

SAGINAW HOUSING COMMISSION

REQUEST FOR PROPOSALS

RFP #22-03

PROPERTY MAINTENANCE SERVICES

FOR

SENIOR AND FAMILY PROPERTIES

- Rosien Tower 109 units
- Elmwood Manor 122 units
- Scattered Sites 81 units
- Town and Garden Townhomes 92 units

PREPARED BY:

SAGINAW HOUSING COMMISSION
EXECUTIVE OFFICES
1803 Norman Street
Saginaw, MI 48605

May 3, 2022

CONTACT PERSON:

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SAGINAW HOUSING COMMISSION
PO BOX 3225
Saginaw, MI 48605
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**SAGINAW HOUSING COMMISSION
REQUEST FOR QUOTATIONS FOR
MAINTENANCE AND JANITORIAL SERVICES
RFP #22-03**

The Saginaw Housing Commission (SHC) hereby request proposals from accredited and licensed Maintenance/Janitorial Service Firms, to assume the responsibility for the maintenance and janitorial operations of Saginaw Housing Commission's (SHC) three (4) public housing developments comprised of 404 housing units. This service shall be performed in accordance with the U. S. Department of Housing and Urban Development (HUD) Handbook 7420.8 Rev-1, and Michigan State Statutes and with other applicable laws, and 24 CFR 85.36 Procurement.

It is SHC's intention to solicit proposals, evaluate them, conduct oral presentations with selected proposer(s), verify the information presented, and award a contract to the most responsible and responsive firm(s) whose proposal is most advantageous to the SHC, with price and other factors considered.

Proposals shall cover Maintenance Services and Janitorial Services for one (1) year with a possible (2) one year extensions upon the satisfactory completion of the first year of service. The Contract period shall be for one year, beginning on Specific Date To Be Determined, 2022 and ending Specific Date To Be Determined, 2023

Proposals will be received until 2:00 p.m. May 17, 2022, via pdf to Jessica Pittman at jpittman@saginawhousing.org

The Saginaw Housing Commission reserves the right to accept or reject any and all proposals and to waive all technicalities. No proposal shall be withdrawn for a period of ninety (90) calendar days subsequent from the receipt of Proposals without the consent of the Saginaw Housing Commission. The Saginaw Housing Commission assumes no liability for the cost incurred for preparing proposals.

Dated: **May 3, 2022**

Jessica Pittman, MPA, RHM
Deputy Director

INTRODUCTION

The Saginaw Housing Commission (SHC) is primarily funded by the U.S. Department of Housing and Urban Development (HUD). It develops, maintains and manages low-rent public housing and administers the Housing Assistance Payments Program (Housing Choice Voucher). The SHC currently manages 631 Public Housing dwelling units.

SHC will undertake a program to achieve on-site Maintenance and Janitorial Services for 404 Elderly and Family Public Housing Units. The outsource program will include the maintenance and janitorial services to maintain the SHC properties in a safe, decent and sanitary condition. All properties shall be maintained and work performed in compliance with all applicable federal, state and local laws and regulations. This will include all applicable SHC Admission and Continued Occupancy policies and procedures and SHC Maintenance Plan relating to the timeliness of vacant unit turnover time. Management and resident relations shall be maintained and residents always treated with professionalism and courtesy within the various housing communities. The building systems and facilities must be maintained with a well-defined program of routine and preventive maintenance. In order to achieve greater cost efficiency, it has become increasingly important that SHC make efficient use of the Federal resources available in the management and maintenance of its Elderly/Family Developments.

The successful Respondent(s) shall be responsible for representing SHC in the day to day operations and maintenance management of SHC properties as its agent.

All matters and issues related to this RFP and any contract resulting from the RFP will be governed by the SHC Procurement Policies, and procurement principles set forth in the HUD Handbook on Procurement for Public and Indian Housing Authorities.

**REQUEST FOR PROPOSAL
FOR
MAINTENANCE AND JANITORIAL SERVICES**

RFP #22-03

SCOPE OF SERVICES

The Janitorial/Maintenance Firm(s) duties shall include but not limited to those listed below:

1. Compliance with all Federal Regulations as it relates to providing asset property management and maintenance services for, United States Department of Housing and Urban Development (HUD), subsidized conventional elderly/family public housing units.
2. Compliance with all Saginaw Housing Commission (SHC) Admission and Continued Occupancy Policies (ACOP), Maintenance Plan; and other SHC standards and policies.
3. Provide the management of SHC with the support necessary to supervise the general maintenance work performed in, on and around the buildings of SHC properties.
4. Provide a full range of routine building maintenance services. These services include but not limited to:
 - General carpentry
 - Basic plumbing
 - Basic electrical problem/troubleshooting
 - Unit inspection/repair in preparation of new tenant
 - Hauling/disposal of materials
 - Interior/exterior painting
 - Fence repair
 - Drywall repair
 - Window screen replacement
 - Door repair/replacement
5. Enforcement of lease provisions and notifying SHC Staff of any visible lease violations or hazardous conditions upon discovery.
6. Provide the prompt completion of work orders, or service repairs that are generated by the SHC staff. Work orders shall be prioritized in the order of importance, i.e. Priority #1 shall be for and Emergency, Health and Safety (EHS) that shall be completed within (24)

hours. Priority #2 shall be for any service required that can affect the health, safety or well being of any residents, or visitors, or to prevent an issue from becoming critical in nature. These shall be addressed within (48-72) hours. All other work orders shall be considered routine or preventive in nature and shall be addressed within (5) business days. Contractor shall have ability to provide emergency services after normal business hours.

7. Provide improvements in overall appearance of properties to include well-maintained, clean buildings and grounds in a safe, secure, sanitary and decent manner for all Residents.
8. Having full responsibility for the supervision and retention of competent full-time maintenance staff, in order to fulfill the goal of effective property site management, building and grounds maintenance, and custodial services.
9. Maintain good Resident/Management relations.
10. Contractor cannot enter a unit without tenants permission. Contractor must coordinate and follow policies and procedures of the Lease and Admissions and Continued Occupancy Plan (ACOP).
11. Service technicians shall wear they company uniform and name badge with photo at all time.
12. Contractor shall provide all qualified labor, materials, equipment, and tools needed to preform the services.
13. Providing regular maintenance and repair of properties, which includes the procurement of necessary services and materials needed to provide continuous 24-hour management and routine and emergency maintenance operations. Maintenance Techs will be required to rotate on-call schedule as determined by Deputy Director.
14. Implement a systemic approach and quality improvement program to maintain the desired levels of service.
15. Managing maintenance services in coordination with SHC Management along with the Energy Management and Capital Improvement Program efforts.
16. Process maintenance work orders and vacant unit turnovers within HUD and SHC guideline requirements. All Routine Vacant Unit turnover work shall be completed within (14) days of resident Move Out.
17. Contractor will submit an invoice once a month detailing work completed. Contractor will submit completed work orders to Site Manager at the end of day for work completed that day.

18. Contractor will be responsible, at its own costs, to correct any incomplete, inaccurate, or defective work, when such inaccuracies are due to the negligence of the contractor, provided such work has not been accepted in writing by the Deputy Director.
19. Contractors must complete routine work orders and maintenance on weekdays between the hours of 8:00am and 5:00pm, Monday- Friday.

