

RFP 26-392-OPER Legal Services (As-Needed) Pueblo, Colorado

RFP INFORMATION AT A GLANCE

HACP CONTACT:

Jessica Valdez, Director of Procurement/Contract Compliance

PH: 719-586-8977

jessica.valdez@hapueblo.org

Housing Authority of the City of Pueblo

201 S. Victoria St.

Pueblo, CO 81003

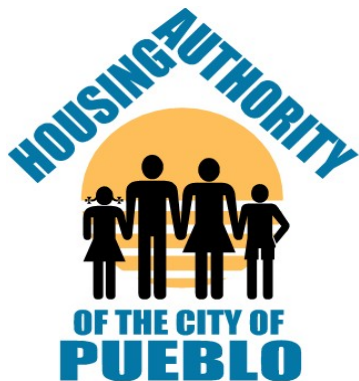
RFP DOCUMENT QUESTIONS:

Due no later than: **July 1, 2026, 4:30 p.m. (MST)**

All questions must be submitted in writing via mail or email.

RFP SUBMISSION DEADLINE:

Due no later than: **July 9, 2026, 4:30 p.m. (MST)**



201 S. VICTORIA / PUEBLO, COLORADO / (719) 586-8977

June 12, 2026

Table of Contents

I. Notice.....	pg. 3
II. Agency Background & Compliance Requirements	pg. 3
III. Overview of Service Requested.....	pg. 4
IV. Scope of Legal Services.....	pg. 4
V. Proposal Submission Requirements & Format	pg. 9
VI. Evaluation Criteria.....	pg. 10
VII. Selection Process.....	pg. 11
VIII. Contract Requirements.....	pg. 11
IX. General Information.....	pg. 13
FORMS:	
A. Form 1 – Form of Proposal.....	pg. 14
B. Form 2 – Profile of Firm Form.....	pg. 15-16
C. Form 3 – Proposed Fees Form	pg. 17-18
D. Form 4 – Form of Acknowledgement.....	pg. 19
E. Form 5 – Form of Non-Collusive Affidavit	pg. 20
F. Additional HUD Forms –	
1. HUD 5369-B Instructions to Offerors Non-Construction	
2. HUD 5370 -C General Conditions for Non-Construction	

NOTICE AND INTRODUCTION

I. NOTICE

- A. The Housing Authority of the City of Pueblo (HACP) is seeking proposals from qualified and licensed legal counsel to provide professional **LEGAL SERVICES** on an as-needed basis in support of various programs operated by the HACP.

It is anticipated that the HACP will award a contract to perform these services for a period of **two (2) years**, with an option to extend the service agreement. Any extensions shall be exercised at the sole discretion of the HACP, based on satisfactory performance, continued need, and the reasonableness of pricing.

At the time of proposal opening, each bidder shall certify to have read and are thoroughly familiar with the entire bid package. Failure or omission of any bidder to examine in any form, instrument, or document shall in no way relieve any bidder from their obligation in respect to the bid.

- B. To request a copy of the proposal package electronically, please contact Jessica Valdez at Jessica.valdez@hapueblo.org or by calling (719) 586-8977. When requesting the RFP via email, please include your company name, contact person, phone, address, and email.

LEGAL SERVICES (As-Needed)
HOUSING AUTHORITY OF THE CITY OF PUEBLO
ATTN: Jessica Valdez, Director of Procurement/Contract Compliance
201 S. Victoria
Pueblo, CO 81003

II. AGENCY BACKGROUND & COMPLIANCE REQUIREMENTS

The Housing Authority of the City of Pueblo, CO (HACP)

HACP was established in 1953 as a quasi-governmental agency under the United States Federal Housing Act of 1937, with the mission of providing public housing and rental assistance to low-income families and individuals. The agency is required to adhere to federal regulations related to rental assistance, as well as the Fair Housing Act of 1988, which prohibits discrimination based on race, color, or national origin.

HACP's Housing and Rental Assistance Programs

HACP owns and operates several public and non-public housing facilities, including senior and multi-family developments funded by a variety of public and private sources. The agency has successfully completed Phase 3 of its Rental Assistance Demonstration (RAD) conversion of the Sangre de Cristo Apartments. Additionally, HACP administers a Section 8 Housing Choice Voucher Program serving thousands of households across Pueblo County.

Compliance with Federal Laws and Regulations and Applicable CFR Requirements

All projects and activities funded under this agreement must comply with federal laws and regulations, including but not limited to:

Section 504 of the Rehabilitation Act of 1973, as implemented by 24 CFR Part 8, which prohibits discrimination on the basis of disability in federally assisted programs and activities; 2 CFR Part 200 – Uniform Administrative Requirements, cost principles, and audit requirements for Federal Awards; Fair Housing Act, as implemented by 24 CFR Part 100; 2 CFR Part 180 and 2 CFR Part 2424 – Suspension and Debarment; and all other applicable federal, state, and local laws and regulations.

Equal Opportunity Employment

HACP is an Equal Opportunity Employer and does not discriminate in its employment practices or in the provision of services. HACP does not do business with individuals or organization that engage in discrimination based on race, color, national origin, sex, religion, age, familial status, disability, marital status, ancestry, sexual orientation or gender identity.

III. OVERVIEW OF SERVICES REQUESTED

Please note that the following scope is not intended to be an all-inclusive listing of legal services that the HACP may require, but rather a representative summary of services previously needed by the Agency.

