimile, e-mail or to 935 West Main Street). No Proposals may be withdrawn for a period of sixty (60) days from the submission deadline.

Content of the Technical Proposal

The Technical Proposal shall include all of the items listed below and should be organized by the topics and submitted in the same order.

Cover Page

The cover page should identify the Request for Proposal by its name. It should also bear the Respondent's name, address, and telephone and fax numbers.

Table of Contents

The table of contents should clearly identify the location of each section of the package by section number or letter and page number. The sections should be identified by consecutive letters or numbers and the contents of each section shall be numbered separately with the section letter or number as a prefix to the page number (e.g. A-1, A-

2, A-3).

Contents

Letter of Intent

Firm / Landlord Profiles - Provide a Firm / Landlord Profile of each of the owners participating in the project. The profile should include contact information, management company and owner information as applicable. Also include a brief overview of leasing history in the Ottumwa community and previous experience with the Section 8 program.

Site Description - Provide information relative to the proposed site *for* Project Based Voucher assistance including the total number of units in the development, the number of units requested to be included in the Project Based Voucher Program, bedroom sizes and / or any amenities located on the premises as well as within a five-mile radius (i.e. access to transportation, employment, grocery stores, schools, etc.).

Number of Units Covered Under Project Based Voucher Program - Indicate the number of units requested to be assisted under the Project Based Voucher Program and the total number of units in the multi-family development. If the proposal requests funding for greater than 25% of the units in the multi-family development, provide a detailed description of the supportive services that will be provided to the families or elderly tenants residing in the development. Also include how the service providers will communicate with the Housing Authority to ensure that families in units with supportive services are compliant with said services.

Site Standards – Address how the proposed project based voucher program units meet the following criteria :

The site and proposed units must meet Housing Quality Standards as outlined in 24 CFR 982.401. HQS Inspections. Include a statement relative to the availability of the OHA to conduct a pre-selection HQS inspection of the site during the proposal review process.

Include a statement as to how the site is suitable from the standpoint of facilitating and furthering full compliance with the applicable provisions of Title VI of the Civil Rights Act of 1964 and any other subsequent acts outlining fair housing. If applicable, state how housing first occupied after March 13, 1991 complies with design and construction requirements of the Fair Housing Amendments Act of 1988 and implementing regulations at 24 CFR 100.205 as applicable.

Indicate how the units are adequate in size, exposure and contour to accommodate the number and type of units proposed and adequate utilities and streets must be available to service the site;

Provide information relative to how the units promote greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low-income persons;

Provide narrative as to how the units are accessible to social, recreational, educational, commercial and health facilities and other municipal facilities and services that are at least equivalent to those typically found in neighborhoods consisting largely of unassisted standard housing of similar market rents;

Provide narrative as to how the units are so located that travel time and cost via public transportation or private automobile from the neighborhood to places of employment providing a range of jobs for lower-income workers is not excessive.

Environmental Review - Include a statement on the applicant's willingness to have an environmental review conducted on the proposed site for the project based voucher program. If an environmental review has previously been conducted, please include results within the proposal as an attachment.

Lead Based Paint - Include a statement relative to the applicant's ability to comply with said regulations relative to Lead Based Paint.

Contract Term - Indicate the contract term sought by the applicant under this proposal.

Past Performance

Provide information relative to the number and addresses of owned units that have participated under the Section 8 Program previously within either the tenant based program or previous project based program.

References

Provide a list of not less than three (3) references that have recent knowledge of the applicant's past performance as a landlord.

Approach and Methodology

Describe the applicant's understanding of the Project Based Voucher program.

Small, Minority-Owned and Women-Owned Business Participation

The Ottumwa Housing Authority supports small, minority-owned and women-owned enterprises (MBE / WBE). Briefly describe the proposed participation of any small, minority-owned or women-owned businesses in this engagement, if any. The description should indicate whether the firm(s) is small, minority-owned or women-owned and whether it is the prime, a joint venture partner, an associated firm or a consultant. It should include an estimation of the percentage of the contract that may be attributable to the firm.

Certifications and Affidavits

consultants.

Copies of the required certifications and affidavits are included in Appendix A:

Instructions to Bidders for Contracts (HUD - 5369)

Representations, Certifications & Other Statements of Bidders (HUD 5369A)

Instructions to Offerers (HUD – 5369B)

Certifications and Representations of Offers (HUD - 5369C)

Previous Participation Certification (HUD - 2530)

Non-Collusive Affidavit

General Contract Conditions (Non-Construction) HUD - 5370 - C

Non-Construction Contract Provisions (HUD - 51915A)

Statement of Bidders' Qualifications

Section 3 Clause (<https://www.hud.gov/section3>)

Section 3 Certification Forms (<https://www.hudexchange.info/resource/6557/section-3-business-concern-certification-sample-form>)

Hold Harmless Agreement

Content of the Price Proposal

The Price Proposal must include all of the items listed below:

Offer Forms

The Offerer shall provide all the data required on the projected contract rent.

A principal, partner or officer of the firm who is legally authorized to enter into a contractual relationship in the name of the firm must sign the document. The document must be notarized by a Notary Public where indicated and corporations should affix their corporate seal to the documents.

EVALUATION / SELECTION PROCESS AND SELECTION CRITERIA

Evaluation and Selection Method

No proposal will be opened or reviewed until after December 14, 2022 in which proposals are accepted. Under the competitive proposal selection process, submissions are not opened publicly.

Submissions received will be initially screened for completeness and responsiveness. To be determined responsive, the submission must include the following:

A Technical Proposal and a Price Proposal packaged and identified in accordance with the instruction in Section III.

Submissions lacking these items will be deemed non-responsive and will not be considered further.

The maximum score possible for a Technical Proposal is 85 points.

The Price Proposal Evaluator will calculate the scores for each Price Proposal utilizing the following formula.

The maximum score possible for Price Proposal is 15 points.

Once the Proposal Evaluation Scores have been calculated, the Evaluation/Selection Committee may commence discussions with all offerers determined to be within the competitive range of number of units requested to be assisted and proposed contract rents for said units. An interview may be scheduled with each of those landlords/entities to discuss their proposed scope of work, approach, methodology and price and to clarify concerns identified during the evaluation of their proposals.