SECTION B
INSTRUCTIONS TO RESPONDENTS

1. RFP must be submitted via email no later than May 17, 2022 at 2pm.

Jessica Pittman, MPA, RHM
Deputy Director
PO BOX 3225
Saginaw, MI 48605
jpittman@saginawhousing.org

2. SHC is not liable for the Michigan retail occupation tax, the service occupation tax or service tax. SHC is exempt from federal excise and transportation tax.
3. No RFP will be withdrawn or modified in any way for a period of ninety (90) consecutive calendar days after the deadline for receipt of RFPs.
4. SHC reserves the right to accept part, all, or, reject the whole of any and all RFPs submitted and to waive technicalities. SHC shall award or reject all RFPs within ninety (90) days from the date of receipt of RFPs.
5. It is the responsibility of the Respondent to immediately submit all written questions or points of clarification regarding the RFP to the Deputy Director
6. All specifications, addendums, HUD Regulations, general conditions or possible modifications are considered an integral part of this RFP.
7. Each Respondent, by signing and submitting a proposal, is understood to be offering their commitment to a subsequent contract with SHC on all project budgets and operating costs, and comply with the laws of the State of Michigan on Fair Practices and with all rules and regulations of the Federal Housing Administration and HUD for Equal Employment Opportunity and Non Discrimination.
8. All proposals must contain the information requested herein. Failure to do so may be considered reasons for voiding or rejecting said proposal and deeming it non-responsive.
9. Each RFP must contain the information reflected in and will be evaluated on a point system scale with 100 being the highest obtainable points. The highest rated RFP shall be considered first.

PRE-PROPOSAL CONFERENCE

- To maintain a fair and impartial competitive process, SHC will only answer questions presented in writing to the email: jpittman@saginawhousing.org.
1. Written responses to properly submitted questions will be issued to those who have requested an RFP packet. Please provide SHC with the correct email address so that we can provide you with the answers to the written questions. The response to *all* questions will be issued by SHC to *all* Respondents no later than May 13, 2022

SECTION C
EVALUATION CRITERIA

SHC will award a contract(s) to the most responsible Respondent(s) who have the ability to perform successfully under the terms and conditions of the Maintenance and Janitorial Service Contract.

1. General Information.

- a. Included in the evaluation of the Proposal is its clarity and the proposed work plan in relation to the services and completeness of the submission including required certifications and documentation. Respondents must demonstrate in the Proposal their understanding of the requirements set forth in this solicitation.
- b. Respondents are advised that the proposal may not merely offer to provide services in accordance with the requirements of SHC's Scope of Work or specifications. The proposal should also provide information demonstrating a well-developed, thoughtful approach to completing specific projects as described under the Scope of work.

2. Threshold Evaluation

SHC's determination of contractor responsibility will include, but not be limited to consideration of the following Threshold Criteria. If the Respondent fails any of these criteria, their Proposal will be withdrawn by SHC and deemed "non-responsive".

- Integrity: References must be provided for similar work performed elsewhere. These references will be contacted to determine that the Respondent has handled its business relationships in an honest and reputable manner.
- Compliance with public policy, including compliance with Federal, State and local laws, regulations, codes and ordinances.
- Eligibility for award of a federally assisted contract (e.g., debarment). A certified statement that the Respondent is not debarred, suspended or otherwise prohibited from professional practice by any Federal, State or Local Governmental Agency.

Respondent's must successfully addresses these Threshold Criteria, or their Proposal will be deemed as "non-responsive and it will not be further considered.

3. Evaluation Criteria.

An evaluation committee shall review and rank each of the offeror's proposals, using the method of evaluation described in this request for proposal. The evaluation committee shall submit their list of ranked offerors proposals to the Executive Director. The Executive Director shall interview the highest ranked cost proposal first, and if the interview is successful, make a recommendation to the Board of Commissioners to award a single Contract to the most competent responsive and responsible offeror submitting a form of proposal in accordance with

the proposal evaluation criteria. Proposals will be evaluated based on the following criteria for which 100 points may be assigned.

ASSET PROPERTY MANAGEMENT AND MAINTENANCE SERVICES

Evaluation Criteria	Assigned Weights
<p>Qualifications: Special attention will be given to the Respondent's experience in the maintenance services for multi-family and senior housing. Clear identification of qualifications, capabilities, and demonstrated successes in facilities or maintenance management & maintenance of multi-family and senior housing, or other assisted housing and specifically, public housing.</p>	25
<p>Maintenance Work Plan: This must be clearly defined for the specific SHC developments to be managed by the Respondent.</p>	25
<p>Resident Participation and Training Programs: Demonstrated success in the areas of resident participation, resident council interfacing, resident job training, resident participation in maintenance operations. See attached SHC Section 3 Policy.</p>	10
<p>Fees and other cost factors: Cost Range, on a firm fixed fee basis, Vendor basic hourly rates to which SHC will be billed up to but not exceeding any fixed maximum amount for professional asset property management services, listed as follows:</p> <ul style="list-style-type: none"> • Principal (owner, partners and corporate principals) • Maintenance Managers • Field or Maintenance Technicians • Other Staff 	30
<p>Small, Minority, Women-Owned Business Representations/Ownership</p>	10
<p>TOTAL</p>	100

Note: First the highest ranked proposal will be interviewed. SHC, at its sole discretion, may decide to interview the next highest ranked respondents if required.

RFP SUBMISSION

Submission:

- RFP must be submitted to the Saginaw Housing Commission no later than **2:00 p.m. May 17, 2022.**
- Submissions must be submitted via email in pdf format:

Jessica Pittman, MPA, RHM
Deputy Director
PO BOX 3225
Saginaw, MI 48605
jpittman@saginawhousing.org

- a. Each copy of the RFP must contain a signature of an authorized representative of the Respondent.
- b. All corrections made on the RFP must be initialed by the authorized representative of the Respondent.
- c. The company name must appear on the cover sheet. The RFP must include all documents, materials and information required herein.
- d. The RFP must contain resumes for each professional that the Respondent will assign to the projects. Including the following data and any other information for each professional person that the respondent deems relevant:
 - i. Years of experience in providing services
 - ii. Education
 - iii. Professional registrations, certifications and affiliations
 - iv. Project-specific experience, with focus on public projects
 - v. Qualifications and experience; in the services to be provided, and for each project listed, the name of the firm where employed.
 - vi. Identify resources for training and mentoring of contractors.
- e. An evaluation committee shall review and rank each of the offeror's proposals, using the method of evaluation described in this request for proposal. The evaluation committee shall submit their list of ranked offerors proposals to the Executive Director. The Executive Director shall interview the highest ranked cost proposal first, and if the interview is successful, make a recommendation to the SHC Board of Commissioners to award a single Maintenance/Janitorial Contract to the most competent responsive and responsible offeror submitting a form of proposal in accordance with the proposal evaluation criteria.