While it is the intent of this RFP to initially contract with one firm for legal services, HACP reserves the right, at its discretion, to retain or coordinate with additional legal counsel when it considers it necessary or when specialized expertise is required. In such cases, HACP intends to first consider firms that submitted proposals in response to this RFP and will only seek services from additional firms if it is determined to be in the best interest of the Agency.

IV. SCOPE OF LEGAL SERVICES

HACP is seeking proposals from qualified, licensed, insured, and bonded legal counsel to provide a broad range of professional legal services. These services are intended to support and supplement the daily operations of the HACP. Services shall include, but are not limited to, the following:

1. Public Housing, HUD, and General Counsel Experience

Considerations will include:

- a. Experience representing public housing authorities or similar governmental entities.
- b. Knowledge of HUD regulations, requirements, and guidance.
- c. Experience with the following additional services:

1. Board of Commissioners Advisory Services:

Serve as legal advisor to the HACP Board of Commissioners, including but not limited to:

- a. Review of Board meeting agendas to ensure compliance with the Colorado Open Meetings Law.

- b. Attendance at regular monthly and special Board Meetings, as requested, and providing legal advice regarding:
 - 1) Colorado Open Meetings Law requirements
 - 2) Federal, state, and local regulations governing federally subsidized housing programs
 - 3) Contractual and intergovernmental agreement obligations binding upon HACP
 - 4) Legal implications of administrative and policy decisions
 - 5) HACP policies, procedures, and bylaws
 - 6) Applicable provisions of the Code of Federal Regulations (CFR), Colorado Revised Statutes, and municipal codes
 - 7) Responses to inquiries from Commissioners and members of the public, as appropriate
2. Executive Director Advisory Services:

Serve as legal advisor to the Executive Director and/or designee, including but not limited to:

 - a. Landlord/tenant matters, including evictions, lease drafting and interpretation, and premises liability.
 - b. Fair Housing matters, including claims under the Fair Housing Act, ADA, and Section 504 of the Rehabilitation Act.
 - c. Employment and labor matters, including collective bargaining, discrimination claims, wrongful termination, employee discipline, workers' compensation, and OSHA compliance.
 - d. Construction, contracting, and procurement matters, including payment and performance bonds, change orders, owner liability, and procurement compliance issues
3. Human Resources Legal Support:

Provide legal support related to Human Resources functions, including but not limited to:

 - a. EEOC and employment-related claims
 - b. Development, interpretation, and implementation of personnel policies and procedures
 - c. Disciplinary processes
 - d. Hiring, termination, and employee classification matters
 - e. Workers' compensation
 - f. Workplace safety issues
 - g. ADA and Section 504 compliance
 - h. Federal, state, and local employment regulations
4. Operational Legal Support:

Provide legal services related to HACP operations, including but not limited to:

 - a. Fair Housing matters
 - b. Landlord/tenant issues, including evictions and court appearances when necessary

5. Housing Programs Legal Support:
Provide legal support related to HACP housing programs, including but not limited to:
 - a. Public Housing, Section 8, Section 202, Section 18, Low-Income Housing Tax Credit (LIHTC), USDA Rural Housing, and other affordable housing programs
 - b. Landlord/tenant matters as they relate to HACP program contracts and agreements

6. Development and Modernization Legal Services:
Provide legal services related to development and modernization activities, including but not limited to:
 - a. Real estate transactions
 - b. Zoning, building, and inspection codes and regulations
 - c. Court proceedings
 - d. Construction contracts
 - e. Lease agreements
 - f. Development partnerships and related contract documents

7. Contracting and Procurement Legal Support:
Provide legal services related to contracting and procurement, including but not limited to:
 - a. General and service contracts
 - b. Uniform Commercial Code matters
 - c. Risk management and liability exposure
 - d. Contract disputes and conflicts
 - e. Procurement-related policies and procedures

8. Legal Representation and General Counsel Services:
Serve as legal representative of HACP, as required, including but not limited to:
 - a. Initiation or defense of breach-of-contract actions not involving complex litigation
 - b. Coordination with HACP's insurance carriers regarding claims and defense
 - c. Oversight, coordination, or supervision of legal services provided on behalf of HACP, as directed
 - d. Representation before federal, state, and local administrative bodies, including HUD and quasi-judicial forums
 - e. Preparation and review of contracts, intergovernmental agreements, and memoranda of understanding
 - f. Review of HACP policies and procedures for legal compliance
 - g. Preparation, review, and modification of legal documents used in HACP operations, including Board resolutions, meeting minutes, leases, employment forms, and program documents
 - h. Attendance at meetings involving legal matters or entities conducting business with HACP
 - i. Risk and liability exposure analysis

- j. Legal clarification and guidance as issues arise
- k. Issuance of legal opinions, as requested
- l. Assistance in selecting and coordinating specialized legal counsel (e.g., environmental, bankruptcy, civil rights, construction law)
- m. Review and advice regarding federal and state legislation affecting HACP programs and operations

2. Landlord-Tenant Litigation & Judicial Proceedings Experience

While services may include each of the above noted areas, the HACP anticipates that judicial proceedings involving landlord-tenant matters will constitute a significant and ongoing portion of the work performed under this contract.

Representation in judicial proceedings involving landlord-tenant matters including eviction proceedings, as a critical and ongoing operational need. Proposers must demonstrate their ability and willingness to provide these services in a timely and consistent manner.

