

KING COUNTY HOUSING AUTHORITY



REQUEST FOR PROPOSALS (RFP)

For

HARRISON HOUSE MEAL PROGRAM

For

THE KING COUNTY HOUSING AUTHORITY

ISSUE DATE: Monday, April 17, 2023

DUE DATE: Wednesday, May 3, 2023

This bid package includes the following documents:

- 1) Request for Proposals
- 2) Exhibit A - Scope of Work
- 3) Exhibit B - Budget Information
 - A) B-1 Fee and Budget Schedule
 - B) B-2 Budget Narrative
- 4) Exhibit C – Equal Opportunity Clause
- 5) Exhibit D – Section 3 Information and Certification
 - A) D-1 Section 3 Clause
 - B) D-2 Section 3 Business Certification & Subcontractor Work Plan Form
 - C) D-3 Section 3 Individual Certification Form
 - D) D-4 Section 3 Labor Work Hours Form
 - E) D-5 Section 3 Supplemental Instructions to Bidders
 - F) D-6 Section 3 Evaluation Criteria
- 6) Exhibit E – HUD Form #5369-A
- 7) Exhibit F – HUD Form #5369-B
- 8) Exhibit G – HUD Form #5370-C

REQUEST FOR PROPOSALS HARRISON HOUSE MEAL PROGRAM

The King County Housing Authority (KCHA) is issuing a competitive Request for Proposals (RFP) for a qualified organization to provide meal services to residents at Harrison House, a senior property located at 615 W. Harrison, Kent, WA 98032.

Obtaining the RFP: The RFP may be downloaded at <https://www.kcha.org/business/professional/open/>. There is no cost for requesting a package.

Questions: Any questions or requests for further information or clarification must be directed to Southeast Regional Manager Andrea Paine, either through US mail (please use certified mail) or via email at andreap@kcha.org no later than Wednesday, April 26, 2023.

Submission Deadline: Sealed proposals, in accordance with conditions defined in the RFP, must be received via USPS Certified mail, overnight delivery services (UPS, Fed Ex, etc.), hand delivered to the KCHA Central Office, or submitted electronically via email to andreap@kcha.org **no later than 3:00 PM PDT on Wednesday, May 3, 2023** at the address below. All submissions will be date stamped upon receipt. **No submittals will be accepted after this time. Faxed submittals will not be accepted.** If submitting a hardcopy proposal, please submit one original application package and five (5) copies. Women and Minority owned businesses are strongly encouraged to submit a proposal.

Submission Instructions: Submit a sealed proposal marked **Harrison House Meal Program** to Andrea Paine, c/o **King County Housing Authority, 600 Andover Park West, Tukwila, WA 98188**. Or, you may submit the package electronically to andreap@kcha.org. No proposals shall be opened before the submission deadline. If an Applicant has submitted a proposal in error, the original proposal may be picked up and resubmitted before the submission deadline. Submissions will not be publicly opened. It is the responsibility of the Applicant to indicate which parts of the RFP are “confidential” or “proprietary”, as bid documents are considered public records, subject to inspection upon written request.

Evaluation: KCHA expects to select the Applicant/Applicants that is/are best qualified to provide the services described in this RFP based upon the evaluation criteria set forth in the RFP. KCHA reserves the right to waive any information or irregularities in submittals, or to reject any and/or all proposals. Only one applicant is expected to be chosen for the contract.

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A. BACKGROUND:

The King County Housing Authority (KCHA) provides rental housing and housing assistance to more than 20,000 low-income households through both federally-funded and local programs. KCHA operates in King County outside the cities of Seattle and Renton, and owns over 10,400 low and moderate-income apartment units across the region.

Through its federally funded programs, KCHA serves a diverse subset of the region's lowest income residents. Of those served in 2017, 81% earned less than 30% of the area median income (AMI) - \$32,100 per year for a family of four. 30% of households served were elderly, 29% were non-elderly households with a disability, and 41% were families with children. 26% of KCHA's residents identified a language other than English as their primary language.

As a national leader in affordable housing, King County Housing Authority serves to provide innovative, effective, and equitable housing solutions so that all people and communities can prosper. Our vision is that all residents of King County have quality affordable housing. KCHA's approach not only includes providing quality affordable housing but also providing residents with effective programs and services that lead to improved quality of life and economic independence. To learn more about KCHA and its history, mission and business plan, Respondents are encouraged to visit KCHA's website www.kcha.org.

B. SCOPE OF WORK:

See Exhibit A for a detailed Scope of Work.

C. DURATION OF WORK AND BUDGET:

The budget is \$75,833 for the contract period of June 1 to December 31, 2023. The estimated annual budget is approximately \$130,000. There is potential for annual contract extensions if the Agency is successfully implementing the meal program.

D. INFORMATION TO BE SUBMITTED WITH THE PROPOSAL

KCHA reserves the right to request additional information, if necessary, in order to complete the evaluation and selection process. The Proposal must present the Applicant's experience and qualifications to undertake the work specified above and should address, in order, the issues described in each of the sections below and should identify/label each section to facilitate quick reference. Respondents may incorporate additional information relating to each of the sections outlined below to respond to the evaluation criteria. Respondents choosing to provide additional materials, e.g., brochures, profiles, etc., should include them in a separate section of the proposal. Application packages **must not** be bound in three ring binders, presentation folders, spiral binding, etc.

- 1) **Letter of Interest:** The letter of interest should briefly summarize the applicant's qualifications. An Officer of the Agency authorized to execute contracts or other similar agreements must sign the letter.
- 2) **General qualifications, experience and fees** (Please limit your response to ten (10) pages for sections 2a to 2e, excluding résumés /job descriptions, work sample, and budget sheets):

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- a) Provide a description of the applicant’s history, experience, qualifications, procedures, and capacity to undertake this work.
- b) Provide a project proposal that addresses the deliverables and includes potential strategies, milestones, and timeline.
- c) Provide details on the cost of the project in Exhibit B – Budget Information (B-1 and B-2), which includes an estimated cost per meal.
- d) Provide a list of clients of comparable size and scope that the firm has provided similar services for within the last five years.
- e) Provide two letters of reference dated after the release date of this RFP from two recent clients, preferably from clients for whom you did similar work. Letters should be on client’s letterhead and signed by appropriate representative.
- f) Provide résumés of the qualified staff, including but not limited to, certifications, accreditation and/or licenses, if applicable.
- g) Complete and submit Section 3 information and certification (Exhibit D).
- h) Executed HUD form #5369-A (Exhibit E) Representations, Certifications, and Other Statement of Bidders **must be completed with bid**; HUD form #5369-B (Exhibit F) Instructions to Offerors Non-Construction; and HUD form #5370-C (Exhibit G) General Contract Conditions Non-Construction.