1. Supplemental Information

- a. The Respondent may supplement the RFP by attaching additional sheets (on company letterhead), for the purpose of adding or otherwise explaining any further conditions to be considered. The supplemental attachments will be reviewed, accepted, rejected or further considered by SHC's Evaluation Committee, prior to any further action on the RFP.
- b. After each Respondent has been evaluated and ranked, SHC will determine the most qualified Asset Property Management and Maintenance Firm whose services, property operating budgets and reasonable fees will best match SHC's specific needs.
- c. The Respondent's RFP that is selected by this process will then be recommended to SHC's Board of Commissioners for final action.

2. Preparation of RFP

- a. Respondents are expected to examine all elements of the RFP including the Scope of Services, submission requirements, evaluation criteria, and equal opportunity compliance requirements, and all instructions prior to preparing the RFP. Failure to do so will be at the Respondent's risk.
- b. Offers for services other than those specified will not be considered.
- c. All costs incurred, directly or indirectly, by the Respondent including, travel, preparation, submission and miscellaneous expenses, in response to this RFP will be the sole responsibility of the Respondent and will be borne by the Respondent.

3. Mistakes in Proposals

- a. If a mistake in a RFP is suspected or alleged, the RFP may be corrected, at the sole discretion of SHC, or withdrawn during any interviews that are held.
- b. The Respondent may be permitted to correct a mistake in its RFP and the intended correct RFP may be considered if the mistake and the intended correction are clearly evident on the face of the RFP; or the mistake is not clearly evident on the face of the RFP, but the Respondent submits written evidence which clearly and convincingly demonstrates both the existence of a mistake and the intended offer, and such correction would not be contrary to the fair and equal treatment of other Respondents.
- c. Mistakes discovered after an ultimate award will not be corrected unless the Contracting Officer or Designated Alternate makes a written determination that it would be disadvantageous to SHC not to allow the mistake to be corrected.

4. Attachments

- a. Each written or other document referred to in this RFP that is herewith issued as an Enclosure, or otherwise designated herein, and is hereby made a part of this
- b. The Respondent is required to complete the certifications and representations attached hereto as part of the package and will be subject to the requirements therein.

5. Confidentiality

- a. There will be no public opening of RFP. All RFPs and information concerning same will remain confidential until all interview(s) are completed and the Notice of Award is issued.
- b. Respondents are hereby notified that all RFPs received by SHC will be included as part of the official contract file. Therefore, any part of the RFP document that is not

considered confidential, privileged or proprietary under any applicable Federal, State or local law will be available for public inspection upon completion of the procurement process.

- c. Notwithstanding the foregoing, the applicable provisions of Federal, State and local laws will govern the confidentiality of RFPs despite anything contrary to this provision stated in the RFP.

6. Request for Additional Information

In assessing the Respondent's RFP, SHC may request the Respondent(s) to submit additional information, statements, and/or other documentation regarding any of the factors above enumerated. Failure of such Respondent to provide such additional information within the time requested by SHC may render the Respondent ineligible for award.

SPECIAL TERMS AND CONDITIONS

After the consummation of the contract with the successful Respondent, work must commence within thirty (30) calendar days from the dated Notice to Proceed Letter,

1. Term of Property Maintenance and Janitorial Agreement.

- a. An evaluation committee shall review and rank each of the offeror's proposals, using the method of evaluation described in this request for proposal. The evaluation committee shall submit their list of ranked offerors proposals to the Executive Director. The Executive Director shall interview the highest ranked cost proposal first, and if the interview is successful, make a recommendation to the SHC Board of Commissioners to award a single Housing Maintenance/Janitorial Service Contract to the most competent responsive and responsible offeror submitting a form of proposal in accordance with the proposal evaluation criteria. Proposals will be evaluated based on the enclosed criteria for which 100 points may be assigned.
- b. The Contract renewals may be subject to HUD approval. The term may be amended in writing by mutual agreement of the parties.

2. PERSONNEL

In submitting a Proposal the Respondent represents that the personnel described in the proposal and submission packages will be available to perform the services described, barring illness, accident, or other unforeseeable events of a similar nature. In such a circumstance, the Respondent(s) must be able to provide qualified replacements.

- a. All personnel will be considered to be at all times, the sole employee to the Respondent under its sole direction, and not employee or agents of SHC.
- b. The Respondent will carefully screen employees prior to placement on SHC properties and must provide reasonable information to SHC regarding personnel if so requested.

3. Rules, Regulations, and Licensing Requirements.

- a. The Respondent and its staff must possess all required occupational license(s).
- b. In addition, the Respondent must comply with all laws, ordinances, and regulations applicable to the services contemplated herein, especially those applicable to conflict of interest.
- c. Federal, State and Local Government laws, ordinances, codes, rules, and regulations that may in any way affect the services to be provided.

4. Assignment.

The successful Respondent will not enter into any subcontracts, retain consultants, or assign, transfer, convey, sublet, or otherwise dispose of the ensuring Contract, or any of its rights, title, or interest therein, nor its power to execute such Contract to any person, company, corporation, or other business entity (either public or privately operated) without the prior written consent of SHC.

5. Bonding and Insurance Requirements.

The successful Respondent will be required to furnish at least the minimum Coverage as outlined below:

- a. The Proposal package must include evidence of the Respondent's ability to provide Worker's Compensation Insurance; General Liability Insurance; Comprehensive Automobile Liability Insurance; Fidelity Bond and if applicable to the services requested hereunder, Professional Liability (Errors and Omissions) Insurance coverage.
 - Workers' Compensation, in accordance with State or Territorial Workers Compensation Laws.
 - Commercial General Liability with a combined single limit of bodily injury and property damage of not less than \$1,000,000 per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of any equipment required to perform the service, and vehicles on the site(s) not covered under Automobile Liability as listed below. If the Contractor has a "claim-made" policy, then the following additional requirements apply: The policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract.
 - Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$1,000,000 per occurrence.
- b. Such insurance will be procured from a company licensed to do business in the State of Michigan.
- c. SHC must be named as an additional insured on all policies and the policy must provide that the coverage may not be canceled without notice to SHC at least thirty (30) days before the effective date of such cancellation.
- d. Respondent will furnish to SHC a certified copy of the Bond or Certificate of Insurance for the policy or policies covering all work or services under the proposed contract as evidence that the required bond/insurance is maintained and in force for the entire duration of the contract.

- e. SHC may, at its sole discretion, immediately cancel the contract award without prior notice to a successful Respondent upon any failure to timely submit any or all of the required Bond documentation or Certificates of Insurance and any and all other documents required under the proposed contract. In such case, any and all existing agreements between SHC and the successful respondent will immediately become null and void upon such cancellation.
- f. At the completion of each monthly service period the Respondent may submit a billing invoice for payment based upon the services rendered during the prior month. Such invoicing will document the personnel, rates and dates of service.
- g. The Proposal package must include evidence of the Respondent's ability to provide Worker's Compensation Insurance; General Liability Insurance; Comprehensive Automobile Liability Insurance; Fidelity Bond and if applicable to the services requested hereunder, Professional Liability (Errors and Omissions) Insurance coverage.