Required Services Include:

- a. Initiation and prosecution of eviction actions;
- b. Preparation and review of notices, filings, and court documents;
- c. Court appearances and representation in eviction proceedings, preferably in person for such proceedings;
- d. Coordination with HACP staff regarding case status and required documentation;
- e. Advising staff on landlord-tenant matters and applicable legal requirements.
- f. Handling related post-judgment actions, including writs of restitution, as applicable.

Proposed Requirements:

Proposers shall provide the following information:

- 1. Confirmation that the firm will provide eviction and landlord-tenant litigation services;
- 2. A description of the firm's experience representing public housing authorities, governmental entities, landlords, affordable housing providers, or property management organizations in landlord-tenant matters;
- 3. Identification of the attorneys who would be assigned to these matters and a summary of their relevant experience;
- 4. A description of the firm's approach to managing eviction caseloads and responding to urgent court-related matters;
- 5. A description of the firm's ability to provide timely representation at court hearings, mediations, and other judicial proceedings;
- 6. Examples of similar landlord-tenant representation performed within the past three (3) years; and
- 7. Identification of whether eviction and landlord-tenant litigation services are billed on an hourly basis, flat-fee basis, retainer basis, or other alternative fee arrangement.

3. Responsiveness and Service Approach

Evaluation will consider the firm's approach to providing legal services and responding to the HACP's needs.

Considerations may include but are not limited to:

- a. Understanding the HACP's legal service needs
- b. Ability to provide timely legal advice and support
- c. Communication practices and responsiveness to staff inquiries
- d. Availability for meetings, hearings, and court proceedings
- e. Proposed staffing approach and point of contact
- f. Ability to manage urgent and time-sensitive matters

The HACP places significant value on the proposer's ability to provide timely representation in court proceedings, hearings, mediations, and other judicial matters when required.

4. Qualifications of Assigned Attorneys

Evaluations will consider the qualifications, experience, and availability of the attorneys proposed to perform the work.

Considerations may include but are not limited to:

- b. Years of legal experience
- c. Relevant subject matter expertise
- d. Experience representing housing authorities or similar organizations
- e. Professional licenses, certifications, etc.
- f. Availability and accessibility of assigned attorneys

5. References and Past Performance

Evaluation will consider the firm's past performance for providing similar legal services. Provide three (3) references.

Considerations may include but are not limited to:

- a. Quality of services provided to current or former clients
- b. Client satisfaction and responsiveness
- c. Ability to meet deadlines and service expectations
- d. Results achieved in similar engagements
- e. Information obtained from references

6. Fees

Evaluation will consider the overall reasonableness and competitiveness of the proposed pricing structure.

Considerations may include:

- a. Hourly rates for attorneys and support staff
- b. Alternative fee structures, if proposed
- c. Transparency and completeness of pricing
- d. Overall value provided to the HACP
- e. Anticipated cost effectiveness over the term of the contract

Conflict of Interest Disclosure

Each proposer must disclose any actual or potential conflicts of interest and provide executed conflict-of-interest waivers, as applicable.

V. PROPOSAL SUBMISSION REQUIREMENTS & FORMAT

- A. All proposals must be received by HACP no later than the submission deadline stated herein (or as amended by addendum). Proposers are required to submit **three (3) hard copies** of the proposal, including the cover and tabbed sections, bearing original signatures and clearly marked “**ORIGINAL**”. All hard copies shall be bound.

In addition, proposers shall include **one (1) electronic copy on a flash drive**. All proposal materials must be enclosed in a sealed package and addressed to the:

Housing Authority of the City of Pueblo
Attention: Jessica Valdez, Director of Procurement
201 S. Victoria St., Pueblo, CO 81003

The package exterior must clearly denote “Legal Services (As-Needed) RFP 26-392-OPER” and must have the proposer’s name and return address. Proposals submitted after the published deadline date and time will not be accepted. Proposal submitted via Email will not be accepted or considered.

- B. Proposal Format:

Tab 1 – Form of Proposal

Attachment A must be fully completed, executed, and submitted as part of the proposal.

Please note that the HACP may consider making separate awards for each specific area of expertise and experience listed on the Form of Proposal.

Tab 2 – Profile of Firm

Attachment B must be fully completed, executed, and submitted under this tab as part of the proposal.

Tab 3 – Public Housing / HUD Experience

Evaluation will consider the proposer’s experience providing legal counsel related to housing authority operations and federally funded housing programs.

Tab 4 – General Counsel Experience

As detailed under the **Scope of Legal Services** Section IV., the proposer shall clearly describe its knowledge, experience, technical competence, and capacity to provide services in the following areas:

- Board of Commissioners Advisory Services
- Executive Director Advisory Services
- Human Resources Legal Support
- Operational Legal Support
- Housing Programs Legal Support

- Development and Modernization Legal Services
- Contracting and Procurement Legal Support
- Legal Representation and General Counsel Services

Tab 5– Landlord-Tenant Litigation & Judicial Proceedings Experience

Proposers shall address all items identified under Section IV., No. 2.

Evaluation will consider the proposer’s demonstrated experience representing public housing authorities, affordable housing providers, governmental entities, landlords, or property management organizations in landlord-tenant matters.

Tab 6 – Responsiveness & Service Approach

As described under Section IV.