E. EVALUATION CRITERIA

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

Criteria	Points
a) Organization’s history, experience, and qualifications to undertake project.	15
b) List of clients of comparable size and scope that the organization has provided similar services for in the last 5 years.	5
c) Project proposal and organization capacity to undertake project with current/competing workload.	25
d) Reference letters from two recent clients.	5
e) Budget and budget narrative – please include cost per meal	20
f) Staff assigned to the meal program	10
g) Section 3 qualifications*	20
Total points available:	100

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

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F. INTERVIEWS

KCHA reserves the right to conduct interviews with any and all applicants submitting Proposals. Interviews shall take place after the evaluations by the review panel. The purpose of the interview is to seek clarifications or to ask additional questions. The interview panel reserves the right to change points assigned to applications based on interviews.

G. CONDITIONS OF PROPOSAL:

See attached form HUD 5369-B “Instructions to Offerors, Non-Construction” (Exhibit E), form HUD 5369-C “Certification and Representations of Offeror, Non-Construction Contract” (Exhibit F), and form HUD 5370-C “General Contract Conditions, Non-Construction” (Exhibit G).

In addition, KCHA reserves the right: 1) to reject/cancel any or all proposals; 2) to award the contract to one contractor or a number of contractors; 3) to award the contract in different phases based on budget condition; 4) to define and waive any informalities in the RFP; 5) to make a final judgment whether the proposals are responsive or non-responsive to the RFP after carefully evaluating the RFP results, and considering all of the factors; and 6) to make contract awards only to responsible/qualified companies who meet KCHA’s standards for a specific project as indicated below. All non-responsive proposals or proposals received from non-responsible or unqualified firms will be rejected.

KCHA also reserves the right to obtain clarification of any point in a contractor’s proposal or to obtain additional information necessary to properly evaluate a particular proposal. Failure of a firm to respond to such a request for additional information or clarification could result in rejection of the firm’s proposal.

This RFP does not commit KCHA to pay any costs incurred by any firm in the submission or presentation of a proposal, or in making the necessary studies for the preparation thereof.

H. CONTRACT NEGOTIATIONS

The review panel will rate all proposals according to the evaluation criteria set forth in the RFP. KCHA and the highest rated applicant(s) will negotiate the terms and conditions of a contract. KCHA reserves the right to modify the scope of work, expand or modify the terms and conditions specifically set forth in the RFP. In the event KCHA and the highest rated applicant(s) cannot agree on contract terms and conditions acceptable to both parties, KCHA reserves the right, at its sole discretion, to enter into negotiations with the next highest ranked applicant(s) and will be relieved of any obligation to negotiate with or contract for services with the highest ranked applicant(s).

I. INDEMNIFICATION AND HOLD HARMLESS

The Applicant hereby agrees to indemnify, defend, and hold harmless the KCHA, its successors and assigns, director, officials, officers and employees, volunteers, partners, and agents (all foregoing singly and collectively (“Indemnities”), from and against any and all claims losses, harm costs, liabilities, damages and expenses, including, but not limited to, reasonable attorney’s fees arising or resulting from the performance of the services, or the acts or omissions of the Applicant, its successors, and assigns, employees, subcontractors or anyone acting on the consultant’s behalf in connection with this Applicant or its performance of this Applicant.

PROVIDED, however, that the consultant will not be required to indemnify, defend, or save harmless the indemnitee as provided in the preceding paragraphs of this section if the claim, suit, or action for

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injuries, death, or damages is caused by the sole negligence of the indemnitee. Where such claims, suits, or actions result from the concurrent negligence of (a) the indemnitee or the indemnitee’s agents or employees and (b) the Applicant or the Applicant’s agent or employee, the indemnity provisions provided in the preceding paragraphs of this section shall be valid and enforceable only to the extent of the Applicant’s negligence or the negligence of its agents and employees.

J. GENERAL CONDITIONS

- 1) **Basic Eligibility:** The successful Agency must be licensed to do business in the State of Washington, must have a state UBI number and be properly authorized and be licensed (if required by law) to perform the services proposed. In addition, the successful respondent must not be debarred, suspended or otherwise ineligible to contract with KCHA, and must not be included on the General Services Administration’s (GSA) “List of Parties Excluded From Federal Procurement and Nonprocurement Programs” or HUD’s “Limited Denial of Participation” list.
- 2) **Addenda:** In the event there are changes or clarifications to this RFP, KCHA shall issue an addendum. Addenda will only be sent to those parties who have registered with KCHA as having received an official copy of the RFP from KCHA. It is the responsibility of the respondent to check with KCHA prior to submittal deadline to ensure that all addenda issued by KCHA have been received or to call the KCHA contact named in this RFP.
- 3) **Rights reserved by KCHA:** KCHA reserves the right to waive any irregularities or informalities in the RFP and to reject any and/or all Statements of Qualification. KCHA will generally not disclose the number of responses received, the names of the respondents, or the status of negotiations until the Executive Director or his assignee has approved the award of the contract.
- 4) **Records made Public:** All documents submitted to KCHA will become public record, as per RCW 42.56. If you are submitting information which you think is “confidential” and/or “proprietary” to your business, KCHA recommends that you do not submit that information and KCHA cannot guarantee that type of information will be withheld from a public disclosure request.
- 5) **Payment Requirements:** No advance payments will be made to the awarded Agency, who must have the capacity to meet all expenses in advance of payments by KCHA.
- 6) **Minority-owned and Women-owned Business Enterprises:** KCHA strongly encourages minority-owned and women-owned businesses, socially and economically disadvantaged business enterprises, and small businesses to submit proposals, to participate as partners, or to participate in other business activity in response to this RFP.
- 7) **Section 3 Requirements:** Section 3 of the Housing and Urban Development Act of 1968 requires that KCHA to the greatest extent feasible to provide employment opportunities to Section 3 residents. Section 3 residents include residents of KCHA communities and other low income residents of King County.

