



SECURITY SERVICES

RFQ 5.27.26 – Security Services

Publication Date: May 27, 2026 at 8:00 AM ET
Submission Deadline: June 29, 2026 at 5:00 PM ET

Overview

The Fort Wayne Housing Authority (“FWHA”) is seeking proposals from qualified and experienced firms to provide professional security services for various FWHA residential communities and administrative facilities located throughout Fort Wayne, Indiana.

FWHA manages a diverse portfolio of public housing communities that require consistent, responsive, and community-focused security services designed to promote resident safety, deter criminal activity, protect property, and support positive community engagement.

The selected Contractor shall provide trained and qualified personnel capable of delivering comprehensive security services in a professional, respectful, and service-oriented manner.

This solicitation is being issued as a Request for Proposals (“RFP”) utilizing a Best Value procurement method. Award will be made to the firm whose proposal is determined to be most advantageous to FWHA based upon evaluation criteria outlined within this RFP.

FWHA reserves the right to award to one or multiple firms if determined to be in the best interest of the Authority.

Project Objectives

The primary objectives of this contract are to:

- Maintain safe and secure environments across FWHA properties
- Deter criminal activity, trespassing, vandalism, and disruptive behavior
- Provide visible and effective security presence throughout designated communities
- Ensure timely and professional incident response
- Support positive resident and community engagement
- Coordinate effectively with FWHA staff and local law enforcement agencies
- Support enforcement of FWHA community policies, lease provisions, and posted property rules
- Establish a reliable partnership with a contractor capable of meeting both routine and emergent security needs

Scope of Services

General Description

The Contractor shall provide all labor, supervision, management, equipment, tools, transportation, communication devices, uniforms, firearms, and materials necessary to provide comprehensive security services at designated FWHA properties.

Security services shall include routine patrol, monitoring of buildings and grounds, incident response, enforcement of FWHA policies, coordination with law enforcement agencies, and reporting/documentation of activities occurring at FWHA properties.

The Contractor shall maintain a visible and consistent presence throughout assigned communities and shall take proactive measures to deter criminal activity, loitering, trespassing, vandalism, illegal dumping, unauthorized activity, and other disruptive behavior.

The Contractor shall perform all services in a professional and workmanlike manner and in accordance with all applicable federal, state, and local laws and regulations.

Community Descriptions

FWHA properties vary significantly in size, layout, population, and operational needs.

Communities include family developments, senior housing, mixed-population housing, scattered site properties, and supportive housing environments.

Services may be required at properties including but not limited to:

- McCormick Place
- Beacon Heights
- Brookmill Courts
- Tall Oaks
- River Cove
- North Highlands
- Brooklyn Manor
- Hillcrest Commons

Additional property information is provided within Attachment A – Property & Unit Breakdown.

FWHA reserves the right to modify, add, remove, or reassign service locations throughout the term of the contract.

General Security Duties

The Contractor shall provide trained, armed Security Officers capable of performing duties including but not limited to:

- Conducting routine interior and exterior patrols
- Monitoring common areas and building entrances
- Identifying suspicious activity and unauthorized individuals
- Responding to disturbances, complaints, and emergencies
- Enforcing FWHA policies and property rules
- Deterring criminal activity through visible presence
- Monitoring parking lots, playgrounds, stairwells, hallways, and other common areas

- Assisting with resident and visitor interactions
- Coordinating with FWHA staff and law enforcement agencies
- Preparing daily activity logs and incident reports
- Reporting safety hazards, maintenance concerns, and policy violations

Security Officers shall maintain professionalism and exercise sound judgment while interacting with residents, visitors, staff, contractors, and members of the public.

Patrol Requirements

Security Officers shall conduct regular hourly patrols of assigned properties throughout each shift, both internal and external, noted in a logbook.

Patrols shall include both interior and exterior areas, including but not limited to:

- Hallways
- Stairwells
- Parking lots
- Building perimeters
- Common areas
- Laundry facilities
- Playgrounds
- Community rooms

Patrol patterns shall vary to avoid predictability.