Tab 7 – Qualifications of Assigned Attorneys

Evaluation will consider the qualifications, relevant experience, and availability of the attorneys proposed to perform the work.

Tab 8 – Fees & Form of Acknowledgement

Attachment C must be fully completed, executed, and submitted as part of the proposal. HACP reserves the right to negotiate all proposed fees and billing arrangements.

Proposers shall identify any significant billing practices, minimum billing increments, alternative fee arrangements, or reimbursable expenses not otherwise reflected in Attachment C.

Tab 9 – References & Past Performance

Proposers shall include any additional information they believe will assist HACP in its evaluation.

Tab 10 – Certifications and Affidavits

A signed and notarized **Non-Collusive Affidavit** must be included.

VI. EVALUATION CRITERIA

Proposals will be evaluated based on the following criteria:

	CRITERIA & DESCRIPTION	MAX POINTS
1	HUD/Public Housing Experience	20
2	Landlord-Tenant Litigation Experience	25
3	Service Approach	15
4	Qualifications of Attorney	15
4	Fees	15
5	References	10
	TOTAL POINTS AVAILABLE	100

Factors may include: Volume of eviction actions handled; experience representing housing authorities; courtroom experience; knowledge of Colorado landlord-tenant law; staffing capacity; and ability to respond quickly to urgent matters.

VII. SELECTION PROCESS

All proposals will be evaluated in accordance with the above evaluation criteria by an evaluation panel comprised of HACP staff. If deemed necessary by the evaluation panel, the top-ranked two or more proposers may be invited to participate in interviews. HACP may also request best and final offers.

Upon completion of the proposal evaluation process, the evaluation panel shall document its findings and recommendation. The HACP will issue a Notice of Award to the successful proposer upon approval of the recommendation and completion of any required internal review.

VIII. CONTRACT REQUIREMENTS

A sample contract is attached following this section. Any objections or questions to this form should be submitted in writing and will be addressed via addendum.

1. Contract Conditions

The following provisions are mandatory conditions of any contract awarded by the HACP pursuant to this RFP:

a. Assignment of Personnel

HACP reserves the right to require the removal or replacement of any personnel assigned to perform the work if HACP determines that such action is in its best interest or necessary for the successful completion of the contracted services.

b. Unauthorized Subcontracting Prohibited

The successful proposer shall not assign, transfer, subcontract, or delegate any rights or duties under the resulting contract without the prior written consent of the HACP Executive Director.

Any attempted assignment or delegation without such consent shall be considered void and may result in contract termination and/or full or partial forfeiture of funds paid, as determined by HACP.

c. Licensing and Insurance Requirements

Prior to contract award (but not required at proposal submission), the successful proposer will be required to provide the following documentation):

- 1) Evidence of current state and federal bar admission and a valid business license authorizing the provision of services within the State of Colorado;
- 2) An original certificate of workers' compensation insurance;
- 3) Evidence of professional malpractice insurance coverage;
- 4) Original certificates of liability insurance, including automobile coverage, naming HACP as an additional insured, with minimum limits of **\$1,000,000 per occurrence** and **\$5,000,000 aggregate**, and a deductible not exceeding **\$1,000**;

- 5) Evidence of professional liability insurance with minimum limits of **\$1,000,000 per occurrence** and a deductible not exceeding **\$1,000**.
- 6) A W9
- 7) Contractor Certification – Employment Eligibility Verification

d. Right to Negotiate Final Fees

HACP reserves the right to negotiate final fees with the apparent successful proposer. Proposed fees may serve as the basis for negotiations following selection authorization to proceed.

If negotiations are not successfully concluded within **five (5) business days**, as determined by HACP, HACP reserves the right to terminate negotiations and begin negotiations with the next highest-ranked proposer. HACP further reserves the right to negotiate additional or modified fees should its service needs change.

e. Billing and Payment Method

1. Indefinite Quantity / Task Order Basis

The resulting contract shall be an **Indefinite Quantity Contract (IQC)** with services issued on a task-order, as-needed basis. HACP makes no guarantee as to the quantity, frequency, minimum, or maximum amount of work that may be ordered under the contract.

2. Invoicing and Payment

To receive payment, the successful proposer shall submit **monthly invoices** itemizing services performed and dates of service. All invoices shall be paid on a **net thirty (30) day** basis and must include:

- Company name, address, and telephone number
- Invoice number
- HACP contract number
- Detailed description of services rendered by AMP or property.

f. Timely Submission of Invoices

The contractor shall submit all invoices, supporting documentation, and requests for payment within sixty (60) calendar days following completion of the work, delivery of goods, or performance of the services for which payment is requested.

Invoices submitted after sixty (60) calendar days may be denied at the sole discretion of the HACP. The HACP reserves the right to reject late invoices when such delay impacts budgeting, grant reporting, fiscal year closeout, contract administration, or funding availability.

g. Contract Service Standards

All services performed pursuant to this RFP must comply with all applicable federal, state, and local laws, regulations, and requirements.

IX. GENERAL INFORMATION

- A. Signature of Proposal: Proposals must be submitted clearly indicating the name of the firm and signed by the owner or an authorized executive officer.
- B. Grounds for Rejection: The Housing Authority of the City of Pueblo (HACP) reserves the right to waive minor informalities, reject any or all proposals, cancel this solicitation, or reissue the solicitation if determined to be in the best interest of the Authority.