K. INSURANCE

The Applicant awarded the contract shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the applicant, its agents, representatives, or employees. The cost of such insurance shall be borne by the Applicant.

Minimum Scope of Insurance

Firms shall maintain coverages with limits not less than:

1. Insurance Services Office Commercial General Liability coverage.

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2. Insurance Services Office covering Automobile Liability, symbol 1 (any auto).
3. Workers' Compensation insurance as required by State law and Employer's Liability Insurance.

Minimum Limits of Insurance

Firm shall maintain with limits not less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit of \$2,000,000.
2. Automobile Liability: \$1,000,000 per accident combined single limit..
3. Employer's Liability: \$1,000,000 per accident for bodily injury/sickness or disease.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Owner. At the option of the Owner, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Owner, its officers, officials, employees and volunteers; or the Firm shall provide a financial guarantee satisfactory to the Owner guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. The Owner, its officers, officials, agents, partners, employees, and volunteers are to be covered as additional insureds as respects to products and services of the Firm under a "completed operations" type of additional insured endorsement. General liability coverage can be provided in the form of an endorsement to the Firm's insurance, or as a separate owner's policy.
2. For any claims related to this project, the Firm's insurance coverage shall be primary insurance as respects the Owner, its officers, officials, agents, partners, employees, and volunteers. Any insurance or self-insurance maintained or expired by the Owner, its officers, officials, agents, partners, employees, volunteers, or shall be excess of the Firm's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed, except after thirty (30) days' [ten (10) days for non-payment of premium] prior written notice by certified mail, return receipt requested, has been given to the Owner.
4. Maintenance of the proper insurance for the duration of the contract is a material element of the contract. Material changes in the required coverage or cancellation of the coverage shall constitute a material breach of the contract.
5. Course of construction policies shall contain the following provisions:
 - a. The King County Housing Authority shall be named as loss payee.
 - b. The insurer shall waive all rights of subrogation against the Owner and the Property Manager, its officers, officials, employees and volunteers.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII. Bidders must provide written verification of their insurer's rating.

Verification of Coverage

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Firm shall furnish the Owner with original certificates and amendatory **endorsements** effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Owner before work commences in sufficient time to permit firm to remedy any deficiencies. The Owner reserves the right to require complete, certified copies of all required insurance policies or pertinent parts thereof, including endorsements affecting the coverage required by these specifications at any time.

Subfirms

Firm shall include all Subfirms as insureds under its policies or shall obtain separate certificates for each Subfirm before Subfirms' work begins. Firm shall be responsible for subfirm complying with such requirement, and failure to confirm compliance shall constitute breach of contract by the Firm. All coverages for Subfirms shall be subject to all of the requirements stated herein.

L. SUBCONTRACTORS

Any subcontractor shall include contractor as Additional Insured under its policies. Contractor shall be responsible for subcontractor complying with such requirement, and failure to confirm compliance shall constitute breach of contract by the Contractor. All coverage for subcontractors shall be subject to all the requirements stated herein.

M. FAIR HOUSING

Subject: Accessibility Notice: Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Architectural Barriers Act of 1968 and the Fair Housing Act of 1988.

Purpose: The purpose of this Notice is to remind recipients of Federal funds (in this instance, the Public Housing Authority) of their obligation to comply with pertinent laws and implementing regulations which provide for non-discrimination and accessibility in Federally funded housing and non-housing programs for people with disabilities.

Notifications: Public housing agencies (PHAs) and other recipients of Federal PIH funds are responsible for providing this Notice to all **current** and **future** contractors participating in covered programs/activities or performing work covered under the above subject legislation and implementing regulations.

To read the full text of the Notice: Go to <http://www.kcha.org>, click on "Doing Business with the King County Housing Authority" and then click on and read "**Fair Housing/Accessibility Notice.**"

N. COOPERATIVE PURCHASE:

This bid and contract may be anticipated for use by other government agencies. The host agency of this bid and contract has entered into intergovernmental (Interlocal) purchasing agreements pursuant to RCW 39.34 with other government agencies. Interlocal purchasing agreements allow either party to make purchases at the other party's accepted bid price. By submitting an Offer, the Consultant agrees to make the same bid terms and price, exclusive of freight and transportation fees, available to other such governmental agencies. The host agency will in no way whatsoever incur any liability in relation to specifications, delivery, payment, or any other aspect of purchases by such agencies.

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EXHIBIT A – SCOPE OF WORK**

SCOPE OF WORK TO BE PERFORMED BY AGENCY:

The Agency shall perform the following activities in the implementation of the Meal Program at Harrison House. There are a total of 94 households at Harrison house and the meal program is estimated to serve between 20 and 60 individuals.