The Contractor shall ensure that patrols are conducted consistently and documented appropriately through patrol logs or electronic tracking systems approved by FWHA.

Officers shall maintain a log noting any and all problems found, weather conditions, security light outages, and other preventable threats to public safety. Officers shall remain alert for suspicious activity, trespassing, vandalism, illegal dumping, maintenance concerns, unsecured buildings, and other issues impacting resident safety or property security.

Incident Response

The Contractor shall ensure Security Officers are capable of responding appropriately to incidents including but not limited to:

- Disturbances or altercations
- Trespassing complaints
- Noise complaints
- Domestic disputes
- Suspicious activity
- Property damage or vandalism

- Medical emergencies
- Fire alarms or hazardous conditions
- Resident complaints or safety concerns

Officers shall respond in a timely and professional manner and shall contact emergency responders or law enforcement agencies when necessary.

All incidents shall be documented through formal incident reporting procedures.

Any use of force by a Security Officer on FWHA property, including but not limited to physical restraint or discharge of a firearm, shall be reported to FWHA verbally within one (1) hour of the incident and documented in a written Use-of-Force Report submitted to FWHA within twelve (12) hours.

Resident and Community Interaction

FWHA places significant importance on professional and respectful interaction with residents and community members.

Security Officers shall demonstrate strong communication and conflict-resolution skills and shall interact with residents in a professional, courteous, and non-threatening manner.

The Contractor shall ensure that Security Officers understand the unique challenges associated with public housing communities and demonstrate sensitivity and professionalism when interacting with residents, youth, elderly individuals, persons with disabilities, and supportive housing populations.

Trespass Enforcement and Parking Control

Security Officers may be required to assist FWHA with trespass enforcement activities and parking control enforcement.

Duties may include:

- Identifying unauthorized individuals on FWHA property
- Issuing trespass warnings when authorized
- Coordinating with law enforcement regarding repeat offenders
- Monitoring unauthorized vehicles
- Assisting with parking enforcement and towing coordination when authorized by FWHA

The Contractor shall ensure all enforcement activities are documented appropriately.

Illegal Dumping and Property Monitoring

Security Officers shall monitor FWHA properties for illegal dumping, vandalism, unauthorized activity, and unsafe conditions.

Officers shall document and report all observed concerns to FWHA promptly.

Where appropriate, Officers may be required to monitor contractor activity, vacant units, maintenance operations, or construction-related activities occurring on FWHA property.

Reporting and Documentation

The Contractor shall maintain accurate and complete documentation of all security-related activities.

Documentation requirements shall include but not be limited to:

- Daily activity logs
- Patrol verification logs
- Incident reports
- Shift summaries
- Trespass documentation
- Parking enforcement documentation
- Use-of-force reports (when applicable)

Reports shall be submitted in a format approved by FWHA and shall be clear, accurate, timely, and professional.

FWHA reserves the right to review documentation at any time and require corrective action where documentation is incomplete or insufficient.

Staffing and Personnel Requirements

All Security Officers assigned to FWHA properties shall:

- Be twenty-one (21) years of age or older
- Possess a high school diploma or G.E.D.
- Be employed by a security agency holding a valid Indiana Private Security Guard Agency license, with all employees covered by the company license and insurance in accordance with the State of Indiana
- Be properly licensed in accordance with Indiana law, including all applicable Indiana firearms permits required for armed security personnel
- Be professionally uniformed at all times as an armed security guard
- Maintain visible identification
- Demonstrate professionalism and sound judgment, including honesty, integrity, punctuality, the ability to act calmly in an emergency, and the ability to work well under pressure
- Possess strong communication and conflict-resolution skills, including the ability to work with residents of all ages and needs as well as staff and visitors
- Demonstrate competency with two-way radio and telephone usage
- Be trained in report writing and incident documentation, including legibly completing FWHA-approved incident report forms and other documents

- Follow instructions precisely and stay alert throughout each shift
- Be capable of working evenings, weekends, holidays, and emergency assignments
- Comply with the Contractor’s Employee Handbook

Standard staffing structure shall include both Full-Time and Part-Time positions:

- Full-Time: 8 hours per day, 5 days per week, rotating days
- Part-Time: 8 hours per day, 3 days per week

The Contractor shall provide adequate supervision and management oversight throughout the term of the contract.