The Board of Commissioners has the sole authority to award contracts on behalf of the agency.

Evaluation Criteria and Rating System

Each Proposal will be evaluated and rated using the following criteria and rating system.

TECHNICAL PROPOSAL

Capacity to Enter into Project Based Voucher Program HAP Contract **(Maximum Rating: 25 Points)**

Evidence of the offerer's ability to perform the services, as indicated by:
The number of units requested to be assisted under the PBV Program.

The scope of supportive services provided to tenants if the total request of units exceeds 25% of the total units within the development.
The respondent's workload during the proposed OHA contract.

Past Performance
(Maximum Rating: 25 Points)

Past performance as indicated by:

Its experience in providing decent, safe, sanitary housing to low and moderately low income families.

The landlord / entity's knowledge of Section 8 programs as well as history as a responsive landlord participating in the Housing Choice Voucher Program.

Approach and Methodology **(Maximum Rating: 30 Points)**

The offerers understand of the overall program management tasks as indicated by his/her willingness to cooperate with:

Housing Quality Standards / Civil Rights / Disabilities / Lead Based Paint
/Environmental Review Requirements;

Deconcentrating of low and moderately low income families in rental units within the City of
Ottumwa.

**Small, Minority-Owned and Women-Owned Business Participation (Maximum Rating: 5
Points)**

Evidence that the firm is a minority-owned business and/or that the firm has included small
businesses, minority enterprises and/or women-owned enterprises on the project team.

PRICE PROPOSAL

**Price
(Maximum Rating: 15 Points)**

The reasonableness of the landlord's / property management firm's projected contract rent
for units requested to be subsidized under the PBV program.

CONTRACT TERMS AND CONDITIONS

Form of Contract

The OHA will require the selected firm to enter into a Housing Assistance. Payment
Contract that will further specify all terms and conditions of the agreement.

APPENDIX A

Certifications / Affidavits / Offer Forms

Instructions to Bidders for Contracts (HUD - 5369)

Representations, Certifications & Other Statements of Bidders (HUD 5369A)

Instructions to Offerors (HUD - 5369B)

Certifications and Representations of Offers (HUD - 5369C)

Previous Participation Certification (HUD - 2530)

Non-Collusive Affidavit

General Contract Conditions (Non-Construction) HUD - 5370 - C

Non-Construction Contract Provisions (HUD - 51915A)

Statement of Bidders' Qualifications

Section 3 Clause (<https://www.hud.gov/section3>)

Section 3 Certification Forms (<https://www.hudexchange.info/resource/6557/section-3-business-concern-certification-sample-form>)

Hold Harmless Agreement

Certifications and Representations of Offerors

Non-Construction Contract

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

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

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

3. Certificate of Independent Price Determination

(a) The bidder/offers certifies that-

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

(i) Award of the contract may result in an unfair competitive advantage;

(ii) The Contractor's objectivity in performing the contract work may be impaired; or

(iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this

contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

(d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with U1 is request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

General Conditions for Non-Construction Contracts

Section II- (With Maintenance Work)

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

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

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

Applicability. This form HUD-5370C 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 905.200) 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 II - Labor Standard Provisions for all Maintenance Contracts greater than \$2,000

1. Minimum Wages

- (a) All maintenance laborers and mechanics employed under this Contract in the operation of the project(s) shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination, including any additional classifications and wage rates approved by HUD under subparagraph 1(b), shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- (b) (i) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate only when the following criteria have been met:

in the classification under this Contract from the first day on which work is performed in the classification.

2. Withholding of funds

The Contracting Officer, upon his/her own action or upon request of HUD, shall withhold or cause to be withheld from the Contractor under this Contract or any other contract subject to HUD-determined wage rates, with the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor the full amount of wages required by this clause. In the event of failure to pay any laborer or mechanic employed under this Contract all or part of the wages required under this Contract, the Contracting Officer or HUD may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment or advance until such violations have ceased. The Public Housing Agency or HUD may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

3. Records

- (a) The Contractor and each subcontractor shall make and maintain for three (3) years from the completion of the work records containing the following for each laborer and mechanic:
 - (i) Name, address and Social Security Number;
 - (ii) Correct work classification or classifications;
 - (iii) Hourly rate or rates of monetary wages paid;
 - (iv) Rate or rates of any fringe benefits provided;
 - (v) Number of daily and weekly hours worked;
 - (vi) Gross wages earned;
 - (vii) Any deductions made; and
 - (viii) Actual wages paid.
- (b) The Contractor and each subcontractor shall make the records required under paragraph 3(a) available for inspection, copying, or transcription by authorized representatives of HUD or the HA and shall permit such representatives to interview employees during working hours on the job. If the Contractor or any subcontractor fails to make the required records available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds.

Apprenticeship Training, Employer and Labor Services (OATELS), or with a state apprenticeship agency recognized by OATELS, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice; A

- (i) trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or
- (i) A training/trainee program that has received prior approval by HUD.

- (b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.
- (c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.
- (d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.
- (e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

5. Disputes concerning labor standards

- (a) Disputes arising out of the labor standards provisions contained in Section II of this form HUD-5370-C, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the HA, or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of the HA, or upon request of the Contractor or subcontractor(s).
- (i) A Contractor and/or subcontractor or other interested party desiring reconsideration of findings of violation by the HA or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the HA or HUD. The request shall set

forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD). The HA or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.

- (b) Disputes arising out of the labor standards provisions of paragraph 6 shall not be subject to paragraph 5(a) of this form HUD-5370-C. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this paragraph 5(b) include disputes between the Contractor (or any of its subcontractors) and the HA, HUD, the U.S. Department of Labor, or the employees or their representatives.

6. Contract Work Hours and Safety Standards Act

The provisions of this paragraph 6 are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" includes watchmen and guards.

- (a) Overtime requirements. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in paragraph 6(a), the Contractor and any

subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to the District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in paragraph (a) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

- (c) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such Contractor or any federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

7. Subcontracts

The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this Section II and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the provisions contained in these clauses.

8. Non-Federal Prevailing Wage Rates

Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under state law to be prevailing, with respect to any employee in any trade or position employed under the Contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.