Description of Services	Levels of Services/Qualifications
<p>1. The provision of choice of one meal 5 days per week serving between 20 and 60 residents at Harrison House.</p>	<ul style="list-style-type: none"> • On site meal service scheduled between 4:30 and 5:30 pm or pre-made meal delivery scheduled during regular business hours, M – F 8am to 4:30pm, and excluding holidays. • The documentation of the total number of residents and meal service shall be provided to the Housing Authority on a monthly basis with the monthly invoicing.
<p>2. The provision of a meal service and a suitable varied menu well suited to the needs and interests of Harrison House residents.</p>	<ul style="list-style-type: none"> • The provision of a menu cycle no shorter than four (4) weeks. • The provision of one entrée menu item and side suitable for residents with dietary restrictions, including residents who are diabetic or who require low sodium, low sugar food items and accommodate other dietary restrictions (utilizes evidence-based nutritional guidelines). • May also include desserts and salad. • Meet quarterly with Housing Authority staff to discuss and evaluate the meal service program and make appropriate and mutually agreeable modifications. • Meal service/delivery must be fully accessible to the estimated 30 to 40 percent of residents who may use wheelchairs, walkers, canes, scooters and/or may have difficulty with the cafeteria-style service at Harrison House.
<p>3. The provision of a menu well suited to the nutritional requirements of older adults in a safe and sanitary environment.</p>	<ul style="list-style-type: none"> • Preparation and service of food must comply with all appropriate food safety and public health standards relevant to the Harrison House meal service program and respondent must, at its cost, obtain any and all licenses or permits necessary for the food service operation. • The meal program must meet at least one-third of the recommendation daily allowance for adults as established by the USDA (see My Plate at https://www.myplate.gov/life-stages/older-adults and the Dietary Guidelines for Americans at https://www.dietaryguidelines.gov/sites/default/files/2020-12/Dietary_Guidelines_for_Americans_2020-2025.pdf . • The provision of more than one (1) entrée for residents to select from at each meal, including at least one (1) low fat, (1) low sodium or (1) vegetarian entrée alternative per meal.

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EXHIBIT B-1 - FEE AND BUDGET SCHEDULE**

Bidder: _____
 Contact: _____ Phone: _____
 Address: _____ Email: _____

WMBE (*This is for informational purposes only*).
 Is your Company a woman and/or minority owned business? Yes No

Program Budget

Description	Price/unit	# of Units	Total
PERSONNEL (Salaries and Benefits)			
Position 1			
Position 2			
Position 3			
PERSONNEL SUBTOTAL			
ADMINISTRATIVE SUPORT (please insert line item description)			
1.			
2.			
3.			
ADMIN. SUPPORT SUBTOTAL			
PROFESSIONAL FEES (please insert line item description)			
1.			
2.			
3.			
PROF. FEES SUBTOTAL			
NON-PERSONNEL (please insert line item description)			
1.			
2.			
3.			
4.			
NON-PERSONNEL SUBTOTAL			
EQUIPMENT/FURNITURE (please insert line item description)			
1.			
2.			
3.			
EQUIP/FURNITURE SUBTOTAL			
TRAVEL/TRAINING			
1. Training			
2. Travel/Local Mileage			
TRAVEL/TRAINING SUBTOTAL			
MISC/OTHER			
1.			
2.			
3.			
MISC SUBTOTAL			
PROGRAM TOTAL			

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EXHIBIT B-2 – BUDGET NARRATIVE**

Describe total cost per meal and total number of meals budget is based on. Please include any factors that could influence the cost per meal.

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EXHIBIT C – EQUAL OPPORTUNITY CLAUSE**

RETURN WITH PROPOSAL

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

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, citizenship status, creed, age, marital status, physical or mental disability, sexual orientation, political ideology, or status as a Vietnam era or specially disabled veteran. The Contractor will take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to the aforementioned conditions. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to the aforementioned conditions of paragraph 1. above.
3. The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Department's Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the Contractor's non-compliance with the non-discrimination clauses of the Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government Contracts, in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rules, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulation, or order of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

By: _____ Title: _____
(Please Print)

Signature: _____ Date: _____

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EXHIBIT D-1 – SECTION 3 CLAUSE
HARRISON HOUSE MEAL PROGRAM**

SECTION 3 CLAUSE

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3) as implemented by HUD under 24 CFR Part 75 (collectively, the “Section 3 Regulations”). 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, including persons who are recipients of HUD assistance for housing, with preference for both targeted workers living in the service area or neighborhood of the Development and YouthBuild participants.
- B. The parties to this contract agree to comply with Section 3 Regulations. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual obligation or other impediment that would prevent them from complying with Section 3 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 Section 3 Regulations, 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 Section 3 Regulations. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of Section 3 Regulations.
- 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 Section 3 Regulations require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under Section 3 Regulations.
- F. Noncompliance with HUD's Section 3 Regulations may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. Section 3 Employment and Training. Without limiting Contractor’s obligation to comply with Section 3 Regulations, the Contractor specifically agrees to use best efforts to provide employment and training opportunities to Section 3 workers in the following order of priority:

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EXHIBIT D-1 – SECTION 3 CLAUSE
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1. To residents of the KCHA development where the work is being performed;
 2. To residents of other KCHA developments or for residents of Section 8–assisted housing managed by KCHA;
 3. To participants in YouthBuild programs; and
 4. To low- and very low-income persons residing within the Puget Sound Region.
- H. Section 3 Contracting. Without limiting Contractor’s obligation to comply with Section 3 Regulations, Contractor specifically agrees to use best efforts to award contracts and subcontracts to business concerns that provide economic opportunities to Section 3 workers in the following order of priority:
1. To Section 3 business concerns that provide economic opportunities for KCHA residents of the development where the work is being performed;
 2. To Section 3 business concerns that provide economic opportunities for KCHA residents of other KCHA developments or Section–8 assisted housing managed by KCHA;
 3. To YouthBuild programs; and
 4. To Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the Puget Sound Region.

**REQUEST FOR PROPOSALS
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EXHIBIT D-2 – SECTION 3 BUSINESS CERTIFICATION & SUBCONTRACTOR
WORK PLAN**

**SECTION 3 – BUSINESS CERTIFICATION
RETURN FORM SINGLE SIDED**

THIS FORM MUST BE SIGNED AND RETURNED

Project Name: _____

Company Name: _____

Address: _____

Contact Name: _____ Contact Title: _____

Contact Phone: _____ Contact Email: _____

Type of Trade or Business: _____

Current Number of Regular, Full Time Employees (Puget Sound Region): _____

1. Have over **75 percent** of the labor hours performed for your business over the prior three-month period been performed by Section 3 workers?

Yes No **If “yes” is checked, submit the section 3 Individual Certification form(s) for all the regular, full time employees (Puget Sound Region).**

2. Is your company a HUD YouthBuild Program?

Yes No **If “yes” is checked, please provide supporting documentation.**

3. Is **51% or more** of your business owned and controlled by low- or very low-income persons (persons who earn 80% or less of the median income level for the past 12 months - see attached income guidelines)?