FWHA may require removal of any Security Officer whose conduct, performance, or professionalism is determined to be unacceptable.

Supervision and Contract Management

The Contractor shall designate a primary management representative responsible for overall contract administration and communication with FWHA.

The Contractor shall provide ongoing supervision of assigned personnel, including regular site visits, performance monitoring, scheduling oversight, and timely response to staffing concerns or operational issues.

FWHA expects open and consistent communication between Contractor management and FWHA staff.

Coordination with Law Enforcement

The Contractor shall work in tandem with local law enforcement agencies, including the Fort Wayne Police Department and Allen County Sheriff’s Department.

FWHA may request additional coordination involving sworn officers, targeted enforcement efforts, or specialized security operations.

The Contractor shall cooperate fully with law enforcement investigations and emergency response activities occurring on FWHA property.

Work Hours and Scheduling

Security services will primarily be performed during evening and overnight hours, typically between 7:00 PM and 3:00 AM, although schedules may vary depending upon operational needs.

FWHA reserves the right to adjust service schedules, increase or decrease coverage levels, or modify service locations throughout the term of the contract.

Additional services may be requested for weekends, holidays, special events, emergency situations, or temporary operational needs.

Optional Services

FWHA may request optional or supplemental services throughout the term of the contract, including but not limited to:

- Daytime security coverage
- Administrative building security
- Roaming patrol services
- Special event security
- Additional patrol frequency
- Security coverage during maintenance or construction activities
- Coordination of sworn law enforcement officers
- Background check support or access control services

Optional services shall be provided only upon authorization by FWHA.

Contract Structure

The contract resulting from this solicitation shall be a requirements-type contract.

FWHA does not guarantee any minimum or maximum quantity of services.

Services will be provided on an as-needed basis in accordance with the Scope of Services and at the rates established in the awarded contract.

The initial contract term shall be for a period of two (2) years, with the option to renew for one (1) additional one-year term at the sole discretion of FWHA, subject to satisfactory performance, continued funding, and compliance with all contract requirements.

FWHA reserves the right to award to one or more contractors if deemed to be in the best interest of the Authority.

Procurement Timeline

Milestone	Date
RFP Issued	May 27, 2026 at 8:00 AM ET
Questions Due	June 10, 2026 at 12:00 PM ET
Responses Posted	June 15, 2026 by 5:00 PM ET
Submission Deadline	June 29, 2026 at 5:00 PM ET

Addenda will be posted on the FWHA website.

Submission Requirements

Proposals must be submitted electronically through the FWHA Procurement Portal located at:

www.fwha.org/procurement

Respondents shall utilize the “Submit Response” link associated with this solicitation.

This submission portal shall serve as the only accepted method of submission. Submissions via email or hardcopy will not be accepted.

This requirement ensures accurate time-stamping and avoids issues related to file size limitations, spam filtering, or delivery failures.

All proposals must be received prior to the stated submission deadline. Late submissions will not be considered. Respondents are responsible for ensuring successful submission through the procurement portal.

Response Format

Responses shall be submitted as a single PDF document organized in the following order:

1. Cover Letter / Form of Proposal (signed)
2. Firm Information Form (Attachment D)
3. Form HUD-5369-A – Representations, Certifications, and Other Statements of Bidders
4. Description of Experience and Qualifications
5. Technical Approach to Providing Services
6. Staffing and Supervision Plan
7. References (minimum of two)
8. Required Licensing and Certifications
9. Completed Pricing Sheet (Attachment B)

Questions and Addenda

All questions must be submitted in writing by June 10, 2026 at 12:00 PM ET to jmatuska@fwha.org.

To ensure equal access to information, all responses will be posted via formal addenda on the FWHA procurement website. Individual responses will not be provided.