- h. In accordance with the SHC Safety and Health Program, the Respondent will submit with the proposal any the identification of manufactures materials on all the proposed chemicals to be used by the Respondent. These chemicals must be used in accordance with the manufacturer's specifications. SHC reserves the right to review, approve or reject the use of any chemicals used by the Respondent. All chemicals used must meet all applicable Federal, State and Local health codes or regulations.

6. INDEMNIFICATION

The Respondent is responsible for the actions or inactions of the Respondent's employees. In acceptance of a contract award, the Respondent defends, indemnifies, and saves the SHC from all suits, actions and damages or costs, of every name and description to which the SHC may be subject by reason of injury to person(s) (bodily injury, including death) or property as result of the work, whether caused by negligence, carelessness or willingness on the part of the Respondent, his/her employees or agents, or other causes.

7. RESERVE RIGHTS of SHC

SHC reserves the right to accept part, all, or reject the whole of any and all proposal RFPs submitted and to waive any technicalities. SHC will make its award or reject all proposal RFPs within ninety (90) days from the date of the receipt of the proposal RFPs.

8. HUD APPROVAL

The Respondent is advised that fee, contract award, contract documents, notice of award, notice-to-proceed, and payment for services may be subject to HUD approval, and withholding of contract approval by HUD will immediately nullify the contract without liability by either party, irrespective of whether the contract was executed by any one or both parties. The successful Respondent will be equitably compensated for any work performed and accepted by SHC pursuant to such Notice to Proceed up to the date of contract nullification.

SUBMITTAL 1

STATEMENT

PROPERTY MAINTENANCE/JANITORIAL FIRM

QUALIFICATIONS

AND PROPERTY MAINTENANCE WORK PLAN

**STATEMENT
OF
PROPERTY MAINTENANCE FIRM QUALIFICATIONS
AND
PROPERTY MAINTENANCE WORK PLAN**

The Saginaw Housing Commission shall review each proposer's qualifications to provide Property Maintenance and Janitorial Services for the Saginaw Housing Commission, in its operation of federally subsidized housing programs.

Interested Firms or Individuals should respond with a proposal that evidence a clear understanding of the required services, demonstrates the respondent's ability to perform the services and includes response to questions in the order listed as follows:

1. Name of the your Firm
2. Permanent Corporate Office Address.
3. When organized and if a corporation, which state.
4. Provide a description of the firm including any joint venture partnerships.
5. Provide a profile or resume of principal (s), officers, key staff members of your firm. Identify key accomplishments of your firm, particularly in the property maintenance and janitorial services provided to multi-family or senior Housing Developments.
6. List all housing or facilities that you/your firm is providing services for, by the Proposer(s), with the name and contract representative of the property owners (who may be contacted as references), the length of the contract, address of the property, type of program, type of property (elderly, family, mixed income), number of units. Has your firm ever been placed on the U.S. Department of Housing and Urban Development (HUD) List of Debarred, Suspended and Ineligible Participants, if so explain?
7. Has your firm ever failed to complete or default on a contract?
8. What licenses does your firm have relative to this work?
9. Demonstration of your firms' knowledge in implementing a clear concise Work Plan to provide maintenance services for multi family and elderly housing units in the city of or County Saginaw rental market. Work Plan Elements are listed as follows:

PROPERTY MAINTENANCE AND JANITORIAL WORK PLAN ELEMENTS

1. Relationship of SHC to the Maintenance Firm/Company
 - a) Delegation of Authority
 - b) On-Site Property Manager or Assistant Manager
 - c) Personnel – Staffing – Training (provide proposed staffing organizational chart and staff resumes, including Resident positions)
2. Employees
 - a) On-Site Employees
 - b) Your Company Employment Policies
3. Enforcement of Leases
4. Maintenance and Repair
 - a) Routine Maintenance Service Programs
 - b) Preventive Maintenance Service
 - c) Extraordinary Maintenance Service
 - d) Emergency Request Service/On-Call
 - e) Maintenance Purchases and approval of expenditures
 - f) Vacant Unit Turnover Process
5. Records and Reports
 - a) Establish Comprehensive Report System
 - Annual and Monthly Maintenance Inventory
 - Monthly Work Order Reports-Completed and Outstanding
 - Monthly Maintenance Operations Report
 - Resident Maintenance Charges
6. Resident and Management Relations
7. On-Site Maintenance Facilities
8. Compliance with Government Rules and Regulations
9. Your Non-Discrimination Policy
10. Compliance with SHC Section 3 Policy

Appendix: Work Plan Submittal

- **Fee Structure**
- **Appropriate Staff and or Employees**
- **Maintenance Administration**
- **On-Site Staff Maintenance and Janitorial Job Descriptions**
- **Business References**

SUBMITTAL 2

**Equal Employment Opportunity
and SHC Section 3 Policy
AND
AFFIRMATIVE ACTION PROGRAM**

**EQUAL EMPLOYMENT OPPORTUNITY
Policy Statement**

It is agreed that if awarded this project, that we _____
_____ as Contractor and all subcontractors for this project will not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status; or because of a handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. Breach of its covenant may be regarded as a material breach of the Contract.

Signature of authorized individual

Date

Printed Name and Title

SAGINAW HOUSING COMMISSION

SECTION 3 OPPORTUNITIES POLICY

It is the intent of the Saginaw Housing Commission to enhance our residents' economic well being by using resources from all procurement areas. These initiatives are designed to clearly articulate the requirements for resident hiring, training and contracting opportunities as outlined in SHC's Section 3 Program policy. They are also created to develop and/or strengthen administrative procedures for facilitating contractors' capacity to fulfill SHC's stated requirements.

In order to implement a more effective approach that will ensure SHC and area Section 3 residents receive direct financial benefits through the Commission's procurement program, staff have recently developed and recommend several policy initiatives or changes that require Board of Commissioners review and approval. These recommendations are detailed below:

I. POLICY INITIATIVE-Procurement Documents

Include the contractor's commitment to meet the Commission's resident hiring requirements as one of the ranked criteria in all Request For Proposals (RFP) not to exceed either 20% of the total points assigned or 25 points, whichever methodology generates the less points overall.

If a bidder /proposal fails to submit Schedule A and the related data, such bidder/proposal will be declared as non-responsive.

For Invitations For Bids (IFB) where awards are made to the lowest, responsive and responsible bidder, the bidder's commitment to satisfy the Commission's resident hiring requirements will be a factor to use in determining whether the bidder is "responsible".

For both RFPs and IFBs, contractor shall be required to detail the cost of the bid or proposal by separately categorizing contract cost by labor (person hours and dollar amounts) and materials.

II. POLICY MODIFICATION-Resident Hiring Requirements

Establish higher resident hiring requirements for application to all Commission service contracts with labor component. In view of the Board's desire to provide SHC residents with increased employment opportunities, staff recommends the following scale for resident hiring on all service contracts containing labor component: *When the lowest responsive bid is less than \$100,000- 10% of that bid, or \$9000 or as follows below :*

<u>AMOUNT FOR SERVICE CONTRACT</u>	<u>RESIDENTS' % OF TOTAL LABOR DOLLARS (The lesser of the two)</u>
At least \$100,000 but less than \$200,000	9% or \$16,000
\$200,000 but less than \$300,000	8% or \$21,000
\$300,000 but less than \$400,000	7% or \$24,000
\$400,000 but less than \$500,000	6% or \$25,000
\$500,000 but less than \$ 1Million	5% or \$40,000
\$1 Million or More	Minimum \$85,000 or 4% of lowest responsive bid

With this sliding scale formula, it is expected that an appropriate number of residents with particular qualifications or a willingness to begin unskilled labor will be able to participate in SHC contracted labor efforts.