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

**Instructions to Bidders for Contracts
Public and Indian Housing Programs**

Instructions to Bidders for Contracts

Public and Indian Housing Programs

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1. Bid Preparation and Submission

(a) Bidders are expected to examine the specifications, drawings, all instructions, and, if applicable, the construction site (see also the contract clause entitled **Site Investigation and Conditions Affecting the Work** of the *General Conditions of the Contract for Construction*). Failure to do so will be at the bidders' risk.

(b) All bids must be submitted on the forms provided by the Public Housing Agency/Indian Housing Authority (PHA/IHA). Bidders shall furnish all the information required by the solicitation. Bids must be signed and the bidder's name typed or printed on the bid sheet and each continuation sheet which requires the entry of information by the bidder. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority. (Bidders should retain a copy of their bid for their records.)

(c) Bidders must submit as part of their bid a completed form HUD-5369-A, "Representations, Certifications, and Other Statements of Bidders."

(d) All bid documents shall be sealed in an envelope which shall be clearly marked with the words "Bid Documents," the Invitation for Bids (IFS) number, any project or other identifying number, the bidder's name, and the date and time for receipt of bids.

(e) If this solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "No Bid" in the space provided for any item on which no price is submitted.

(f) Unless expressly authorized elsewhere in this solicitation, alternate bids will not be considered.

(g) Unless expressly authorized elsewhere in this solicitation, bids submitted by telegraph or facsimile (fax) machines will not be considered.

(h) If the proposed contract is for a Mutual Help project (as described in 24 CFR Part 905, Subpart E) that involves Mutual Help contributions of work, material, or equipment, supplemental information regarding the bid advertisement is provided as an attachment to this solicitation.

2. Explanations and Interpretations to Prospective Bidders

(a) Any prospective bidder desiring an explanation or interpretation of the solicitation, specifications, drawings, etc., must request it at least 7 days before the scheduled time for bid opening. Requests may be oral or written. Oral requests must be confirmed in writing.

The only oral clarifications that will be provided will be those clearly related to solicitation procedures, i.e., not substantive technical information. No other oral explanation or interpretation will be

provided. Any information given a prospective bidder concerning this solicitation will be furnished promptly to all other prospective bidders as a written amendment to the solicitation, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to other prospective bidders.

(b) Any information obtained by, or provided to, a bidder other than by formal amendment to the solicitation shall not constitute a change to the solicitation.

3. Amendments to Invitations for Bids

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

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date on the bid form, or (3) by letter, telegram, or facsimile, if those methods are authorized in the solicitation. The PHA/IHA must receive acknowledgement by the time and at the place specified for receipt of bids. Bids which fail to acknowledge the bidder's receipt of any amendment will result in the rejection of the bid if the amendment(s) contained information which substantively changed the PHA's/IHA's requirements.

(c) Amendments will be on file in the offices of the PHA/IHA and the Architect at least 7 days before bid opening.

4. Responsibility of Prospective Contractor

(a) The PHA/IHA will award contracts only to responsible prospective contractors who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of a bidder, the PHA/IHA will consider such matters as the bidder's:

- (1) Integrity;
- (2) Compliance with public policy;
- (3) Record of past performance; and
- (4) Financial and technical resources (including construction and technical equipment).

(b) Before a bid is considered for award, the bidder may be requested by the PHA/IHA to submit a statement or other documentation regarding any of the items in paragraph (a) above. Failure by the bidder to provide such additional information shall render the bidder nonresponsible and ineligible for award.

5. Late Submissions, Modifications, and Withdrawal of Bids

(a) Any bid 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 PHA/IHA that the late receipt was due solely to mishandling by the PHA/IHA after receipt at the PHA/IHA; or

(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 observed holidays.

(b) Any modification or withdrawal of a bid is subject to the same conditions as in paragraph (a) of this provision.

(c) The only acceptable evidence to establish the date of mailing of a late bid, 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 bid, 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, bidders should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(d) The only acceptable evidence to establish the time of receipt at the PHA/IHA is the time/date stamp of PHA/IHA on the proposal wrapper or other documentary evidence of receipt maintained by the PHA/IHA.

(e) The only acceptable evidence to establish the date of mailing of a late bid, 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, bidders should request the postal clerk to place a legible hand cancellation bull's-eye postmark on both the receipt and Failure by a bidder to acknowledge receipt of the envelope or wrapper.

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

(g) Bids 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 the exact time set for opening of bids; provided that written confirmation of telegraphic or facsimile withdrawals over the signature of the bidder is mailed and postmarked prior to the specified bid opening time. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

6. Bid Opening

All bids received by the date and time of receipt specified in the solicitation will be publicly opened and read. The time and place of opening will be as specified in the solicitation. Bidders and other interested persons may be present.

7. Service of Protest

(a) Definitions. As used in this provision:

"Interested party" means an actual or prospective bidder whose direct economic interest would be affected by the award of the contract.

"Protest" means a written objection by an interested party to this solicitation or to a proposed or actual award of a contract pursuant to this solicitation.

(b) Protests shall be served on the Contracting Officer by obtaining written and dated acknowledgement from —

[Contracting Officer designate the official location where a protest may be served on the Contracting Officer]

(c) All protests shall be resolved in accordance with the PHA's/IHA's protest policy and procedures, copies of which are maintained at the PHA/IHA.

8. Contract Award

(a) The PHA/IHA will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the PHA/IHA considering only price and any price-related factors specified in the solicitation.

(b) If the apparent low bid received in response to this solicitation exceeds the PHA's/IHA's available funding for the proposed contract work, the PHA/IHA may either accept separately priced items (see 8(e) below) or use the following procedure to determine contract award. The PHA/IHA shall apply in turn to each bid (proceeding in order from the apparent low bid to the high bid) each of the separately priced bid deductible items, if any, in their priority order set forth in this solicitation. If upon the application of the first deductible item to all initial bids, a new low bid is within the PHA's/IHA's available funding, then award shall be made to that bidder. If no bid is within the available funding amount, then the PHA/IHA shall apply the second deductible item. The PHA/IHA shall continue this process until an evaluated low bid, if any, is within the PHA's/IHA's available funding. If upon the application of all deductibles, no bid is within the PHA's/IHA's available funding, or if the solicitation does not request separately priced deductibles, the PHA/IHA shall follow its written policy and procedures in making any award under this solicitation.