Respondents are responsible for monitoring the procurement website for addenda and updates related to this solicitation.

Best Value Evaluation and Selection

FWHA will award contract(s) using a Best Value procurement approach. Proposals will be evaluated and scored based on the following criteria:

Description	Points
Cost / Pricing	20
Technical Approach / Operational Strategy	15
Staffing Plan & Coverage	15
Management & Supervision Plan	15
Understanding of Requirements	10
Experience & Past Performance	20
Proposal Quality / Completeness	5
TOTAL	100

Evaluation Criteria Definitions

Cost / Pricing (20 Points)

Evaluation of the respondent's proposed pricing structure for providing security services. Pricing will be reviewed for reasonableness, completeness, competitiveness, and alignment with the scope of work and operational requirements.

FWHA will evaluate overall value and operational feasibility, not solely the lowest cost.

Technical Approach / Operational Strategy (15 Points)

Evaluation of the respondent's proposed approach to providing security services, including patrol methodology, incident response procedures, communication systems, operational oversight, and overall service strategy.

Consideration will be given to the effectiveness, appropriateness, and practicality of the proposed approach.

Staffing Plan & Coverage (15 Points)

Evaluation of the respondent's staffing approach, including personnel availability, scheduling practices, coverage consistency, staffing depth, recruitment, retention, and ability to maintain reliable service levels.

Consideration will be given to the respondent's ability to provide stable and consistent staffing assignments.

Management & Supervision Plan (15 Points)

Evaluation of the respondent's management structure, supervisory approach, communication procedures, quality control measures, and overall operational oversight.

Consideration will be given to responsiveness, accountability, and management availability.

Understanding of Requirements (10 Points)

Evaluation of the respondent's demonstrated understanding of FWHA's operational needs, service expectations, community environments, and security objectives.

Consideration will be given to the completeness and responsiveness of the proposal.

Experience & Past Performance (20 Points)

Evaluation of the respondent's experience performing similar security services for housing authorities, multifamily housing environments, governmental entities, or comparable properties.

Consideration will be given to relevance, quality of prior work, references, and demonstrated performance history.

Proposal Quality / Completeness (5 Points)

Evaluation of the overall quality, organization, professionalism, and completeness of the proposal submission.

Consideration will be given to clarity, thoroughness, and adherence to the requirements outlined within this solicitation.

Final Selection

The contract will be awarded to the respondent whose proposal is determined to be most advantageous to FWHA based upon the total evaluation score and overall best value.

FWHA reserves the right to request clarifications, conduct interviews, establish a competitive range, and request Best and Final Offers (BAFO).

FWHA reserves the right to award to one or multiple firms if determined to be in the best interest of the Authority.

Procurement Method

This procurement is being conducted as a Request for Proposals (RFP) utilizing a Best Value procurement method in accordance with HUD Procurement Handbook 7460.8 REV 2 and 2 CFR Part 200.

Award will be made to the responsible and responsive firm(s) whose qualifications, experience, technical approach, and pricing are determined to be most advantageous to FWHA.

FWHA reserves the right to conduct interviews, request additional information, or negotiate terms as necessary.

Compliance Requirements

The selected contractor shall comply with all applicable federal, state, and local laws and regulations.

This includes, but is not limited to:

- HUD Procurement Handbook 7460.8 REV 2
- 2 CFR Part 200
- Applicable licensing requirements
- Applicable security and employment regulations

Section 3 Requirements

Section 3 requirements will apply if funded with HUD assistance. Compliance with 24 CFR Part 75 is required. No preference will be applied.

Maintenance Wage Rate Requirements

HUD maintenance wage rate requirements under HUD-52158 do not apply to the security services solicited under this RFP. Security officers are not maintenance laborers or mechanics within the meaning of 24 CFR Part 968. Should the scope of services be expanded during contract performance to include maintenance-laborer functions, applicable wage determinations will be incorporated by addendum or contract modification.

Debarment and Suspension

FWHA will verify contractor eligibility through SAM.gov.