A prime contractor through his/her subcontractor may satisfy the Commission's resident hiring requirements set forth above.

III. POLICY INITIATIVE-Definition of Direct and Indirect Means of Meeting Resident Hiring Requirements.

There may be situations when the Commission in its best interest may need to award a contract to a business entity that would not be able to directly meet the resident hiring requirements. Accordingly, specific means to enable the contractor to indirectly meet the resident hiring requirements have been drafted. Application of the indirect means shall be followed in this order of progression:

Indirect Resident Participation

- a. Incurs the cost of providing skilled training for residents in an amount commensurate with the above sliding scale. Such training shall be determined after consultation with the Commission.
- b. In consultation with the Commission , provides economic opportunities to establish, stabilize or expand resident owned business concerns which shall include micro-enterprises. Such opportunities include, but are not limited to; the formation of joint ventures with resident-owned businesses, or the purchase of supplies and materials from resident-owned businesses, or the establishment of or contribution to a revolving loan fund for resident-owned businesses.
- c. Contribute to the Commission's Section 3 Educational Fund in an amount commensurate with the Section 3 Labor Cost sliding scale.

If a prime contractor is unable to satisfy the Commission's resident hiring requirements using these indirect means, the requirements may be satisfied through any subcontractors that may be involved in the project.

IV. POLICY REINFORCEMENT-Supporting Enforcement

To facilitate the Commission's decision-making process pertaining to determining applicable percentages for resident hiring and whether a direct or indirect method should be implemented for a particular contract, enforcement strategies are proposed or set forth in Section VI below.

The SHC will conduct a Contract Award Conference (CAC) whose objective shall be to impart critical information to the contractor prior to commencement of the work/project. The following contract requirements shall be discussed in detail: Davis-Bacon, Minority and Women Business Participation and Resident Hiring.

The Contract Award Conference (CAC) shall be comprised of the Executive Director or his designee, the Maintenance Supervisor, the FSS Coordinators, and the Administrator of Business Operations. The CAC shall require that each potential contractor certify to his/her understanding of the terms and conditions of the contract as they pertain to Davis-Bacon, Resident Hiring and Minority and Women Business participation.

V. POLICY REINFORCEMENT-Monitoring and Enforcement Authority and Responsibility

The Contract Compliance officer who shall be designated by the Executive Director will carry out the function of monitoring and enforcing resident hiring. The Contract Compliance officer shall carry out all field activity and shall develop and implement monitoring strategies required to accomplish the contract monitoring function.

The Contract Compliance Officer shall contact the Executive Director, the Maintenance Supervisor, and the Administrator of Business Operations of instances of non-compliance. Together, these SHC units will review each notification of non-compliance and work with the contractor/vendor to seek immediate voluntary compliance. In the event that immediate voluntary compliance cannot be obtained, the following enforcement mechanisms are provided in progressive order.

VI POLICY INITIATIVE-Enforcement Strategies

Progressive enforcement measures that the Commission may exercise at its sole election and discretion include, but not limited to:

1. Withholding some or all future contract payments pertaining to the contract determined to be in non-compliance as well as all other contracts the vendor may have with the Commission until compliance has been determined; the amount of payment to be withheld shall be equal to the difference between Resident Hiring as a percentage of Total Labor Dollars pursuant to the sliding scale set forth herein and the amount the contractor has not satisfied.

- a. When voluntary compliance can not be achieved, a portion of the contractor's final payment will be withheld in liquidated damages for violating the terms and conditions of

the contract; liquidated damages shall be equal to the amount of the contract's labor costs designated for residents minus the non-compliance amount. Further, this amount shall be deducted from the final payment and deposited in the Commission's Section 3 Educational Fund for residents. By executing a contract with the Commission containing the foregoing provision, contractors will be deemed to have voluntarily agreed to the foregoing liquidated damages provision not as a penalty but as reasonable damages the SHC may incur as a result of the contractor's non-compliance with Section 3 requirements.

- i. Refusal of all future offers or proposals shall be in effect for a period of six (6) months to three (3) years; and the Purchasing Division shall recommend the duration of such debarment to the Executive Director for approval prior to the debarment taking effect.
- ii. If the same contractor incurs three (3) resident hiring violations, the Commission may refuse to consider all future bids or offers submitted by such contractor for contracts.
- iii. Vendors/Contractors have the right to due process under the Commission's administrative protest procedures to seek resolution of resident hiring non-compliance.
- iv. If the vendor/contractor deems the internal protest procedures to be unsatisfactory and seeks resolution in a court of law, the contractor/vendor shall be solely responsible for both his and the Authority's court cost and attorney fees.

DEFINITION

For participation in the Resident Hiring effort, a resident is defined as anyone who is residing in a SHC development and is listed on a written lease executed by the Saginaw Housing Commission.

**Saginaw Housing Commission
PO BOX 3225
Saginaw, MICHIGAN**

RE: _____
(Contract Name & Number)

**EQUAL EMPLOYMENT OPPORTUNITY POLICY
and AFFIRMATIVE ACTION PROGRAM**

It is the policy of _____
(Respondent's Name)

to assure equal employment opportunity, irrespective of age, ancestry, race, color, creed, religious affiliation/belief/opinion, marital status, mental/physical disability, sex/sexual orientation or national origin

- (a) in the hiring, placement, upgrading, transfer, or demotion of any person;
- (b) in recruiting, advertising, or solicitation for employment of any person; in the treatment during employment of any person;
- (d) in the rate of pay or other forms of compensation of any person;
- (e) in the selection for training of any person;
- (f) in the layoff or termination of employment of any person.

In order to ensure the implementation of this policy, the Respondent must include the following affirmative action procedures:

- (1) Advertise in newspapers that serve minority groups and state in all advertising that the Respondent is an equal opportunity employer.
- (2) Encourage present employees to refer minority applicants.
- (3) Advise all supervisory staff members that recommendations for promotion or placement for qualified employees or applicants should be made without discrimination against an individual who is a member of a Federally or Michigan State recognized minority group.
- (4) Advise all supervisory staff members to hire persons of minority groups, if qualified
- (5) Send a copy of the Respondent's policy and program to sub-contractors and suppliers, and, request the assistance of sub-contractors with the implementation of the policy.
- (6) Hold regular job site discussions between Respondent's Equal Employment Opportunity Officer, _____, (provide name of Officer) and

Respondent's project manager, superintendents, and foremen to ensure implementation of equality obligations.

- (7) Practice a thorough follow-up for affirmative action procedures to achieve equal employment opportunity and to assure the best results.) This Respondent will actively and continuously solicit the assistance of community agencies having cognizance of qualified individuals or minority groups seeking employment for consideration in connection with the hiring of persons by the Respondent for the performance of any work concerning, or pertaining to, or a part of, the above project.