(c) In the case of tie low bids, award shall be made in accordance with the PHA's/IHA's written policy and procedures.

(d) The PHA/IHA may reject any and all bids, except other than the lowest bid (e.g., the apparent low bid is unreasonably low), and waive informalities or minor irregularities in bids received, in accordance with the PHA's/IHA's written policy and procedures.

(e) Unless precluded elsewhere in the solicitation, the PHA/IHA may accept any item or combination of items bid.

(f) The PHA/IHA may reject any bid as nonresponsive if it is materially unbalanced as to the prices for the various items of work to be performed. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(g) A written award shall be furnished to the successful bidder within the period for acceptance specified in the bid and shall result in a binding contract without further action by either party.

9. Bid Guarantee (applicable to construction and equipment contracts exceeding \$25,000)

All bids must be accompanied by a negotiable bid guarantee which shall not be less than five percent (5%) of the amount of the bid. The bid guarantee may be a certified check, bank draft, U.S. Government Bonds at par value, or a bid bond secured by a surety company acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. In the case where the work under the contract will be performed on an Indian reservation area, the bid guarantee may also be an irrevocable Letter of Credit (see provision 10, Assurance of Completion, below). Certified checks and bank drafts must be made payable to the order of the PHA/IHA. The bid guarantee shall insure the execution of the contract and the furnishing of a method of assurance of completion by the successful bidder as required by the solicitation. Failure to submit a bid guarantee with the bid shall result in the rejection of the bid. Bid guarantees submitted by unsuccessful bidders will be returned as soon as practicable after bid opening.

10. Assurance of Completion

(a) Unless otherwise provided in State law, the successful bidder shall furnish an assurance of completion prior to the execution of any contract under this solicitation. This assurance may be [Contracting Officer check applicable items]—

[] (1) a performance and payment bond in a penal sum of 100 percent of the contract price; or, as may be required or permitted by State law;

[] (2) separate performance and payment bonds, each for 50 percent or more of the contract price;

[] (3) a 20 percent cash escrow;

[] (4) a 25 percent irrevocable letter of credit; or,

[] (5) an irrevocable letter of credit for 10 percent of the total contract price with a monitoring and disbursements agreement with the IHA (applicable only to contracts awarded by an IHA under the Indian Housing Program).

(b) Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. Individual sureties will not be considered. U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of companies listed in this circular is mandatory. Copies of the circular may be downloaded on the U.S. Department of Treasury website <http://www.fms.treas.gov/c570/index.html>, or ordered for a minimum fee by contacting the Government Printing Office at (202) 512-2168.

(c) Each bond shall clearly state the rate of premium and the total amount of premium charged. The current power of attorney for the person who signs for the surety company must be attached to the bond. The effective date of the power of attorney shall not precede the date of the bond. The effective date of the bond shall be on or after the execution date of the contract.

(d) Failure by the successful bidder to obtain the required assurance of completion within the time specified, or within such extended period as the PHA/IHA may grant based upon reasons determined adequate by the PHA/IHA, shall render the bidder ineligible for award. The PHA/IHA may then either award the contract to the next lowest responsible bidder or solicit new bids. The PHA/IHA may retain the ineligible bidder's bid guarantee.

11. Preconstruction Conference (applicable to construction contracts)

After award of a contract under this solicitation and prior to the start of work, the successful bidder will be required to attend a preconstruction conference with representatives of the PHA/IHA and its architect/engineer, and other interested parties convened by the PHA/IHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract (e.g., Equal Employment Opportunity, Labor Standards). The PHA/IHA will provide the successful bidder with the date, time, and place of the conference.

12. Indian Preference Requirements (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

(a) HUD has determined that the contract awarded under this solicitation is subject to the requirements of section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)). Section 7(b) requires that any contract or subcontract entered into for the benefit of Indians shall require that, to the greatest extent feasible

(1) Preferences and opportunities for training and employment (other than core crew positions; see paragraph (h) below) in connection with the administration of such contracts or subcontracts be given to qualified "Indians." The Act defines "Indians" to mean persons who are members of an Indian tribe and defines "Indian tribe" to mean any Indian tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians; and,

(2) Preference in the award of contracts or subcontracts in connection with the administration of contracts be given to Indian organizations and to Indian-owned economic enterprises, as defined in section 3 of the Indian Financing Act of 1974 (25 U.S.C. 1452). That Act defines "economic enterprise" to mean any Indian-owned commercial, industrial, or business activity established or organized for the purpose of profit, except that the Indian ownership must constitute not less than 51 percent of the enterprise; "Indian organization" to mean the governing body of any Indian tribe or entity established or recognized by such governing body; "Indian" to mean 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; and Indian "tribe" to mean 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.

(b) (1) The successful Contractor under this solicitation shall comply with the requirements of this provision in awarding all subcontracts under the contract and in providing training and employment opportunities.

(2) A finding by the IHA that the contractor, either (i) awarded a subcontract without using the procedure required by the IHA, (ii) falsely represented that subcontracts would be awarded to Indian enterprises or organizations; or, (iii) failed to comply with the contractor's employment and training preference bid statement shall be grounds for termination of the contract or for the assessment of penalties or other remedies.

(c) If specified elsewhere in this solicitation, the IHA may restrict the solicitation to qualified Indian-owned enterprises and Indian organizations. If two or more (or a greater number as specified elsewhere in the solicitation) qualified Indian-owned enterprises or organizations submit responsive bids, award shall be made to the qualified enterprise or organization with the lowest responsive bid. If fewer than the minimum required number of qualified Indian-owned enterprises or organizations submit responsive bids, the IHA shall reject all bids and readvertise the solicitation in accordance with paragraph (d) below.

(d) If the IHA prefers not to restrict the solicitation as described in paragraph (c) above, or if after having restricted a solicitation an insufficient number of qualified Indian enterprises or organizations submit bids, the IHA may advertise for bids from non-Indian as well as Indian-owned enterprises and Indian organizations. Award shall be made to the qualified Indian enterprise or organization with the lowest responsive bid if that bid is -

(1) Within the maximum HUD-approved budget amount established for the specific project or activity for which bids are being solicited; and

(2) No more than the percentage specified in 24 CFR 905.175(c) higher than the total bid price of the lowest responsive bid from any qualified bidder. If no responsive bid by a qualified Indian-owned economic enterprise or organization is within the stated range of the total bid price of the lowest responsive bid from any qualified enterprise, award shall be made to the bidder with the lowest bid.