A proposal may be rejected for reasons including, but not limited to:

1. Failure to submit all required information, forms, certifications, or documentation requested in this RFP;
2. Failure to comply with the instructions, requirements, or terms and conditions of this RFP;
3. Submission of a proposal after the established deadline;
4. Evidence of collusion, misrepresentation, conflict of interest, or other actions that may compromise the integrity of the procurement process;
5. Proposer's suspension, debarment, or other ineligibility to participate in federally funded contracts;
6. Determination that award to the proposer would not be in the best interest of HACP or would result in noncompliance with applicable federal, state, or local laws, regulations, or requirements.

- C. Questions/Clarifications: Proposers should address any questions regarding this RFP to Jessica Valdez, Director of Procurement/Contract Compliance at jessica.valdez@hapueblo.org.

All questions or requests must be submitted in writing. Verbal questions and answers will not be considered valid. No inquiry or questions of proposals received after eight (8) working days of the date fixed for opening of proposals will be given consideration.

END OF SECTION

FORM OF PROPOSAL

ATTACHMENT A

Instructions: The items listed below must be completed and included in the Proposal unless otherwise specifically noted. Please complete this form by marking X, where provided, to indicate that the referenced information has been included.

X=ITEM INCLUDED	SUBMITTAL ITEMS <i>(Three copies of each Proposal, including one with original signatures)</i>	
_____	Tab 1	Form of Proposal
_____	Tab 2	Profile of Firm Form
_____	Tab 3	Public Housing / HUD Experience
_____	Tab 4	General Counsel Experience
_____	Tab 5	Landlord/Tenant Litigation & Judicial Proceedings Experience
_____	Tab 6	Responsiveness & Service Approach
_____	Tab 7	Qualifications of Assigned Attorneys
_____	Tab 8	Fees & Form of Acknowledgement
_____	Tab 9	References & Past Performance
_____	Tab 10	Certification & Affidavits

SPECIFIC AREAS OF EXPERTISE AND EXPERIENCE

Please denote of the following which of the noted areas (identified in further detail within Section IV of the RFP document) you are, within Tab #4 & #5, claiming specific expertise and experience. (Please note that HACP may consider making separate awards for each of these areas):

- ___ 1. Board of Commissioners Advisory Services
- ___ 2. Executive Director Advisory Services
- ___ 3. Human Resources Legal Support
- ___ 4. Operational Legal Support
- ___ 5. Housing Programs Legal Support
- ___ 6. Development and Modernization Legal Services
- ___ 7. Contracting and Procurement Legal Support
- ___ 8. Legal Representation and General Counsel Services
- ___ 9. Landlord-Tenant Litigation Services

PROPOSER'S STATEMENT

The undersigned proposer hereby states that by completing and submitting this form and all other documents within this submittal, he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and that if the HACP discovers that any information entered herein is false, that shall entitle the HACP to not make award or to cancel any award, with the undersigned party. Pursuant to all RFP Documents, the Form of Proposal, and all attachments pursuant to all completed Documents submitted, including these forms and all attachments, the undersigned proposes to supply HACP with the services described herein for the fees noted within:

Signature **Date** **Printed Name** **Company**

PROFILE OF FIRM FORM

ATTACHMENT B

Page 1 of 2

- (1) Name of Firm: _____
- (2) Street Address: _____
- (3) City, State, Zip: _____ PH: _____ EM: _____
- (4) Year Firm Established: _____ In Colorado: _____
- (5) Type of Ownership: _____
- (6) Former Name and Year Established (if applicable):
 _____ Year: _____
- (7) Name of Parent Company and Date Acquired (if applicable):
 _____ Date: _____
- (8) Identify Principals/Partners in Firm; please submit under Tab #7 a brief resume for each:

NAME	TITLE	% OF OWNERSHIP

- (9) Identify the individual(s) that will act as project manager and any other supervisory personnel that will work on project; please submit under Tab #6 a brief resume for each. (Do not duplicate any resumes required above):

NAME	TITLE

ATTACHMENT B

Page 2 of 2

(11) Federal Tax ID No.: _____

(12) Business License No.: _____

(13) State of Colorado License Type and No.: _____

(14) Federal Court License Type and No.: _____

(15) Proposer Diversity Statement: You must circle all of the following that apply to the ownership of this firm:

- Caucasian American
- Public Held Corporation
- Government Agency
- Non-Profit Organization

Or Resident- (RBE), Minority- (MBE), or Woman-Owned (WBE) Business Enterprise (Qualifies by virtue of 51% or more ownership and active management by one or more of the following:

- Resident-Owned (HACP)
- African American
- Native American
- Hispanic American
- Asian/Pacific American
- Hasidic Jew
- Asian/Indian American
- Woman-Owned
- Other (Specify) _____

WMBE Certification Number: _____
Certified by: _____

(NOTE: A CERTIFICATION NUMBER IS NOT REQUIRED TO PROPOSE - ENTER IF AVAILABLE)

(16) Debarred Statement: Has this firm, or any principal(s) ever been debarred from providing any services by the Federal Government, the State of Colorado, or any Local Government Agency within the State of Colorado? Yes No

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

(17) Disclosure Statement: Does this firm or any principals of this firm have any current, past personal or professional relationship with any Commissioner or Officer of the HACP? Yes No

Name (s) of such Commissioner or Officers: _____

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

(18) Verification Statement: The undersigned proposer hereby states that by completing and submitting this form he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and that if the HACP discovers that any information entered herein is false, that shall entitle the HACP to not make award or to cancel any award with the undersigned party.