(Respondent/Contractor)

Date _____

By _____
(Type or Print Name)

(Signature)

Title _____

SUBMITTAL 3

SMALL, MINORITY OR WOMEN-OWNED
BUSINESS ENTERPRISE POLICY

MINORITY BUSINESS ENTERPRISE POLICY

CONTRACTOR'S CERTIFICATION

Project Name: _____

I have read and fully understand HUD's policy with respect to the participation of minority businesses in connection with HUD-assisted projects and activities.

I hereby certify that I will take positive steps to utilize minority-owned firms in the procurement of services and supplies, as well as the award of subcontracts on this project, to the fullest extent consistent with the efficient performance of my contract.

The bidder/offerer represents and certifies that as part of this bid/offer that our firm _____(is) _____(is not) a small business concern. Small business concern being defined as “ a concern that is independently owned and operated, and 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.”

The bidder/offerer represents and certifies that as part of this bid/offer that our firm _____(is) _____(is not) a women-owned business concern . Women owned business concern is defined as “ small business that is at least 51 percent owned by a woman or women who are U.S. Citizens, who also control and operate the business.

The bidder/offerer represents and certifies that as part of this bid/offer that our firm _____(is) _____(is not) a Minority Business Enterprise, which pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one of more minority group members, and whose management and daily operations are controlled by one or more of such individuals. For the purposes of definition, minority group members are : *Check applicable item*

_____ Black Americans	_____ Hispanic Americans
_____ Native Americans	_____ Asian Pacific American
_____ Asian Indian American	_____ Hasidic Jewish American

I further certify that I have received and read the HUD Area Office Guide for Contractors' Minority Business Enterprise Program. I will undertake a program to facilitate the participation of minority firms. I will report all such expenditures to HUD.

(Contractor) Date: _____

By: _____ Title: _____
(Signature)

(Type or Print Name)

SUBMITTAL 4

HUD FORM 2530
PREVIOUS PARTICIPATION

Previous Participation Certification

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

U.S. Department of Agriculture
Farmers Home Administration

OMB Approval No. 2502-0118
(exp. 7/31/2006)

Part I To be completed by Principals of Multifamily Projects. See Instructions Reason for Submitting Certification			For HUD HQ/FmHA use only		
1. Agency Name and City where the application is filed			2. Project Name, Project Number, City and Zip Code contained in the application		
3. Loan or Contract Amount	4. Number of Units or Beds	5. Section of Act	6. Type of Project (check one) <input type="checkbox"/> Existing <input type="checkbox"/> Rehabilitation <input type="checkbox"/> Proposed (New)		

List of All Proposed Principal Participants

7. Names and Addresses of All Known Principals and Affiliates (people, businesses & organizations) proposing to participate in the project described above. (list names alphabetically; last, first, middle initial)	8. Role of Each Principal in Project	9. Expected % Ownership Interest in Project	10. Social Security or IRS Employer Number

Certifications: I (meaning the individual who signs as well as the corporations, partnerships or other parties listed above who certify) hereby apply to HUD or USDA-FmHA, as the case may be, for approval to participate as a principal in the role and project listed above based upon my following previous participation record and this Certification.

I certify that all the statements made by me are true, complete and correct to the best of my knowledge and belief and are made in good faith, including the data contained in Schedule A and Exhibits signed by me and attached to this form.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

I further certify that:

1. Schedule A contains a listing of every assisted or insured project of HUD, USDA-FmHA and State and local government housing finance agencies in which I have been or am now a principal.
2. For the period beginning 10 years prior to the date of this certification, and except as shown by me on the certification.
 - a. No mortgage on a project listed by me has ever been in default, assigned to the Government or foreclosed, nor has mortgage relief by the mortgagee been given;
 - b. I have not experienced defaults or noncompliances under any Conventional Contract or Turnkey Contract of Sale in connection with a public housing project;
 - c. To the best of my knowledge, there are no unresolved findings raised as a result of HUD audits, management reviews or other Governmental investigations concerning me or my projects;
 - d. There has not been a suspension or termination of payments under any HUD assistance contract in which I have had a legal or beneficial interest;
 - e. I have not been convicted of a felony and am not presently, to my knowledge, the subject of a complaint or indictment charging a felony.
- (A felony is defined as any offense punishable by imprisonment for a term exceeding one year, but does not include any offense classified as a misdemeanor under the laws of a State and punishable by imprisonment of two years or less);
- f. I have not been suspended, debarred or otherwise restricted by any Department or Agency of the Federal Government or of a State Government from doing business with such Department or Agency.
- g. I have not defaulted on an obligation covered by a surety or performance bond and have not been the subject of a claim under an employee fidelity bond.
3. All the names of the parties, known to me to be principals in this project(s) in which I propose to participate, are listed above.
4. I am not a HUD/FmHA employee or a member of a HUD/FmHA employee's immediate household as defined in Standards of Ethical Conduct for Employees of the Executive Branch in 5 C.F.R. Part 2635 (57 FR 35006) and HUD's Standard of Conduct in 24 C.F.R. Part O and USDA's Standard of Conduct in 7 C.F.R. Part O Subpart B.
5. I am not a principal participant in an assisted or insured project as of this date on which construction has stopped for a period in excess of 20 days or which has been substantially completed for more than 90 days and documents for closing, including final cost certification have not been filed with HUD or FmHA.
6. To my knowledge I have not been found by HUD or FmHA to be in noncompliance with any applicable civil rights laws.
7. I am not a Member of Congress or a Resident Commissioner nor otherwise prohibited or limited by law from contracting with the Government of the United States of America.
8. Statements above (if any) to which I cannot certify have been deleted by striking through the words with a pen. I have initialed each deletion (if any) and have attached a true and accurate signed statement (if applicable) to explain the facts and circumstances which I think helps to qualify me as a responsible principal for participation in this project.

Typed or Printed Name of Principal	Signature of Principal	Certification Date (mm/dd/yyyy)	Area Code and Telephone No.

This form was prepared by (Please print name) _____ Area Code and Telephone No. _____

Schedule A: List of Previous Projects and Section 8 Contracts. By my name below is the complete list of my previous projects and my participation history as a principal; in Multifamily Housing programs of HUD/FmHA, State, and Local Housing Finance Agencies. **Note:** Read and follow the instruction sheet carefully. Abbreviate where possible. Make full disclosure. Add extra sheets if you need more space. Double check for accuracy. If you have no previous projects write, by your name, **"No previous participation, First Experience."**

1. List each Principal's Name (list in alphabetical order, last name first)	2. List Previous Projects (give the I.D. number, project name, city location, & government agency involved if other than HUD)	3. List Principals' Role(s) (Indicate dates participated, and if fee or identity of interest participant)	4. Status of Loan (current, defaulted, assigned, or foreclosed)	5. Was Project ever in Default, during your participation?		6. Last Mgmt. and/or Physical Inspctr Rating
				Yes	No If "Yes," explain	

Part II – For HUD Internal Processing Only

Received and checked by me for accuracy and completeness; recommend approval or transferral to Headquarters as checked below:

Date (mm/dd/yyyy)	Telephone Number and Area Code	<input type="checkbox"/> A. No adverse information; form HUD-2530 approval is recommended.	<input type="checkbox"/> C. Disclosure or Certification problem
Staff	Processing and Control	<input type="checkbox"/> B. Name match in system	<input type="checkbox"/> D. Other, our memorandum is attached.
Supervisor	Director of Housing / Director, Multifamily Division	Approved <input type="checkbox"/> Yes <input type="checkbox"/> No	Date (mm/dd/yyyy)

Previous editions are obsolete

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

Carefully read these instructions and the applicable regulations. A copy of those regulations published at 24 C. F.R. 200.210 to 200.245 can be obtained from the Multifamily Housing Representative at any HUD Office. Type or print neatly in ink when filling out this form. Mark answers in all blocks of the form. If the form is not filled completely, it will delay approval of your application.