(e) Bidders seeking to qualify for preference in contracting or subcontracting shall submit proof of Indian ownership with their bids. Proof of Indian ownership shall include but not be limited to:

(1) Certification by a tribe or other evidence that the bidder is an Indian. The IHA shall accept the certification of a tribe that an individual is a member.

(2) Evidence such as stock ownership, structure, management, control, financing and salary or profit sharing arrangements of the enterprise.

(f) (1) All bidders must submit with their bids a statement describing how they will provide Indian preference in the award of subcontracts. The specific requirements of that statement and the factors to be used by the IHA in determining the statement's adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement shall be rejected as nonresponsive. The IHA may require that comparable statements be provided by subcontractors to the successful Contractor, and may require the Contractor to reject any bid or proposal by a subcontractor that fails to include the statement.

(2) Bidders and prospective subcontractors shall submit a certification (supported by credible evidence) to the IHA in any instance where the bidder or subcontractor believes it is infeasible to provide Indian preference in subcontracting. The acceptance or rejection by the IHA of the certification shall be final. Rejection shall disqualify the bid from further consideration.

(g) All bidders must submit with their bids a statement detailing their employment and training opportunities and their plans to provide preference to Indians in implementing the contract; and the number or percentage of Indians anticipated to be employed and trained. Comparable statements from all proposed subcontractors must be submitted. The criteria to be used by the IHA in determining the statement(s)'s adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement(s), or that includes a statement that does not meet minimum standards required by the IHA shall be rejected as nonresponsive.

(h) Core crew employees. A core crew employee is an individual who is a bona fide employee of the contractor at the time the bid is submitted; or an individual who was not employed by the bidder at the time the bid was submitted, but who is regularly employed by the bidder in a supervisory or other key skilled position when work is available. Bidders shall submit with their bids a list of all core crew employees.

(i) Preference in contracting, subcontracting, employment, and training shall apply not only on-site, on the reservation, or within the IHA's jurisdiction, but also to contracts with firms that operate outside these areas (e.g., employment in modular or manufactured housing construction facilities).

(j) Bidders should contact the IHA to determine if any additional local preference requirements are applicable to this solicitation.

(k) The IHA [] does [] does not [Contracting Officer check applicable box] maintain lists of Indian-owned economic enterprises and Indian organizations by specialty (e.g., plumbing, electrical, foundations), which are available to bidders to assist them in meeting their responsibility to provide preference in connection with the administration of contracts and subcontracts.

Hold-Harmless Agreement

U.S. Department of Housing
and Urban Development
Office of Housing
Federal Housing Commissioner

Although the home located at _____

_____ in which I/we now live, and which I/we formerly owned or in which I/we was/were {a} tenant{s} requires certain repairs, I/we want to remain in possession of the house while the owner, the Department of Housing and Urban Development, corrects the deficiencies.

In consideration for *the* Department of Housing and Urban Development permitting me/us to remain in the property pending correction of the deficiencies, I/we agree:

1. To permit the Department of Housing and Urban Development and/or its agents and/or contractors to enter the property to inspect and to perform the necessary repairs so as to make the property habitable. I/we further understand that I/we are urged to leave the property during the time the actual repairs are made, to avoid injuries.
2. To hold the Department of Housing and Urban Development harmless for any physical injury or property damage which may result from any accidents occurring at the time of repairs by HUD to correct the deficiencies.

(Name)

(Date)

(Name)

(Date)

Non-Construction

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 an 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 best offer,
- (3) waive formalities 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 protester.

9. Offer Submission

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. 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]

NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated this ____ day of _____

(Name of Organization)

(Title of Person Signing)

(Signature)

ACKNOWLEDGEMENT

STATE OF _____)

) SS

COUNTY OF _____)

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this _____ day of _____

Notary Public Signature

My Commission **Expires:** _____

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

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

**Contract Provisions Required by Federal Law
or Owner Contract with the
U.S. Department of Housing and Urban Development**

Contract Provisions Required by Federal Law or Owner Contract with the U.S. Department of Housing and Urban Development

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

OMB Approval No. 2577-0157
(exp. 3/31/2020)

Public reporting burden for this collection of information is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. 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.

These contracts between a HUD grantee (housing agency (HA)) and an architect/engineer (A/E) for design and construction services do not require either party to submit any materials to HUD. The forms provide a contractual agreement for the services to be provided by the A/E and establishes responsibilities of both parties pursuant to the contract. The regulatory authority is 2 CFR 200. These contractual agreements are required by Federal law or regulation pursuant to 2 CFR Part 200. Signing of the contracts is required to obtain or retain benefits. The contracts do not tend themselves to confidentiality.

1.0 Contract Provisions Required by Federal Law or Owner Contract with the U.S. Department of Housing and Urban Development (HUD).

1.1 Contract Adjustments. Notwithstanding any other term or condition of this Agreement, any settlement or equitable adjustment due to termination, suspension or delays by the Owner shall be negotiated based on the cost principles stated at 48 CFR Subpart 31.2

and conform to the Contract pricing provisions of 2 CFR 200.

1.2 Additional Services. The Owner shall perform a cost or price analysis as required by 2 CFR 200 prior to the issuance of a contract modification/amendment for Additional Services. Such Additional Services shall be within the general scope of services covered by this Agreement. The Design Professional shall provide supporting cost information in sufficient detail to permit the Owner to perform the required cost or price analysis.

1.3 Restrictive Drawings and Specifications. In accordance with 2 CFR 200 and contract agreements between the Owner and HUD, the Design Professional shall not require the use of materials, products, or services that unduly restrict competition.

1.4 Design Certification. Where the Owner is required by federal regulations to provide HUD a Design Professional certification regarding the design of the Projects (24 CFR 905.312), the Design Professional shall provide such a certification to the Owner.

1.5 Retention and Inspection of Records. Pursuant to 24 CFR 85.26(i)(10) and (11), access shall be given by the Design Professional to the Owner, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records of the Design Professional which are directly pertinent to that specific Contract for the purpose of making an audit, examination, excerpts, and transcriptions. All required records shall be retained for three years after the Owner or Design Professional and other subgrantees make final payments and all other pending matters are closed.