Yes No **If “yes” is checked, submit either the section 3 Individual Certification form(s) or the Section 3 Subcontractor Business Work Plan form.**

4. Does your business provide economic opportunities for KCHA residents at the site(s) where the work will take place?

Yes No **If “yes” is checked, please provide supporting documentation.**

5. Does your business provide economic opportunities for residents of other KCHA developments or Section-8 assisted housing managed by KCHA?

Yes No **If “yes” is checked, please provide supporting documentation.**

6. Does your business provide economic opportunities to Section 3 workers residing within the metropolitan area (Puget Sound Region)?

**REQUEST FOR PROPOSALS
HARRISON HOUSE MEAL PROGRAM
EXHIBIT D-2 – SECTION 3 BUSINESS CERTIFICATION & SUBCONTRACTOR
WORK PLAN**

Yes No If “yes” is checked, please provide supporting documentation.

I certify, under penalty of perjury, that my company **Is** **Is Not a Section 3 Business.**

I further certify that, **if my company is awarded the bid, and needs to hire additional employees for the project**, we will carry out Section 3 hiring, training and subcontracting requirements to the best of our ability.

Signature	Name
Title	Date
Phone Number	Email Address

If you have more specific questions about Section 3 requirements, contact KCHA by email at Section3@kcha.org.

SECTION 3 – 2021 INCOME GUIDELINES

Location	Bremerton Silverdale (Kitsap County)		Seattle, Bellevue Everett (King/Snohomish Counties)		Tacoma (Pierce County)		Sedro Woolley (Skagit County)	
Income Limit 1 Person	Very low income	≤\$32,950	Very low income	≤\$40,500	Very low income	≤\$31,800	Very low income	≤\$28,850
	Low income	\$32,951 to \$52,750	Low income	\$40,501 to \$63,350	Low income	\$31,801 to \$50,900	Low income	\$28,851 to \$46,100

**REQUEST FOR PROPOSALS
HARRISON HOUSE MEAL PROGRAM
EXHIBIT D-2 – SECTION 3 BUSINESS CERTIFICATION & SUBCONTRACTOR
WORK PLAN**

**SECTION 3 – SUBCONTRACTOR WORK PLAN
RETURN FORM SINGLE SIDED**

RETURN THIS FORM WITH THE BID ***IF:***
CLAIMING **YES** TO QUESTION **4** or **5** on the SECTION 3 BUSINESS CERTIFICATION FORM

Project Name: _____
 Company Name: _____
 Address: _____
 Contact Name: _____ Contact Title: _____
 Contact Phone: _____ Contact Email: _____

SECTION 3 BUSINESS CONCERN			SUBCONTRACTED TASK(S)	SUBCONTRACT AMOUNT	% OF OVERALL CONTRACT
1.	Subcontractor's Name:				
	Subcontractor's Address:				
	Subcontractor's Phone No.:				
2.	Subcontractor's Name:				
	Subcontractor's Address:				
	Subcontractor's Phone No.:				
3.	Subcontractor's Name:				
	Subcontractor's Address:				
	Subcontractor's Phone No.:				
4.	Subcontractor's Name:				
	Subcontractor's Address:				
	Subcontractor's Phone No.:				

TOTAL CONTRACT VALUE: _____ **TOTAL SUBCONTRACT VALUE:** _____

PERCENTAGE OF TOTAL BID: _____

For a list of Section 3 Certified Businesses, please go to:
<https://portalapps.hud.gov/Sec3BusReg/BRegistry/SearchBusiness>

**REQUEST FOR PROPOSALS
HARRISON HOUSE MEAL PROGRAM
EXHIBIT D-3 – SECTION 3 INDIVIDUAL CERTIFICATION FORM**

**SECTION 3 – INDIVIDUAL CERTIFICATION FORM
RETURN FORM SINGLE SIDED**

Section 3 of the Housing and Urban Development (HUD) Act of 1968, as amended, requires that Housing Authorities and agencies receiving HUD funding, to the greatest extent feasible, provide economic opportunities to low-income persons. **Information provided on this form shall remain confidential and be used for reporting purposes only. Print all information**

NAME: _____

ADDRESS: _____

EMAIL ADDRESS: _____ PHONE NUMBER: _____

HIRE DATE: _____ POSITION TITLE: _____

EMPLOYER / COMPANY NAME: _____

PROJECT NAME: _____

1. I am a resident in a KCHA Property. Yes No
(If “Yes”, please list the name of the property and skip to Question 4)

Property Name: _____

2. I am currently in KCHA’s Section 8 Program. Yes No
(If “Yes”, skip to Question 4)

3. I am currently a participant in a HUD YouthBuild Program. Yes No
(If “Yes”, skip to Question 5)

4. Based on the chart below:

a. The Region / Area I live in is _____

b. My total income level for the past 12 months was at – or below the amount identified on the table below: _____

Location	Bremerton Silverdale (Kitsap County)		Seattle, Bellevue Everett (King/Snohomish Counties)		Tacoma (Pierce County)		Sedro Woolley (Skagit County)	
	Income Limit 1 Person	Very low income	≤\$32,950	Very low income	≤\$40,500	Very low income	≤\$31,800	Very low income
	Low income	\$32,951 to \$52,750	Low income	\$40,501 to \$63,350	Low income	\$31,801 to \$50,900	Low income	\$28,851 to \$46,100

**REQUEST FOR PROPOSALS
HARRISON HOUSE MEAL PROGRAM
EXHIBIT D-3 – SECTION 3 INDIVIDUAL CERTIFICATION FORM**

- | | | |
|--|-----|----|
| 5. I work for a Section 3 business concern
(If “Yes”, skip Question 6) | Yes | No |
| 6. In the past five years, I have been a resident of public housing or Section 8 assisted housing managed by KCHA; a resident of other public housing projects or Section 8 assisted housing, or a YouthBuild participant. | Yes | No |

I hereby certify under the **penalty of perjury** that the information above is true and correct and my total income, for the last **12 months**, has been at or below the income limits designated above.