Attachments

- Attachment A – Property & Unit Breakdown
- Attachment B – Security Services Pricing Sheet
- Attachment D – Firm Information Form
- Attachment E – HUD & Federal Compliance Requirements

FWHA Reservation of Rights

Definitions

- **Respondent** – Company or individual responding to the RFP
- **Contractor** – Company or individual who is awarded the contract

FWHA reserves the right to:

- FWHA reserves the right to reject any or all Responses, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed by the FWHA to be in its best interests.
- FWHA reserves the right not to award a contract pursuant to this RFP.
- FWHA reserves the right to terminate a contract awarded pursuant to this RFP, at any time for its convenience upon fourteen (14) days written notice to the successful Respondent(s).
- FWHA reserves the right to determine the days, hours and locations that the successful Respondent(s) shall provide the services called for in this RFP.
- FWHA reserves the right to retain all Responses submitted and not permit withdrawal for a period of sixty (60) days subsequent to the deadline for receiving Responses without the written consent of the FWHA Contract Administrator (CA).
- FWHA reserves the right to negotiate the fees proposed by the Respondent entity. If such negotiations are not, in the opinion of FWHA’s CA, successfully concluded within a reasonable timeframe as determined by FWHA, FWHA shall retain the right to end such negotiations.
- FWHA reserves the right to reject and not consider any Response that does not meet the requirements of this RFP, including but not necessarily limited to incomplete Responses and/or Responses offering alternate or non-requested services.
- FWHA shall have no obligation to compensate any Respondent for any costs incurred in responding to this RFP.
- FWHA shall reserve the right to at any time during the RFP or contract process to prohibit any further participation by a respondent or reject any Response submitted that does not conform to any of the requirements detailed herein.
- Each prospective respondent further agrees that he/she will inform FWHA in writing within five (5) days of the discovery of any item that is issued thereafter by FWHA that he/she feels needs to be addressed. Failure to abide by this timeframe shall relieve FWHA, but not the prospective respondent, of any responsibility pertaining to such issue.
- FWHA reserves the right, prior to award, to revise, change, alter or amend any of the instructions, terms, conditions, and/or specifications identified within the RFP documents issued, within any attachment or drawing, or within any addenda issued. All addenda will be posted on FWHA’s website www.fwha.org under Business Opportunities. Such changes that are issued before the Response submission deadline shall be binding upon all prospective respondents.
- In the case of rejection of all Responses, FWHA reserves the right to advertise for new Responses or to proceed to do the work otherwise, if in the judgment of FWHA, the best interest of FWHA will be promoted.
- FWHA reserves the right to, without any liability, cancel the award of any Response(s) at any time before the execution of the contract documents by all parties.
- FWHA reserves the right to reduce or increase estimated or actual quantities in whatever amount necessary without prejudice or liability to FWHA, if: funding is not available; legal restrictions are placed upon the expenditure of monies for this category of service or supplies; or FWHA’s requirements in good faith change after award of the contract.

- FWHA reserves the right to make an award to more than one respondent based on ratings and to award with or without negotiations or a “Best and Final Offer” (BAFO).
- FWHA reserves the right to require additional information from all respondents to determine level of responsibility. Such information shall be submitted in the form required by FWHA within two (2) days of written request.
- FWHA reserves the right to amend the contract any time prior to contract execution.
- FWHA reserves the right to require the Contractor to keep accurate timesheets for all employees assigned to perform any project, task, or assignment resulting from this RFP and any resulting contract.
- FWHA reserves the right to contact any individuals, entities, or organizations that have had a business relationship with the respondent regardless of their inclusion in the reference section of the Response submittal.
- In the event any resulting contract is breached, prematurely terminated or cancelled due to non-performance and/or withdrawal by the Contractor, FWHA reserves the right to seek monetary restitution (to include but not limited to withholding of monies owed) from the Contractor to cover costs for interim services and/or cover the difference of a higher cost (difference between existing Contracted rate and new Contract rate) beginning the date of Contractor’s termination, breach and/or cancellation through the contract expiration date.
- FWHA reserves the right to require the Contractor to replace any employee, subcontractor, or other individuals and/or entities, found to be unacceptable, performing work under any contract resulting from this RFP. Replacement shall occur within two (2) days of notification by FWHA.