1.6 Copyrights and Rights in Data. HUD has no regulations pertaining to copyrights or rights in data as provided in 24 CFR 85.36. HUD requirements, Article 45 of the General Conditions to the Contract for Construction (form HUD-5370) requires that contractors pay all royalties and license fees. All drawings and specifications prepared by the Design Professional pursuant to this contract will identify any applicable patents to enable the general contractor to fulfill the requirements of the construction contract.

1.7 Conflicts of Interest. Based in part on federal regulations (2 CFR 200) and Contract agreement between the Owner and HUD, no employee, officer, or agent of the Owner (HUD grantee) shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

Such a conflict would arise when:

- (i) The employee, officer or agent,
- (ii) Any member of his or her immediate family,
- (iii) His or her partner, or
- (iv) An organization that employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from Contractors, or parties to sub-agreements.

Grantees and subgrantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrantee's officers, employees, or agents or by Contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

Neither the Owner nor any of its contractors or their subcontractors shall enter into any Contract, subcontract, or agreement, in connection with any Project or any property included or planned to be included in any Project, in which any member, officer, or employee of the Owner, or any member of the governing body of the locality in which the Project is situated, or any member of the governing body of the locality in which the Owner was activated, or in any other public official of such locality or localities who exercises any responsibilities or functions with respect to the Project during his/her tenure or for one year thereafter has any interest, direct or indirect. If any such present or former member, officer, or employee of the Owner, or any such governing body member or such other public official of such locality or localities involuntarily acquires or had acquired prior to the beginning of his/her tenure any such interest, and if such interest is immediately disclosed to the Owner and such disclosure is entered upon the minutes of the Owner, the Owner, with the prior approval of the Government, may waive the prohibition contained in this subsection: Provided, That any such present member, officer, or employee of the Owner shall not participate in any action by the Owner relating to such contract, subcontract, or arrangement.

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

1.8 Disputes. In part because of HUD regulations (2 CFR 200), this Design Professional Agreement, unless it is a small purchase contract, has administrative, contractual, or legal remedies for instances where the Design Professional violates or breaches Agreement terms, and provide for such sanctions and penalties as may be appropriate.

1.9 Termination. In part because of HUD regulations (24 CFR 85.36(i)(2)), this Design Professional Agreement, unless it is for an amount of \$10,000 or less, has requirements regarding termination by the Owner when for cause or convenience. These include the manner by which the termination will be effected and basis for settlement.

1.10 Interest of Members of Congress. Because of Contract agreement between the Owner and HUD, 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 from it.

1.11 Limitation of Payments to Influence Certain Federal Transaction. The Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions Act, Section 1352 of Title 31 U.S.C., provides in part that no appropriated funds may be expended by recipient of a federal contract, grant, loan, or cooperative agreement to pay any person, including the Design Professional, for influencing or attempting to influence an officer or employee 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.

1.12 Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968.

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

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will

post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. Reserved.

H. Reserved.

1.13 Reserved.

1.14 Clean Air and Water. (Applicable to contracts in excess of \$100,000). Because of 24 CFR 85.36(i)(12) and federal law, the Design Professional shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. § 1857h-4 transferred to 42 USC § 7607, section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15), on all contracts, subcontracts, and subgrants of amounts in excess of \$100,000.

1.15 Energy Efficiency . Pursuant to Federal regulations (2 C.F.R. 200) and Federal law, except when working on an Indian housing authority Project on an Indian reservation, the Design Professional shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163 codified at 42 U.S.C.A. § 6321 et. seq.).

1.16 Prevailing Wages. In accordance with Section 12 of the U.S. Housing Act of 1937 (42 U.S.C. 1437j) the Design Professional shall pay not less than the wages prevailing in the locality, as determined by or adopted (subsequent to a determination under applicable State or local law) by the Secretary of HUD, to all architects, technical engineers, draftsmen, and technicians.

1.17 Non-applicability of Fair Housing Requirements in Indian Housing Authority Contracts. Pursuant to 24 CFR section 905.115(b) title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4), which prohibits discrimination on the basis of race, color or national origin in federally assisted programs, and the Fair Housing Act (42 U.S.C. 3601-3620), which prohibits discrimination based on race, color, religion, sex, national origin, handicap, or familial status in the sale or rental of housing do not apply to Indian Housing Authorities established by exercise of a Tribe's powers of self-government.

1.18 Prohibition Against Liens. The Design professional is Prohibited from placing a lien on the Owner's property. This prohibition shall be placed in all design professional subcontracts.

Section 3 Business Concern Certification for Contracting (Sample Form)

About this Tool

Description: Businesses seeking a preference in contracting on applicable Section 3 projects may qualify as a Section 3 business concern if they meet the following criteria: At least 51 percent of the business is owned and controlled by low- or very low-income persons, or at least 51 percent of the business is owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing, or over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers.

This tool is designed to help grantees and their subrecipients, contractors, and subcontractors comply with the Section 3 requirements and achieve the Section 3 goals. It is intended to be a sample form to help grantees certify and track Section 3 business concerns seeking a preference in contracting.

How to Adapt this Document: This document is intended to be used as a reference tool to help grantees certify Section 3 business concerns and provide the appropriate records to support the business' Section 3 status claims. Grantees are encouraged to adapt the form to fit the resources within their individual communities and to meet the needs of their program.

Source of Document: This document was developed by consultants affiliated with the consulting firm ICF.

Disclaimer: The following is a sample Section 3 Business Concern Certification form that PHAs or Community Development Offices may wish to use to begin developing their own form. They may work with their legal counsels to ensure it meets all local and state laws.

This resource will be part of a Section 3 Toolkit coming Fall of 2021. It will be hosted on the **HUD** Exchange at <https://www.hudexchange.info/>.

Updated as of: December 20, 2021



Section 3 Business Concern Certification for Contracting (Sample Form)

Instructions: Enter the following information and select the criteria that applies to certify your business' Section 3 Business Concern status.