Attach extra sheets as you need them. Be sure to indicate “Continued on Attachments” wherever appropriate. Sign each additional page that you attach if it refers to you or your record. If you have many projects to list (20 or more) and expect to be applying frequently for participation in HUD projects, you should consider filing a Master List. See Master List instructions below under “Instructions for Completing Schedule A.”

Carefully read the certification before you sign it. Any questions regarding the form or how to complete it can be answered by your HUD Office Multifamily Housing Representative.

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

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

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

Who Must Sign and File Form HUD-2530: Form HUD-2530 must be completed and signed by all parties applying to become principal participants in HUD multifamily housing projects, including those who have no previous participation. The form must be signed and filed by all principals and their affiliates who propose participating in the HUD project. Use a separate form for each role in the project unless there is an identity of interest.

Principals include all individuals, joint ventures partnerships, corporations, trusts, nonprofit organizations, any other public or private entity that will participate in the proposed project as a sponsor, owner, prime contractor, turnkey developer, managing agent, nursing home administrator or operator, packager, or consultant. Architects and attorneys who have any interest in the project other than an arms length fee arrangement for professional services are also considered principals by HUD.

In the case of partnerships, all general partners regardless of their percentage interest and limited partners having a 25 percent or more interest in the partnership are considered principals. In the case of public or private corporations or governmental entities, principals include the president, vice president, secretary, treasurer and all other executive officers who are directly responsible to the board of directors, or any equivalent governing body, as well as all directors and each stockholder having a 10 percent or more interest in the corporation.

Affiliates are defined as any person or business concern that directly or indirectly controls the policy of a principal or has the power to do so. A holding or parent corporation would be an example of an affiliate if one of its subsidiaries is a principal.

Exception for Corporations — All principals and affiliates must personally sign the certificate except in the following situation. When a corporation is a principal, all of its officers, directors, trustees and stockholders with 10 percent or more of the common (voting) stock need not sign personally if they all have the same record to report. The officer who is authorized to sign for the corporation or agency will list the names and title of those who elect not to sign. However, any person who has a record of participation in HUD projects that is separate from that of his or her organization must report that activity on this form and sign his or her name. The objective is **full** disclosure.

Exemptions — The names of the following parties do not need to be listed on form HUD-2530: Public Housing Agencies, tenants, owners of less than five condominium or coopers-five units and all others whose interests were acquired by inheritance or court order.

Where and When Form HUD-2530 Must Be Filed: The original of this form must be submitted to the HUD Office where your project application will be processed at the same time you file your initial project application. This form must be filed with applications for projects, or when otherwise required in the situations listed below:

- Projects to be financed with mortgages insured under the National Housing Act (FHA).
- Projects to be financed according to Section 202 of the Housing Act of 1959 (Elderly and Handicapped).
- Projects in which 20 percent or more of the units are to receive a subsidy as described in 24 C.F.R. 200.213.
- Purchase of a project subject to a mortgage insured or held by the Secretary of HUD.
- Purchase of a Secretary-owned project.
- Proposed substitution or addition of a principal, or principal participation in a different capacity from that previously approved for the same project.
- Proposed acquisition by an existing limited partner of an additional interest in a project resulting in a total interest of 25 percent or more, or proposed acquisition by a corporate stockholder of an additional interest in a project resulting in a total interest of 10 percent or more.
- Projects with U.S.D.A., Farmers Home Administration, or with state or local government housing finance agencies that include rental assistance under Section 8 of the Housing Act of 1937. For projects of this type, form HUD-2530 should be filed with the appropriate applications directly to those agencies.

Review of Adverse Determination: If approval of your participation in a HUD project is denied, withheld, or conditionally granted on the basis of your record of previous participation, you will be notified by the HUD Office. You may request reconsideration by the HUD Review Committee. Alternatively, you may request a hearing before a Hearing Officer. Either request must be made in

writing within 30 days from your receipt of the notice of determination.

If you do request reconsideration by the Review Committee and the reconsideration results in an adverse determination, you may then request a hearing before a Hearing Officer. The Hearing Officer will issue a report to the Review Committee. You will be notified of the final ruling by certified mail.

Specific Line Instructions:

Reason for submitting this Certification: e.g., refinance, management, change in ownership, transfer of physical assets, etc.

Block 1: Fill in the name of the agency to which you are applying. For example: HUD Office, Farmers Home Administration District office, or the name of a State or local housing finance agency. Below that, fill in the name of the city where the office is located.

Block 2: Fill in the name of the project, such as “Greenwood Apts.” If the name has not yet been selected, write “Name unknown.” Below that, enter the HUD contract or project identification number, the Farmers Home Administration project number, or the State or local housing finance agency project or contract number. Include **all** project or contract identification numbers that are relevant to the project. Also, enter the name of the city in which the project is located, and the ZIP Code of the site location.

Block 3: Fill in the dollar amount requested in the proposed mortgage, or the annual amount of rental assistance requested.

Block 4: Fill in the number of apartment units proposed, such as “40 units.” For hospital projects or nursing homes, fill in the number of beds proposed, such as “100 beds.”

Block 5: Fill in the section of the Housing Act under which the application is filed.

Block 7: Definitions of all those who are considered principals and affiliates are given above in the section titled “Who Must Sign and File

Block 8: Beside the name of each principal, fill in the role that each will perform. The following are possible roles that the principals may perform: Sponsor, Owner, Prime Contractor, Turnkey Developer, Managing Agent, Packager, Consultant, General Partner, Limited Partner (include percentage), Executive Officer, Director,

Trustee, Major Stockholder, or Nursing Home Administrator. Beside the name of each affiliate, write the name of the person or firm of affiliation, such as "Affiliate of Smith Construction Co."

Block 9: Fill in the percentage of ownership in the proposed project that each principal is expected to have. Also specify if the participant is a general or limited partner. Beside the name of those parties who will not be owners, write "None."

Block 10: Fill in the Social Security Number or IRS employer number of every party listed, including affiliates.