Attachment A – Property & Unit Breakdown

RFP 5.27.26 – Security Services

Property Name	Address	Total Units	Bedroom Breakdown
Beacon Heights	2210 Beacon Street	100	96 One Bedrooms 4 Two Bedrooms
Brooklyn Manor (BMA)	3626 Brooklyn Avenue	52	26 One Bedrooms 26 Two Bedrooms
Brookmill Court	2751 Millbrook Drive	108	12 One Bedrooms 20 Two Bedrooms 62 Three Bedrooms 10 Four Bedrooms 4 Five Bedrooms
Hillcrest Commons	711 E Tillman Road	24	24 One Bedrooms
McCormick Place	2811 McCormick Avenue	96	8 One Bedrooms 20 Two Bedrooms 38 Three Bedrooms 18 Four Bedrooms 12 Five Bedrooms
North Highlands	2100 Saint Mary's Avenue	105	101 One Bedrooms 4 Two Bedrooms
River Cove	2430 River Cove Lane	75	37 Two Bedrooms 26 Three Bedrooms 6 Four Bedrooms
Tall Oaks	7300 Decatur Road	105	103 One Bedrooms 2 Two Bedrooms

Attachment B
Security Services Pricing Sheet

RFP 5.27.26 – Security Services

Company Name:			Date:	
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This form must be completed and included in the response submission. Proposed pricing is as follows:

All rates are fully burdened and inclusive of all costs to provide the proposed services, including but not limited to: employee wages and benefits; supervision; uniforms; equipment; vehicles, fuel, and maintenance; communications; insurance and bonding; licensing; overhead; and reasonable profit.

Annual hours include weekends and holidays. Week days will be rotated.

Section 1 – Per-Community Pricing

Provide your proposed hourly rate for each community below. The hourly rate quoted shall remain firm for the full two (2)-year initial contract term.

Community / Location	Annual Hours (includes weekends and holidays)	Hourly Rate	Community Annual Total
McCormick Place – 2811 McCormick Avenue	40 weekly; 2,080 annually	\$	\$
Beacon Heights – 2210 Beacon Street	24 weekly; 1,248 annually	\$	\$
Brookmill Court – 2751 Millbrook Drive	40 weekly; 2,080 annually	\$	\$
Tall Oaks – 7300 Decatur Road	24 weekly; 1,248 annually	\$	\$
River Cove – 2430 River Cove Lane	24 weekly; 1,248 annually	\$	\$
North Highlands – 2100 St. Mary's Avenue	24 weekly; 1,248 annually	\$	\$
Brooklyn Manor – 3626 Brooklyn Avenue	24 weekly; 1,248 annually	\$	\$
Hillcrest Commons – 711 E. Tillman Road	24 weekly; 1,248 annually	\$	\$
TOTAL ANNUAL COST – ALL COMMUNITIES	\$		

Note: Annual hours shown are FWHA's current estimates for proposal evaluation purposes only and are not guaranteed. FWHA reserves the right to adjust schedules, increase or decrease coverage levels, or modify service locations throughout the term of the contract.

Section 2 – Optional Add-On Services

Provide your proposed pricing for the following optional services. These services will be provided only upon authorization by FWHA at the rates established below.

Optional Service	Unit	Hourly Rate (if applicable)	Per Task (if applicable)
Daytime security coverage	per hour	\$	
Administrative building security (day or evening)	per hour	\$	
Roaming patrol services / roaming security officer for high-rises	per hour	\$	
Special event security	per event		\$
Additional patrol frequency	per hour	\$	
Security coverage during maintenance or construction activities	per hour	\$	
Coordination of sworn law enforcement officers (FWPD or Allen County Sheriff)	per hour	\$	
Background check support / national background check (per employee or applicant)	per check		\$
Access control services	per hour	\$	

Certification

By signing below, the Respondent certifies that:

- All pricing provided above is complete, accurate, and fully burdened;
- Pricing includes all costs necessary to perform the work as described in RFP 5.27.26 and any resulting contract;
- Pricing shall remain firm for sixty (60) days from the proposal submission deadline;
- The Respondent agrees to comply with all requirements outlined in RFP 5.27.26 and all incorporated HUD and federal regulations.