Business Information

Name of Business _____

Address of Business _____

Name of Business Owner _____

Phone Number of Business **Owner** _____

Email Address of Business Owner _____

Preferred Contact Information

D Same as above

Name of Preferred Contact _____

Phone Number of Preferred Contact _____

Type of Business (select from the following options):

DCorporation

DPartnership

DSole Proprietorship

DJoint Venture

Select from *ONE* of the following three options below that applies:

D At least 51 percent of the business is owned and controlled by low- or very low-income persons (Refer to income guidelines on page 4).

D At least 51 percent of the business is owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

D Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers (Refer to definition on page 4).

(frontside)

Business Concern Affirmation

I affirm that the above statements (on the frontside of this form) are true, complete, and correct to the best of my knowledge and belief. I understand that businesses who misrepresent themselves as Section 3 business concerns and report false information to [insert name of recipient] may have their contracts terminated as default and be barred from ongoing and future considerations for contracting opportunities. I hereby certify, under penalty of law, that the following information is correct to the best of my knowledge.

Print Name: _____

Signature: _____ Date: _____

*Certification expires within six months of the date of signature

Information regarding Section 3 Business Concerns can be found at [24 CFR 75.5](#)

FOR ADMINISTRATIVE USE ONLY

Is the business a Section 3 business concern based upon their certification?

DYES NO

EMPLOYERS MUST RETAIN THIS FORM IN THEIR SECTION 3 COMPLIANCE FILE FOR FIVE YEARS.

(backside)

The City of (insert locality here)
Or
the (insert name here) Housing Authority

Section 3 Income Limits

Eligibility Guidelines

The worker's income must be at or below the amount provided below for an individual (household of 1) regardless of actual household size.

Individual Income Limits for City of (insert locality here) FY 20 (insert year here)

Income Limits Category	FY 20 (enter year here) Income Limits
Extremely Low Income Limits (30%)	
Very Low Income Limits (50%)	
Low Income Limits (80%)	

See <https://www.huduser.gov/portal/datasets/il.html> for most recent income limits.

Section 3 Worker Definition:

- A low or very low-income resident (the worker's income for the previous or annualized calendar year is below the income limit established by HUD); or
 - Employed by a Section 3 business concern; or
- A YouthBuild participant.

Targeted Section 3 Worker Definition:

Employed by a Section 3 business concern or

Currently meets or when hired met at least one of the following categories as documented within the past five years:

A resident of public housing; or

A resident of other public housing projects or Section 8-assisted housing; or

A YouthBuild participant.



US Department of Housing and Urban Development
Office of Housing/Federal Housing CommissionerUS Department of Agriculture
Farmers Home Administration

Part I to be completed by Controlling Participant(s) of Covered Projects (See instructions) Reason for submission:		For HUD HQ/FmHA use only	
1. Agency name and City where the application is filed		2. Project Name, Project Number, City and Zip Code	
3. Loan or Contract amount \$	4. Number of Units or Beds	5. Section of Act	6. Type of Project (check one) <input checked="" type="checkbox"/> Existing <input type="checkbox"/> Rehabilitation <input type="checkbox"/> Proposed (New)
7. List all proposed Controlling Participants and attach complete organization chart for all organizations showing owners. IP 0			
Name and address (Last, First, Middle Initial) of controlling participant(s) or organization(s) to participate		8. Role of Each Principal in Project	9. SSN or IRS Employer Number <TIN#
Certifications: The controlling participant(s) listed above hereby apply to HUD or USDA FmHA, as the case maybe, for approval to participate as controlling participant(s) in the role(s) and project listed above. The controlling participant(s) certify that the information provided on this form and in any accompanying documentation is true and accurate. I/we acknowledge that making, presenting, or submitting a false, fictitious, or fraudulent statement, representation, or certification may result in criminal, civil, and/or administrative sanctions, including fines, penalties, and imprisonment. The controlling participants(s) further certify to the truth and accuracy of the following:			
1. Schedule A contains a listing, for the last ten years, of every project assisted or insured by HUD, USDA FmHA and/or State and local government housing finance agencies in which the controlling participant(s) have participated or are now participating.			
2. For the period beginning 10 years prior to the date of this certification, and except as shown on the certification:			
a. No mortgage on a project listed has ever been in default, assigned to the Government or foreclosed, nor has it received mortgage relief from the mortgagee;			
b. The controlling participants have no defaults or noncompliance under any Conventional Contract or Turnkey Contract of Sale in connection with a public housing project;			
c. There are no known unresolved findings as a result of HUD audits, management reviews or other Governmental investigations concerning the controlling participants or their projects;			
d. There has not been a suspension or termination of payments under any HUD assistance contract due to the controlling participant's fault or negligence;			
e. The controlling participants have not been convicted of a felony and are not presently the subject of a complaint or indictment charging a felony. (A felony is defined as any offense punishable by imprisonment for a term exceeding one year, but does not include any offense classified as a misdemeanor under the laws of a State and punishable by imprisonment of two years or less);			
f. The controlling participants have not been suspended, debarred or otherwise restricted by any Department or Agency of the Federal Government or of a State Government from doing business with such Department or Agency;			
g. The controlling participants have not defaulted on an obligation covered by a surety or performance bond and have not been the subject of a claim under an employee fidelity bond;			
3. All the names of the controlling participants who propose to participate in this project are listed above.			
4. None of the controlling participants is a HUD/FmHA employee or a member of a HUD/FmHA employee's immediate household as defined in Standards of Ethical Conduct for Employees of the Executive Branch in 5 C.F.R. Part 2635 (57 FR 35006) and HUD's Standard of Conduct in 24 C.F.R. Part 0 and USDA's Standard of Conduct in 7 C.F.R. Part 0 Subpart B.			
5. None of the controlling participants is a participant in an assisted or insured project as of this date on which construction has stopped for a period in excess of 20 days or which has been substantially completed for more than 90 days and documents for closing, including final cost certification, have not been filed with HUD or FmHA.			
6. None of the controlling participants have been found by HUD or FmHA to be in noncompliance with any applicable fair housing and civil rights requirements in 24 CFR 5.105(a). (If any controlling participants have been found to be in noncompliance with any requirements, attach a signed statement explaining the relevant facts, circumstances, and resolution, if any).			
7. None of the controlling participants is a Member of Congress or a Resident Commissioner nor otherwise prohibited or limited by law from contracting with the Government of the United States of America.			
8. Statements above (if any) to which the controlling participant(s) cannot certify have been deleted by striking through the words with a pen, and the controlling participant(s) have initialed each deletion (if any) and have attached a true and accurate signed statement (if applicable) to explain the facts and circumstances.			
Name of Controlling Participant		Signature of Controlling Participant	Certification Date (mm/dd/yyyy)
This form prepared by (print name)		Arca Code and Tel. No.	