NOTE: If necessary, please attach additional information on additional pages:

Signature **Date** **Printed Name** **Company**

PROPOSED FEES FORM

ATTACHMENT C

Instructions:

Provide all pricing information requested below. HACP reserves the right to negotiate final rates, fee structures, and billing arrangements with the successful proposer. Rates shall include all overhead, administrative costs, clerical support, and routine expenses unless otherwise identified.

1. Standard Hourly Rates

Personnel Classification	Hourly Rate	Comments / Specializations
Partner / Senior Attorney	\$ / hour	
Associate Attorney	\$ / hour	
Paralegal / Legal Assistant	\$ / hour	
Other (Specify)	\$ / hour	

2. Optional Alternative Fee Arrangements

Service	Proposed Fee
Eviction Action (Flat Fee Per Case)	\$
Court Appearance	\$
Lease Enforcement Matter	\$
Administrative Hearing	\$
Board Meeting Attendance	\$
Retainer (Monthly)	\$
Other (Specify)	\$

3. Travel and Reimbursable Expenses

Identify any reimbursable expenses not included in the rates above. If none, state "None".

Expense Type	Rate / Basis

4. Landlord-Tenant Litigation Services

Because landlord-tenant litigation is anticipated to be a significant component of this contract, please describe your preferred billing method for eviction and related court proceedings.

- Hourly Billing
- Flat Fee Per Case
- Monthly Retainer
- Other: _____

Certification

The undersigned certifies that the pricing submitted herein is complete and accurate and will remain valid for the period specified in the RFP unless otherwise negotiated and approved by HACP.

Company Name: _____

Authorized Representative: _____

Signature: _____

Date: _____

FORM OF ACKNOWLEDGEMENT

ATTACHMENT C -2

The Housing Authority of the City of Pueblo reserves the right to reject any or all bids and to waive informalities.

The undersigned has carefully examined the request for proposal in its entirety and related documents, and hereby submits a proposal to provide services in accordance with the contract documents at the prices outlined in the Proposed Fee Form.

Terms: net 30 days

Bidder acknowledges receipt of all addenda (if applicable): _____

Dated this ____ day of _____, 2026

Firm Name and Address: _____

Phone Number _____

Authorized Signature _____

Typed/Printed Name _____

SEAL (if bid is by a corporation)

Signatures: If the Proposal is being submitted by a Corporation, The Proposal shall be signed by an officer, i.e., President or Vice President. The signature of the Officer shall be attested to by the Secretary and properly sealed. If the Proposal is submitted by an individual or partnership, the Proposal shall so indicate and be properly signed.

Return with Proposal to:

**Housing Authority of the City of Pueblo
Attn: Jessica Valdez, Director of Procurement/Contract Compliance
201 S. Victoria Ave.
Pueblo, CO 81003**

FORM OF NON-COLLUSIVE AFFIDAVIT

(PRIME OFFEROR)

State of _____)

County of _____)

_____, being first duly sworn deposes says:

That he/she is the _____

The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and have not in any manner, directly or indirectly sought by agreement or collusion or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price or of that of any other bidder, or to secure any advantage against the Housing Authority of the City of Pueblo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Company Name: _____

Typed Name and Title _____

Signature of Offeror, if the offeror is an individual: _____

Signature of Partner, if the offeror is a partnership: _____

Signature of Officer, if the offeror is a corporation: _____

Subscribed and sworn to before me this _____ day of _____, 20__, by

Notary Signature: _____

My commission expires: _____, 20_____

completion of work submitted for payment. Under no circumstances will payment be made for any incomplete or unsatisfactory work.

3.1 Invoice submission: All invoices **must include** the contract **#RFP 26-392-OPER**, along with a clear breakdown of the services rendered for each task by Property or AMP. Failure to provide this information may result in delays in processing the invoice or a request for further documentation.

3.3.1 Such other information, documentation and materials as the Owner may require.

3.3.2 Final Payment

Final payment, representing the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Service Provider upon (i) the Service Provider's full performance of the legal services required under this Agreement in accordance with the Contract Documents, and (ii) the Owner's acceptance of such services as conforming to the requirements of this Agreement, subject only to obligations that expressly survive final payment.

Such final payment shall be made by the Owner no later than 30 days after confirmation of the satisfactory completion of services.

The Service Provider and any subcontractors are prohibited from placing a lien or claim on the Housing Authority's property or assets as a result of this Agreement.

3.2 Timely Submission of Invoices:

The contractor must submit all invoices, supporting documentation, and requests for payment within sixty (60) calendar days following completion of the work, delivery of goods, or performance of the services for which payment is requested.

Invoices submitted after sixty (60) calendar days may be denied at the sole discretion of the HACP. The HACP reserves the right to reject late invoices when such delay impacts budgeting, grant reporting, fiscal year closeout, contract administration, or funding availability.

ARTICLE 4: Change of Scope of Work: Contractor shall make no changes to the original Scope of Work, for which proposal was submitted without prior written approval from the Owner or the Contracting Officer.

ARTICLE 5: Additional or Unforeseen Services: In the event that legal services beyond the scope of services initially agreed upon under this Agreement become necessary, the Service Provider shall promptly notify HACP in writing. Such additional services may include, but are not limited to, services required as a result of unforeseen circumstances, newly arising legal matters, emergencies, or issues not expressly contemplated by the original scope of this Agreement.