Authorized Signature	Date
Printed Name and Title	Company Name

Firm Information Form

RFP 5.27.26 – Security Services

This form must be completed by the Respondent and included as part of the proposal submission.

Company Information

Company Name	
Address	
City, State, Zip	
Phone Number	
Email Address	
Website (if applicable)	

Business Information

Type of Business	<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Other: _____		
Year Established		Federal Tax ID (EIN)	

Primary Contact / Project Lead

Name	
Title	
Phone	
Email	

Experience

Briefly describe your experience providing similar services (attach additional pages if needed):

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Staffing Capacity

Briefly describe your staffing capacity and ability to meet FWHA service expectations:

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References (Minimum of 2)

Reference 1

Client Name	
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Contact Person	
Phone / Email	

Reference 2

Client Name	
Contact Person	
Phone / Email	

Compliance & Certifications

Has your firm or any principal ever been debarred or suspended from doing business with a federal, state, or local agency?

Yes No

If yes, explain: _____

Does your firm carry general liability insurance?

Yes No

Indiana Private Security Guard Agency License

All firms providing security services in Indiana must hold a valid Indiana Private Security Guard Agency license under IC 25-30-1.3. Please provide the following:

License Number		Issuing State	
Issue Date		Expiration Date	

Surety Bond

Indiana law requires licensed private security guard agencies to maintain a surety bond. Please provide the following:

Bond Carrier		Bond Amount	
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Certification

I certify that the information provided in this form is true and accurate to the best of my knowledge.

_____	_____
Authorized Signature	Date
_____	_____
Printed Name & Title	Company Name

Attachment E

HUD & Federal Compliance Requirements

RFP 5.27.26 – Security Services

This attachment outlines applicable HUD and federal compliance requirements for this solicitation. Requirements included herein are based on the nature of the services being procured and apply as set forth below.

The HUD forms incorporated into this attachment are included in full as part of the solicitation package. Respondents are responsible for reviewing all incorporated forms prior to submitting a proposal.

HUD Forms Incorporated into This Solicitation

The following HUD forms are incorporated into this solicitation and follow this narrative as part of Attachment E:

Form HUD-5369-A - Representations, Certifications, and Other Statements of Bidders

This form contains the federal certifications and representations required to be submitted with each proposal, including:

- Certificate of Independent Price Determination
- Contingent Fee Representation and Agreement
- Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions
- Organizational Conflicts of Interest Certification
- Bidder's Certification of Eligibility
- Small, Minority, and Women-Owned Business Concern Representation
- Certification of Nonsegregated Facilities
- Clean Air and Water Certification

Respondents shall complete, execute, and submit Form HUD-5369-A as part of their proposal in accordance with the submission order set forth in the RFP.

Note on Terminology

Although Form HUD-5369-A uses “bidder” terminology, it is included in this solicitation as the current HUD-approved certifications and representations form for Public and Indian Housing Programs. References to “bidder” within the form shall be construed as references to “Respondent” or “Offeror” for purposes of this Request for Proposals. The substantive certifications required by the form apply equally to RFP responses.

Form HUD-5369-B - Instructions to Offerors (Non-Construction)

This form establishes federal procurement requirements for non-construction service-based solicitations. It applies to all respondents and governs submission procedures, evaluation conditions, late submissions, modifications, and award processes.

Form HUD-5369-B is informational and does not require completion or signature by respondents.

Form HUD-5370-C - General Conditions for Non-Construction Contracts (Section I)

This form establishes the contractual terms and conditions that will govern the awarded contract, including provisions for changes, termination, disputes, records retention, equal employment opportunity, organizational conflicts of interest, lobbying restrictions, and Section 3.