Schedule A: List of Previous Projects and Section 8 Contracts. Below is a complete list of the controlling participants' previous participation projects and participation history in covered projects as per 24 CFR, part 200 §200.214 and multifamily Housing programs of FmHA, State and local Housing Finance Agencies, if applicable. Note: Read and follow the instruction sheet carefully. Make full disclosure. Add extra sheets if you need more space. Double check for accuracy. If no previous projects, write by your name, "No previous participation, First Experience"

1. Controlling Participants' Name (Last, First)	2. List of previous projects (Project name, project ID and, Govt. agency involved)	3. List Participants' Role(s) (indicate dates participated and if fee or identity of interest participant)	4. Status of loan (current, defaulted, assigned, foreclosed)	5. Was the Project ever in default during your participation Yes No If yes, explain	6. Last MOR rating and Physical Insp. Score and date

Part 11- For HUD Internal Processing Only

Received and checked by me for accuracy and completeness: recommend approval or refer to Headquarters after checking appropriate box.

Date (mm/dd/yyyy)	Tel No. and area code	DA. No adverse information: from HUD-2530 approval recommended.	OC. Disclosure or Certification problem
Staff	Processing and Control	OS. Name match in system	OD. Other (attach memorandum)
Signature of authorized reviewer	Signature of authorized reviewer	Approved	Date (11/11/11/dd/yyyy)
		Yes	No

Instructions for Completing the Previous Participation Certificate, form HUD-2530

Carefully read these instructions and the applicable regulations. A copy of the regulations published at 24 C.F.R. part 200, subpart H, § 200.210-200.222 can be obtained on-line at www.gpo.gov and from the Account Executive at any HUD Office. Type or print neatly in ink when filling out this form. Incomplete form will be returned to the applicant.

Attach extra sheets as you need them. Be sure to indicate "Continued on Attachments" wherever appropriate. Sign each additional page that you attach if it refers to you or your record. Carefully read the certification before you sign it. Any questions regarding the form or how to complete it can be answered by your HUD Account Executive.

Purpose: This form provides HUD/USDA FmHA with a certified report of all previous participation in relevant HUD/USDA programs by those parties submitting the application. The information requested in this form is used by HUD/USDA to determine if you meet the standards established to ensure that all controlling participants in HUD/USDA projects will honor their legal, financial and contractual obligations and are of acceptable risks from the underwriting standpoint of an insurer, lender or governmental agency. HUD requires that you certify and submit your record of previous participation, in relevant projects, by completing and signing this form, before your participation can be approved.

HUD approval of your certification is a necessary precondition for your participation in the project and in the capacity that you propose. If you do not file this certification, do not furnish the information requested accurately, or do not meet established standards, HUD will not approve your certification.

Note that approval of your certification does not obligate HUD to approve your project application, and it does not satisfy all other HUD program requirements relative to your qualifications.

Who Must Sign and File Form HUD-2530: Form HUD-2530 must be completed and signed by all Controlling Participants of Covered Projects, as such terms are defined in 24 CFR part 200 §200.212, and as further clarified by the Processing Guide (HUD notice H 2016-15) referenced in 24 CFR §200.210(b) and available on the HUD website at: http://portal.hud.gov/hudportal/HUD?src=/program_offices/housing/mfh/prevparticipation.

Where and When Form HUD-2530 Must Be Filed: The original of this form must be submitted to the HUD Office where your project application will be processed at the same time you file your initial project application. This form must be filed with applications for projects listed in 24 CFR §200.214 and for the Triggering Events listed at 24 CFR §200.218.

Review of Adverse Determination: If approval of your participation in a HUD project is denied, withheld, or conditionally granted on the basis of your record of previous participation, you will be notified by the HUD Office. You may request reconsideration in accordance with 24 CFR §200.222 and further clarified by the Processing Guide. Request must be made in writing within 30 days from your receipt of the notice of determination.

The Department of Housing and Urban Development (HUD) is authorized to collect this information by law 42 U.S.C. 3535(d) and by regulation at 24 CFR 200.210. This information is needed so that principals applying to participate in multifamily programs can become HUD-approved controlling participants. The information you provide will enable HUD to evaluate your record with respect to established standards of performance, responsibility and eligibility. Without prior approval, a controlling participant may not participate in a proposed or existing multifamily or healthcare project. HUD uses this information to evaluate whether or not controlling participants pose an unsatisfactory underwriting risk. The information is used to evaluate the potential controlling participants and approve only individuals and organizations that will honor their legal, financial and contractual obligations.

Privacy Act Statement: The Housing and Community Development Act of 1987, 42 U.S.C. 3543 requires persons applying for a Federally-insured or guaranteed loan to furnish his/her Social Security Number (SSN). HUD must have your SSN for identification of your records. HUD may use your SSN for automated processing of your records and to make requests for information about you and your previous records with other public agencies and private sector sources. HUD may disclose certain information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as required and permitted by law. You must provide all of the information requested in this application, including your SSN.

Purpose: The information collected by form HUD-2530 is required for principals applying to participate in multifamily programs to become HUD-approved controlling participants. The information you provide will enable HUD to evaluate your record with respect to established standards of performance, responsibility, and eligibility.

Routine Use: The information collected by this form will not be otherwise disclosed outside of HUD, except to public agencies and private sector sources for automated processing of your records and for requesting information about you for participant approval; to appropriate agencies, entities, and persons when it is reasonably necessary to mitigate a breach or related incident; to Federal, state and/or local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions or for other inquiries.

Disclosure: Providing the information is voluntary. You must provide all information requested in this application, including your SSN. Without prior approval or information, a controlling participant may not participate in a proposed or existing multifamily or healthcare project.

SORN ID/U RL :<https://www.govinfo.gov/content/pkg/FR-2016-07-29/pdf/2016-18026.pdf>

Public reporting burden for this collection of information is estimated to average three 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. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

A response is mandatory. Failure to provide any of the information will result in your disapproval of participation in this HUD program.