In the event of an urgent matter requiring immediate legal action to protect HACP's legal rights, interests, or obligations, the Service Provider shall make reasonable efforts to notify HACP as soon as practicable and shall proceed only as necessary to address such urgency, subject to HACP's subsequent authorization.

ARTICLE 6: Conduct and Professional Responsibility: The Service Provider shall be responsible for the professional conduct of its employees and any approved subcontractors engaged in the performance of legal services under this Agreement. All such individuals shall comply with applicable laws, ethical rules governing the practice of law, and HACP's reasonable policies while performing services related to this Agreement.

The Service Provider shall remain solely responsible for the acts and omissions of its employees and subcontractors in the performance of the legal services.

ARTICLE 7: Taxes: The Housing Authority of the City of Pueblo **is a tax-exempt agency.** The Service Provider shall be solely responsible for all taxes arising from the compensation paid under this Agreement.

ARTICLE 8: Damages/Vandalism: The contractor shall take all necessary precautions to prevent damage, theft, or vandalism to its own property, including documents, computers, personal equipment, and any other materials, while providing services at any designated property of the Housing Authority of the City of Pueblo. The Owner shall not be held liable for any damage, theft, or vandalism to the Contractor/Consultant's property during the course of providing services, regardless of the location or duration of the Consultant's presence at the designated properties.

ARTICLE 9 Hold Harmless. Contractor agrees to indemnify, defend and hold harmless the Housing Authority of the City of Pueblo, Colorado and its agents, commissioners, and its employees from and against any and all liability, claims, demands, and expenses, including court costs and reasonable attorney fees, on account of any injury, loss or damage which arise out of or are in any manner connected with the work to be performed under this agreement if such injury, loss or damage is caused by the negligent act, error or omission of the Contractor, any Sub-contractor of the Contractor, any material supplier of the Contractor, or any officer, employee or agent of the Contractor. These obligations shall not apply to damages which the Owner shall become liable by final judgment to pay to a third party as the result of the negligence of the Owner.

ARTICLE 10: Contract Documents. The Contract Documents consist of this Agreement, Exhibit A (pricing form), General Conditions of the Contract, Specifications, and addenda issued prior to execution of this Agreement, Notice of Award, Notice to Proceed, and other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated Agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

This instrument, together with the other documents enumerated in this Article 10, which said other documents are as fully a part of the Contract as if thereto attached or herein repeated, from the Contract. In the event any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this Article 10 shall govern, except as otherwise specifically stated.

The Bidding and Contract Documents of the Contract are those contained in the Request for Proposal **RFP 26-392-OPER** dated: **June 12, 2026** :

The various provisions in Addenda shall be construed in the order of preference of the component part of the Contract which each modifies.

ARTICLE 11: Termination for Convenience: The HACP Contracting Officer has the authority to terminate this contract, either entirely or partially, if it is deemed to serve the best interests of HACP. Termination will be initiated through a formal Notice of Termination, which will specify the effective date.

Whether for convenience or default, any termination shall be communicated to the Contractor in writing via certified mail with a return receipt requested.

ARTICLE 12: Conflict of interest: "No member, officer, or employee of the Housing Authority of the City of Pueblo during his tenure or for one year thereafter shall have any interest in this contract or the proceeds thereof."

ARTICLE 13: Equal Opportunity: The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, age, sex, disability, or national origin. Such action shall include but not be limited to the following: employment upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates or pay other forms of compensation; and selection for training, including apprenticeships. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice provided by an agency of the Federal Government, setting forth the provision of the Equal Opportunity laws.

ARTICLE 14: Venue/Invalid Sections: Venue of any suit or cause of action under this agreement shall lie in Pueblo County, Colorado. If any part of any provision is held to be invalid, illegal, or unenforceable, such provision shall be enforced to the maximum extent possible, and the invalid part shall be severed from the provision, leaving the rest of the provision in full effect. This contract shall be interpreted according to Contract Law.

ARTICLE 15: Price Escalation Clause

A. **Term and Options:** This Agreement shall be effective for an initial term of two (2) years ("Initial Term") and may be extended for up to one (1) additional year (an "Option Year") upon mutual written agreement of the parties.

B. **Price Adjustment During Initial Term:**
Pricing shall remain firm and fixed during the Initial Term of the Agreement. No adjustments to pricing will be permitted during this period.

C. **Price Adjustment in Option Year(s):** In the event the Agreement is extended into an Option Year, the Contractor may request an increase in fees, provided that: (a) The proposed increase does not exceed three percent (3%) of the fees in effect during the prior contract year; (b) The request for a price increase is submitted in writing at least sixty (60) days prior to the commencement of the applicable Option Year;

(c) The request includes clear and detailed justification, including but not limited to documentation of cost increases from subcontractors, suppliers, or other vendors that directly impact the Contractor's costs of performance.

D. Approval of Increases:

All requests for price increases are subject to the approval of the HACP Contracting Officer. No price increase shall take effect without prior written authorization. (1) Right to Negotiate or Terminate: Should the Contractor request an increase greater than three percent (3%) or fail to provide sufficient justification for a requested increase, the HACP reserves the right to negotiate revised terms or decline to exercise the Option Year extensions. If required justified documentation is not provided the request will be denied.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in multiple counterparts, including electronic copies, as of the day and year first above written.