Only Section I of Form HUD-5370-C (Clauses for All Non-Construction Contracts) is incorporated into this solicitation. Section II (Labor Standard Provisions for Maintenance Contracts) does not apply to the security services solicited under this RFP.

By submitting a proposal, the Respondent acknowledges that the awarded contract will incorporate the terms and conditions set forth in Form HUD-5370-C Section I.

Federal Compliance Requirements

Section 3 Requirements (24 CFR Part 75)

Section 3 of the Housing and Urban Development Act of 1968, as implemented by 24 CFR Part 75, applies to this contract if funded in whole or in part with HUD assistance.

The selected contractor shall comply with all applicable Section 3 requirements, including reporting obligations and the prioritization of employment, training, and contracting opportunities for low- and very low-income persons and Section 3 business concerns.

No evaluation preference will be applied under this solicitation. Compliance will be required at the contract stage.

Maintenance Wage Rate Requirements

HUD maintenance wage rate requirements under Form HUD-52158 do not apply to the security services solicited under this RFP. Security officers performing the services described in the Scope of Services are not maintenance laborers or mechanics within the meaning of 24 CFR Part 968 or the U.S. Housing Act of 1937.

Should the scope of services be expanded during contract performance to include maintenance-laborer functions, applicable HUD wage determinations will be incorporated by addendum or contract modification.

Debarment and Suspension

FWHA will verify contractor eligibility through the System for Award Management (SAM.gov) prior to award. Contractors and their principals must not be listed as excluded from federal contracting under 2 CFR Part 180 or 2 CFR Part 2424.

Equal Employment Opportunity

The selected contractor shall comply with all Equal Employment Opportunity requirements under Executive Order 11246, as amended, and applicable implementing regulations. EEO clauses are incorporated through Form HUD-5370-C Section I.

Anti-Lobbying Certification (31 U.S.C. § 1352)

Respondents are required to certify that no federal appropriated funds have been or will be paid to influence any officer or employee of any federal agency, member of Congress, or employee of Congress in connection with this contract. The required certification is captured in Form HUD-5369-A.

Other Applicable Federal Requirements

The selected contractor shall comply with all applicable federal, state, and local laws and regulations, including but not limited to:

- HUD Procurement Handbook 7460.8 REV 2
- 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- Fair Labor Standards Act (29 U.S.C. § 201 et seq.)
- Indiana Code 25-30-1.3, Private Security Guard Agencies
- All applicable Indiana state and local licensing, bonding, and insurance requirements

— HUD FORMS FOLLOW THIS PAGE —

Form HUD-5369-A • Form HUD-5369-B • Form HUD-5370-C Section I

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

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

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

- (a) Result in an unfair competitive advantage to the bidder; or,
 - (b) Impair the bidder's objectivity in performing the contract work.
- In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

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

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

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

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

6. Minimum Bid Acceptance Period

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

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

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

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

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

The bidder represents and certifies that it:

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

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

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

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

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

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

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

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

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

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

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

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

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

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

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

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

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

The bidder certifies that:

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

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

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

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

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

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

13. Bidder's Signature

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

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)

Instructions to Offerors Non-Construction

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



- 03291 -

1. Preparation of Offers

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

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

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

2. Submission of Offers

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

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

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

3. Amendments to Solicitations

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

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

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

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

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

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

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

6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

7. Contract Award

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

(b) The HA may

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

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

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

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

8. Service of Protest

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

9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here.]

General Conditions for Non-Construction Contracts

Section I — (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (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.

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

5. Rights in Data (Ownership and Proprietary Interest)

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

6. Energy Efficiency

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

7. Disputes

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

8. Contract Termination; Debarment

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

9. Assignment of Contract

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

10. Certificate and Release

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

11. Organizational Conflicts of Interest

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

12. Inspection and Acceptance

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

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

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

13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise therefrom, 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 grantees 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 in excess of \$10,000 of the item both under and outside that contract