Signature

Date

If submitting for a new hire, attach completed forms to Labor Hours Benchmark Status Report and submit to project manager. If submitting for Section 3 business qualification, attach to Section 3 Business Certification Form.

**REQUEST FOR PROPOSALS
HARRISON HOUSE MEAL PROGRAM
EXHIBIT D-3 – SECTION 3 INDIVIDUAL CERTIFICATION FORM**

**SECTION 3 – INDIVIDUAL CERTIFICATION FORM FAQ's
RETURN FORM SINGLE SIDED**

- Question:** What is this form?
Answer: This form is a Section 3 Certification Form that will be used to determine if an individual is a Section 3 worker as defined by HUD 24 CFR 75 and the KCHA.
- Question:** Who fills out this form?
Answer: Any individual who is paid in full or part with HUD funds. (If unsure if position is HUD funded, please contact Contract administrator.)
- Question:** What will this form be used for?
Answer: This form will be used for the purpose of determining Section 3 eligibility and for statistical purposes.
- Question:** Who collects this form and where does it go?
Answer: Any employer or contractor that has a contract with the KCHA that is HUD funded will collect this data from any employee who was employed within the last five years. Once the data is collected the original copy will come to KCHA.
- Question:** Who is a KCHA Resident?
Answer: Someone who lives in a KCHA Housing Development whose name is listed on a current lease.
- Question:** How long should I go back to calculate my income?
Answer: Individuals should calculate back 12 months from their date of hire.
- Question:** What if I don't live in King County?
Answer: Individuals who do not reside in King County may still be eligible to be certified by KCHA as a Section 3 resident.

If you have more specific questions, please contact KCHA at Section3@kcha.org.

**REQUEST FOR PROPOSALS
HARRISON HOUSE MEAL PROGRAM
EXHIBIT H-4 - SECTION 3 LABOR HOURS**

SECTION 3 - LABOR HOURS BENCHMARK STATUS REPORT

- (1) COMPANY NAME: _____
- (2) CONTACT PERSON: _____
- (3) CONTACT PHONE NO. & EMAIL: _____
- (4) PROJECT NAME: _____
- (5) CONTRACT NO: _____ (6) CONTRACT AWARD DATE: _____

SECTION 3 LABOR HOUR BENCHMARKS

- (7) REPORTING PERIOD: FROM: _____ TO: _____
- (8) AGGREGATE LABOR HOURS PERFORMED BY **ALL** WORKERS ON PROJECT DURING REPORTING PERIOD: _____
- (9) AGGREGATE LABOR HOURS PERFORMED BY SECTION 3 WORKERS ON PROJECT DURING REPORTING PERIOD: _____
- AGGREGATE LABOR HOURS PERFORMED BY TARGETED SECTION 3 WORKERS ON PROJECT DURING REPORTING PERIOD: _____

I certify that the information in this report is true and correct to the best of my knowledge:

SIGNATURE

TITLE

PRINT NAME

DATE

To be completed by KCHA staff
RECEIVED BY:

SIGNATURE

TITLE

PRINT NAME

DATE

**REQUEST FOR PROPOSALS
HARRISON HOUSE MEAL PROGRAM
EXHIBIT H-4 - SECTION 3 LABOR HOURS**

SECTION 3 - LABOR HOURS BENCHMARK STATUS REPORT - INSTRUCTIONS

Complete the Labor Hours Benchmark Status Report as indicated below and return the completed form along with the pay application(s) for the same period.

Return the Labor Hours Benchmark Status Report and pay application to:

King County Housing Authority
Attn: Todd Haskins
700 Andover Park West
Tukwila, WA 98188

- (1) Company Name
- (2) Name of Person filling out the Labor Hours Benchmark Status Report
- (3) Phone number and email address of the person filling out the Labor Hours Benchmark Status Report
- (4) Name of the project as it appears on the contract
- (5) Contract Number
- (6) Contract Award date (date of LOA)
- (7) Reporting period - should be the same as the pay application period
- (8) Total hours worked by all workers on the project - includes Section 3 workers and Targeted Section 3 workers, during the reporting period
- (9) Total hours worked on the project by Section 3 workers during the reporting period
- (10) Total hours worked on the project by Targeted Section 3 workers during the reporting period

**REQUEST FOR PROPOSALS
HARRISON HOUSE MEAL PROGRAM
EXHIBIT H-5 – SECTION 3 SUPPLEMENTAL INSTRUCTIONS TO BIDDERS**

SECTION 3 – SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

LOCAL RESIDENT HIRING AND CONTRACTING (SECTION 3) REQUIREMENTS:

The Owner’s or King County Housing Authority’s (KCHA) goal for this project is to participate in Section 3 activities by including efforts that will provide employment opportunities to Section 3 workers and contracting opportunities to Section 3 businesses. (Section 3 workers and Section 3 Businesses are defined below and in 24 CFR 75.)

The Contractor and its Subcontractors at all tiers for this specific contract will partner with the Owner to contribute to the Owner’s overall “Section 3” goals, as described below.

Because local hiring and contracting requirements are defined under Section 3 of the Housing and Community Development Act of 1968, these requirements are commonly referred to as Section 3. The definitions and goals are defined in Sections A and B below. Section C describes the process. Section D discusses consequences of non-compliance with Section 3 goals and Section E describes some local hiring resources. For more information on the Owner’s employment and training efforts, or compliance with Section 3, please contact: KCHA by email at Section3@kcha.org.