Contractor: _____
Name: _____
Title: _____
Date: _____
BUSINESS ADDRESS: _____

HOUSING AUTHORITY OF THE CITY OF PUEBLO

By: _____
Title: Executive Director/Contracting Officer
Date: _____
BUSINESS ADDRESS:
201 So. Victoria Avenue, Pueblo, Colorado 81003



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

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

Instructions to Bidders for Contracts

Public and Indian Housing Programs

Table of Contents

Clause	Page
1. Bid Preparation and Submission	1
2. Explanations and Interpretations to Prospective Bidders	1
3. Amendments to Invitations for Bids	1
4. Responsibility of Prospective Contractor	1
5. Late Submissions, Modifications, and Withdrawal of Bids	1
6. Bid Opening	2
7. Service of Protest	2
8. Contract Award	2
9. Bid Guarantee	3
10. Assurance of Completion	3
11. Preconstruction Conference	3
12. Indian Preference Requirements	3

1. Bid Preparation and Submission

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

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

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

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

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

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

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

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

2. Explanations and Interpretations to Prospective Bidders

(a) Any prospective bidder desiring an explanation or interpretation of the solicitation, specifications, drawings, etc., must request it at least 7 days before the scheduled time for bid opening. Requests may be oral or written. Oral requests must be confirmed in writing. The only oral clarifications that will be provided will be those clearly related to solicitation procedures, i.e., not substantive technical information. No other oral explanation or interpretation will be provided. Any information given a prospective bidder concerning this solicitation will be furnished promptly to all other prospective bidders as a written amendment to the solicitation, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to other prospective bidders.

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

3. Amendments to Invitations for Bids

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

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

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

4. Responsibility of Prospective Contractor

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

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

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

5. Late Submissions, Modifications, and Withdrawal of Bids

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

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

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

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

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

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

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

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

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

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

6. Bid Opening

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

7. Service of Protest

(a) Definitions. As used in this provision:

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

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

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

Steven L. Trujillo
201 S. Victoria Ave.
Pueblo, CO 81003

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

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

8. Contract Award

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

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

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

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

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

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

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

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

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

10. Assurance of Completion

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

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

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

(3) a 20 percent cash escrow;

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

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

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

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

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

11. Preconstruction Conference (applicable to construction contracts)

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

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

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

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

(2) Preference in the award of contracts or subcontracts in connection with the administration of contracts be given to Indian organizations and to Indian-owned economic enterprises, as defined in section 3 of the Indian Financing Act of 1974 (25 U.S.C. 1452). That Act defines "economic enterprise" to mean any Indian-owned commercial, industrial, or business activity established or organized for the purpose of profit, except that the Indian ownership must constitute not less than 51 percent of the enterprise; "Indian organization" to mean the governing body of any Indian tribe or entity established or recognized by such governing body; "Indian" to mean any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act; and Indian "tribe" to mean any Indian tribe, band, group, pueblo, or community including Native villages and Native groups (including

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Instructions to Offerors Non-Construction

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



- 03291 -

1. Preparation of Offers

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

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

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

2. Submission of Offers

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

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

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

3. Amendments to Solicitations

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

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

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

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

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

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

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

6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

7. Contract Award

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

(b) The HA may

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

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

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

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

8. Service of Protest

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

9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]

General Conditions for Non-Construction Contracts

Section I — (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/31/2027)

Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB number. This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 75. The form is required for non-construction contracts awarded by Public Housing Agencies (PHAs). The form is used by PHAs in solicitations to provide necessary contract clauses and allows PHAs to enforce their contracts. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157. Do not send this completed form to either of these addressees. The information collected will not be held confidential.

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

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

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

1. Definitions

The following definitions are applicable to this contract:

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

2. Changes

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

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

3. Termination for Convenience and Default

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

4. Examination and Retention of Contractor's Records

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

-
- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
 - (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
 - (i) appeals under the clause titled Disputes;
 - (ii) litigation or settlement of claims arising from the performance of this contract; or,
 - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

5. Rights in Data (Ownership and Proprietary Interest)

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

6. Energy Efficiency

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

7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section 111, Labor Standards Provisions, including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

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

9. Assignment of Contract

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

10. Certificate and Release

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

11. Organizational Conflicts of Interest

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
 - (i) Award of the contract may result in an unfair competitive advantage; or
 - () The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

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

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

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

13. Interest of Members of Congress

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

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

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

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

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

(v) The prohibition does not apply as follows:

-
- (1) Agency and legislative liaison by Own Employees.
- (a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.
- (b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.
- (c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:
- (1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,
- (2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.
- (d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:
- (1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;
- (2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and
- (3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.
- (e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.
- (2) Professional and technical services.
- (a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-
- (i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.
- (i) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.
- (b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.
- (c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.
- (d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.
- (iii) Selling activities by independent sales representatives.
- (c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:
- (i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and
- (ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.
- (d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.
- (e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.
- (f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.
-

16. Equal Employment Opportunity

During the performance of this contract, the

Contractor/Seller agrees as follows:

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

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

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

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

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

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

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

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

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

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

17. Equal Opportunity for Workers with Disabilities

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

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

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

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

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

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

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

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

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

18. Dissemination or Disclosure of Information

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

19. Contractor's Status

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

20. Other Contractors

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

21. Liens

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

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

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

23. Procurement of Recovered Materials

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

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

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