A. Section 3 Definitions

For the purposes of this solicitation:

1. “Section 3 worker” means any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:
 - a. The worker's income for the previous or annualized calendar year is below the income limit established by HUD. (See Pg. 4 of this section for HUD income limits)
 - b. The worker is employed by a Section 3 business concern.
 - c. The worker is a YouthBuild participant.
2. “Targeted Section 3 worker” means a Section 3 worker who is:
 - a. A worker employed by a Section 3 business concern; or
 - b. A worker who currently fits or when hired fit at least one of the following categories, as documented within the past five years:
 - i. A resident of public housing or Section 8–assisted housing;
 - ii. A resident of other public housing projects or Section 8–assisted housing managed by the PHA that is providing the assistance; or
 - iii. A YouthBuild participant.
3. “Business concern” means a business entity formed in accordance with State law, and which is licensed under State, county, or municipal law to engage in the type of business activity for which it was formed.
4. “Section 3 business concern” means a business concern meeting at least one of the following criteria, documented within the last six-month period:
 - a. It is at least 51 percent owned and controlled by low- or very low-income persons;
 - b. Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
 - c. It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8–assisted housing.
5. The greatest extent feasible means:
 - a. Completing and submitting a Section 3 Work Plan to designated Owner staff prior to

REQUEST FOR PROPOSALS
HARRISON HOUSE MEAL PROGRAM
EXHIBIT H-5 – SECTION 3 SUPPLEMENTAL INSTRUCTIONS TO BIDDERS
contract signing (template to be provided by the Owner).

- b. If contracting with Section 3 business concerns:
 - i. Placing qualified business enterprises on solicitation lists.
 - ii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation of qualified Section 3 businesses.
 - iii. Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce and State and local governmental small business agencies to identify potential Section 3 businesses.
 - iv. Ensuring that small and minority businesses and women’s business enterprises are solicited whenever they are potential sources.
- c. If hiring Section 3 workers:
 - i. Post job opportunities for a mutually agreed upon length of time through the Owner’s employment agency service partners and at project site as appropriate.
 - ii. Conduct interviews with qualified Section 3 workers.
 - iii. Notify designated Owner (KCHA) staff of all new hires.
- d. For both: Complete Section 3 compliance and tracking paperwork as necessary.

B. Section 3 Goals

The Owner will require, to the greatest extent feasible, for the Contractor to demonstrate participation in the local hiring and contracting requirements as defined under Section 3 of the Housing and Community Development Act of 1968.

- 1. Bidders shall demonstrate compliance with the Section 3 goals by making a best faith effort to achieve the following benchmarks:
 - a. Twenty-five (25) percent or more of the total number of labor hours worked by all workers are Section 3 workers; and
 - b. Five (5) percent or more of the total number of labor hours worked by all workers are Targeted Section 3 workers.
- 2. The successful bidder and covered subcontractors shall direct their efforts to provide Section 3 employment opportunities to Section 3 workers in the following order of priority:
 - a. First Priority: Current residents of KCHA development(s) benefitting from project.
 - b. Second Priority: Other Owner public housing and Section 8 voucher- assisted residents.
 - c. Third Priority: Participants in HUD Youthbuild programs.
 - d. Fourth Priority: Other low or very low income individuals in the Housing Authorities metropolitan area (Puget Sound region) who are at or below the Area’s Low Income calculation.
- 3. The Contractor and covered subcontractors shall direct their efforts to award contracts to Section 3 business concerns in the following order of priority:
 - a. First Priority: To Section 3 business concern that provides economic opportunities for KCHA residents at the site(s) where the work will take place.
 - b. Second Priority: To Section 3 business concerns that provide economic opportunities for residents of other KCHA developments or Section–8 assisted housing managed by KCHA.
 - c. Third Priority: A subcontractor that is a HUD Youthbuild company.
 - d. Fourth Priority: To Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (Puget Sound).

4. Sealed Bidding

In order for KCHA to meet or exceed its adopted goal that 3% of all non-construction contracts and 10% of construction contracts paid in whole or in part with HUD funds be awarded to

**REQUEST FOR PROPOSALS
HARRISON HOUSE MEAL PROGRAM
EXHIBIT H-5 – SECTION 3 SUPPLEMENTAL INSTRUCTIONS TO BIDDERS**

Section 3 businesses, KCHA may elect, on a contract-by-contract basis, to award a competitively bid contract to a responsible bidder other than the lowest responsive bidder by using the following procedure:

Bids shall be solicited from both Section 3 and non-Section 3 business concerns. KCHA may award the contract to the qualified Section 3 business concern with the highest priority ranking and with the lowest responsive bid if:

- a. the specific project or KCHA as an agency is otherwise not expected to meet Section 3 utilization goals; and,
- b. the bid is within the maximum total contract price established in KCHA's budget for the specific project for which bids are being taken; and,
- c. the sources of funds for the project are such that there are no conflicts between this procedure and applicable state law; and,
- d. the bid is not more than five percent (5%) higher than the total bid price for the lowest responsive bid from any responsible, bidder.

If no responsive bid by a Section 3 business concern meets the requirements above, the contract shall be awarded to a responsible bidder with the lowest responsive bid.

C. The Process

1. Contract is awarded to lowest responsible Bidder.
2. Section 3 orientation with Owner. Once the Notice of Intent to Award has been issued to the successful Bidder, Owner's staff will contact that Bidder and arrange for a meeting to discuss local hiring and contracting goals and strategies in greater detail. At this meeting, the Contractor will be provided a packet that will include a Section 3 overview, Section 3 certification form, and all Section 3 compliance and tracking forms that will be used throughout the contract.
3. Contractor reports on Section 3 activities monthly.

FOR CONTRACTS EXCEEDING \$500K ONLY:

4. Contractor submits Section 3 Work Plan, including hiring and subcontracting activities, prior to contract execution. Owner reviews and approves work plan prior to contract execution. Section 3 Work Plan shall be included in contract. Owner issues Notice to Proceed, providing all requirements are met.
5. Section 3 Work Plan implemented throughout the duration of contract.

D. Penalties for Non-compliance

Owner's commitment to this program is reflected in part by the cost of administering the program. Failure to make a good faith effort to the greatest extent feasible negates such funding and impairs the Owner's efforts to promote workforce diversity and to provide fair and equal opportunities to the public as a whole as a result of the expenditure of public funds. Therefore, if awarded this contract, the parties will mutually agree that failure to meet the requirements, including but not limited to the submission of required documentation, constitutes a material breach of contract. In the event of such breach, Owner may take any or all of the actions as contained in the Contract Documents.

E. Local Hiring Resources:

Contact KCHA by email at Section3@kcha.org to obtain a list of local hiring resources.

**REQUEST FOR PROPOSALS
HARRISON HOUSE MEAL PROGRAM
EXHIBIT H-5 – SECTION 3 SUPPLEMENTAL INSTRUCTIONS TO BIDDERS**

SECTION 3 – 2021 INCOME GUIDELINES

Location	Bremerton Silverdale (Kitsap County)		Seattle, Bellevue Everett (King/Snohomish Counties)		Tacoma (Pierce County)		Sedro Woolley (Skagit County)	
Income Limit 1 Person	Very low income	≤\$32,950	Very low income	≤\$40,500	Very low income	≤\$31,800	Very low income	≤\$28,850
	Low income	\$32,951 to \$52,750	Low income	\$40,501 to \$63,350	Low income	\$31,801 to \$50,900	Low income	\$28,851 to \$46,100

**REQUEST FOR PROPOSALS
HARRISON HOUSE MEAL PROGRAM
EXHIBIT D-6 – SECTION 3 EVALUATION CRITERIA**

Section 3 Evaluation Criteria

Section 3 Business qualifications for points awarded, see below.

Your business may or may not qualify for *only one* of the categories below. The points assigned for each category will not be changed by the scoring committee. In order to receive Section 3 points, your business must complete the KCHA Section 3 certification process and receive certification from KCHA.

Certification is recommended prior to the submission of an application/bid. Failing to do so may result in not receiving Section 3 points during the bid evaluation process. To get certified, please contact KCHA’s Section 3 Coordinator (see below).

<p>Section 3 business—Category I 1) 51% or more owned by residents of the housing development or developments for which the Section 3 covered assistance is expended; or 2) Whose full-time, permanent workforce includes 30% of such residents as employees.</p>	15%
<p>Section 3 business—Category II 1) 51% or more owned by residents of other housing developments or developments managed by the housing authority that is expending the Section 3 covered funding; or 2) Whose full-time, permanent workforce includes 30% such residents as Employees.</p>	12%
<p>Section 3 business---Category III HUD Youthbuild programs being carried out in the metropolitan area or non-metropolitan county in which the Section 3 covered funding is expended.</p>	9%
<p>Section 3 business—Category IV 1) 51% or more owned by Section 3 residents, or whose full-time, permanent workforce includes no less than 30% Section 3 residents; or 2)) Subcontracts in excess of 25% of the total amount of subcontracts to Category 1 or Category 2 businesses.</p>	6%
<p>Section 3 business—Category V 1) Subcontracts in excess of 25% of the total amount of subcontracts to Category 3 or Category 4 businesses.</p>	3%

If you have further questions on Section 3 requirements, please contact KCHA at Section3@kcha.org.

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

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

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

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

(1) Is the person in the bidder's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

_____ [insert full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

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

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

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

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

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

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

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

(1) [] has, [] has not employed or retained any person or company to solicit or obtain this contract; and

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

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

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

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

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

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

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

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

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

5. Bidder's Certification of Eligibility

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

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

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

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

6. Minimum Bid Acceptance Period

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

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

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

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

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

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

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

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

(a) [] is, [] is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) [] is, [] is not a women-owned business enterprise. "Women-owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) [] is, [] is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- [] Black Americans [] Asian Pacific Americans
- [] Hispanic Americans [] Asian Indian Americans
- [] Native Americans [] Hasidic Jewish Americans

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

The bidder represents and certifies that it:

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

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

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

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

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

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

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

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

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

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

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

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

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

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

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

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

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

The bidder certifies that:

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

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

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

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

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

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

13. Bidder's Signature

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

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)

Instructions to Offerors Non-Construction

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



- 03291 -

1. Preparation of Offers

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

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

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

2. Submission of Offers

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

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

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

3. Amendments to Solicitations

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

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

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

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

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

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

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

6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

7. Contract Award

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

(b) The HA may

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

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

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

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

8. Service of Protest

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

9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]

General Contract Conditions Non-Construction

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

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

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

1. Definitions

The following definitions are applicable to this contract:

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

2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a proposal submitted before final payment of the contract.
- (d) Failure to agree to any adjustment shall be a dispute under clause **Disputes**, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

3. Disputes

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

(d) Provided the Contractor has (1) given the notice within the time stated in paragraph (c) above, and (2) excepted its claim relating to such decision from the final release, and (3) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.

(e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

4. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (1) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(2) above, and compensation be determined in accordance with the **Changes** clause; (2) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; and (3) withhold any payments to the Contractor, for the purpose of set-off or partial payment, as the case may be, of amounts owed the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled **Disputes** herein.

5. Assignment of Contract

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

6. Certificate and Release

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

7. Examination and Retention of Contractor's Records

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

(b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.

(c) The periods of access and examination in paragraphs (a) and (b) above for records relating to (1) appeals under the clause titled **Disputes**, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

8. Organizational Conflicts of Interest

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

- (1) Award of the contract may result in an unfair competitive advantage; or
- (2) The Contractor's objectivity in performing the contract work may be impaired.

(b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.

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

(d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

9. Inspection and Acceptance

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

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

(b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.

(c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

10. Rights in Data (Ownership and Proprietary Interest).

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

11. Interest of Members of Congress

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

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

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

13. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b). Prohibition.

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

of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (2) The prohibition does not apply as follows:
 - (i) Agency and legislative liaison by Own Employees.
 - (A) The prohibition on the use of appropriated funds, in paragraph (1) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

- (B) For purposes of paragraph (b)(2)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

- (C) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

- (1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,
- (2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

- (D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

- (1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;
- (2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and
- (3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

- (E) Only those activities expressly authorized by subdivision (b)(2)(i)(A) of this clause are permitted under this clause.

- (ii) Professional and technical services.

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

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

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

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

(D) Only those services expressly authorized by subdivisions (b)(2)(ii)(A)(1) and (2) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

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

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

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

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

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

14. Equal Employment Opportunity

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

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

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

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

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

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

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

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

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

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

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

15. Dissemination or Disclosure of Information

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

16. Contractor's Status

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

17. Other Contractors

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

18. Liens

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

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

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

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

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

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

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