Instructions for Completing Schedule A:

Be sure that Schedule A is filled-in completely, accurately and the certification is properly dated and signed, because it will serve as a legal record of your previous experience. All Multifamily Housing projects involving HUD/ FmHA, and State and local Housing Finance Agencies in which you have previously participated **must** be listed. Applicants are reminded that previous participation pertains to the individual principal within an entity as well as the entity itself. A newly formed company may not have previous participation, but the principals within the company may have had extensive participation and disclosure of that activity is required. To avoid duplication of disclosure, list the project and then the entities or individuals involved in that project. You may use the name or a number code to denote the entity or individual that participated. The number code can then be used in column 3 to denote role.

Column 2 List the project or contract identification of each previous project. **All previous projects must be included or your certification cannot be processed.** Include the name of all projects, the cities in which they are located and the government agency (HUD, USDA-FmHA or State or local housing finance agency) that was involved. At the end of your list of projects, draw a

straight line across the page to separate your record of projects from that of others signing this form who have a different record to report.

Column 3 List the role(s) of your participation, dates participated, and if fee or identity of interest with owners.

Column 4 Indicate the current status of the loan. Except for current loans, the date associated with the status is required. Loans under a workout arrangement are considered assigned. An explanation of the circumstances surrounding the status is required for all non-current loans.

Column 5 Explain any project defaults during your participation.

Column 6 Enter the latest Management and/or Physical Inspection Review rating. If either of the ratings are below average, the report issued by HUD is required to be submitted along with the applicant's explanation of the circumstances surrounding the rating.

No Previous Record: Even if you have never participated in a HUD project before, you must complete form HUD-2530. If you have no record of previous projects to list, fill in your name in column 1 of Schedule A, and write across the form by your name — "No previous participation, **first experience.**"

Master List System: If you expect to file this form frequently and you have a long list of previous projects to report on Schedule A, you should consider filing a Master List. By doing so, you will avoid having to list all your previous projects each time you file a new application.

To make a Master List, use form HUD-2530. On page 1, in block 1, enter (in capital letters) the words "Master List." In blocks 2 through 6 enter in "N.A." meaning Not Applicable. Complete blocks 7 through 10.

In the box below the statement of certification, fill in the names of all parties who wish to file Master List together (type or print neatly). Beside each name, every party must sign the form. In the box titled "Proposed Role," fill in "N.A." Also, fill in the date you sign the form and provide a telephone number where you can be reached during the day. No determinations will be made on these certificates.

File one copy of the Master List with each HUD Office where you do business and mail one copy to the following address:

**HUD-2530 Master List
Participation and Compliance
Division —Housing
U.S. Department of Housing and
Urban Development
451 Seventh Street, S.W.
Washington, D.C. 20410**

Once you have filed a Master List, you do not need to complete Schedule A when you submit form HUD-2530. Instead, write the name of the participant in column 1 of Schedule A and beside that write "See Master List on file." Also give the date that appears on the Master List that you submitted. Below that, report all changes and additions that have occurred since that date. Be sure to include any mortgage defaults, assignments or foreclosures not listed previously.

If you have withdrawn from a project since the date the Master List was filed, be sure to name the project. Give the project identification number, the month and year your participation began and/or ended.

Certification:

After you have completed all other parts of form HUD-2530, including Schedule A, read the

Certification carefully. In the box below the statement of certification, fill in the name of all principals and affiliates (type or print neatly). Beside the name of each principal and affiliate, each party must sign the form, with the exception in some cases of individuals associated with a corporation (see "Exception for Corporations" in the section of the instructions titled "Who Must Sign and File form HUD-2530). Beside each signature, fill in the role of each party (the same as shown in block 8). In addition, each person who signs the form should fill in the date that he or she signs, as well as providing a telephone number where he or she can be reached during business hours. By providing a telephone number where you can be reached, you will help to prevent any possible delay caused by mailing and processing time in the event HUD has any questions.

If you cannot certify and sign the certification as it is printed because some statements do not correctly describe your record, use a pen and strike through those parts that differ with your record, then sign and certify to that remaining part which does describe you or your record.

Attach a signed letter, note or an explanation of the items you have struck out on the certification and report the facts of your correct record. Item A(2)(e) relates to felony convictions within the past 10 years. If you have been convicted of a felony within 10 years, strike out all of A(2)(e) on the certificate and attach your statement giving your explanation. A felony conviction will not necessarily cause your participation to be disapproved unless there is a criminal record or other evidence that your previous conduct or method of doing business has been such that your participation in the project would make it an unacceptable risk from the underwriting standpoint of an insurer, lender or governmental agency.

The Department of Housing and Urban Development (HUD) is authorized to collect this information by law (42 U.S.C. 3535(d) and 24 C. F. R. 200.217) and by regulation at 24 CFR 200.210. This information is needed so that principals applying to participate in multifamily programs can become HUD-approved participants. The information you provide will enable HUG to evaluate your record with respect to established standards of performance, responsibility and eligibility. Without prior approval, a principal may not participate in a proposed or existing multifamily project. HUD uses this information to evaluate whether or not principals pose an unsatisfactory underwriting risk. The information is used to evaluate the potential principals and approve only individuals and organizations who will honor their legal, financial and contractual obligations.

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

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

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

SUBMITTAL 5

FORM HUD 5369-B

INSERT INSTRUCTION TO OFFERORS

NON-CONSTRUCTION

Instructions to Offerors

Non-Construction

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

1. Preparation of Offers

(a) Offerors are expected to examine the statement at work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offerors 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;

Previous edition is obsolete

- (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 HAI-IUD.

(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 HM-IUO 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.

HUD FORM 5369 – B
ref. Handbook 7460.8

(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 at the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

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

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

7. Contract Award

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

(b) The HA may

- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the 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.

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

8. Service of Protest

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

9. Offer Submission

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show the offeror 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:

HUD FORM 5369 – B
ref. Handbook 7460.8

SUBMITTAL 6

FORM HUD 5369 – C
CERTIFICATION AND REPRESENTATIONS OF
OFFERORS

Certifications and Representations of Offerors

Non-Construction Contract

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

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

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

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

(c) is, is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

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

(Check the block applicable to you)

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

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

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

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

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

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

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

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

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature

Typed or Printed Name:

Title:

Date

Previous edition is obsolete

form HUD 5369-C (8/93)
ref. Handbook 7460.8

SUBMITTAL 7

FORM HUD 5370 – C
GENERAL CONTRACT CONDITIONS NON-
CONSTRUCTION

General Contract Conditions Non-Construction

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

OMB Approval No. 2577-0180 (exp. 4/30i16)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding 0* burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0180), Washington, D.C. 20503. Do not send this completed form to either of these addresses.

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 at Housing and Urban Development acting for and on behalf of the Secretary.

2. Changes

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

3. Disputes

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

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

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

4. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (1) require the Contractor to deliver to It, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(2) above, and compensation be determined in accordance with the Changes clause; (2) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; and (3) withhold any payments to the Contractor, for the purpose of set-off or partial payment, as the case may be, of amounts owed the HA by the Contractor.

- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.

- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

5. Assignment of Contract

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

6. Certificate and Release

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

7. Examination and Retention of Contractor's Records

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

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

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

8. Organizational Conflicts of Interest

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

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

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

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

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

9. Inspection and Acceptance

(a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

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

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

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

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

11. Interest of Members of Congress

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

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

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

13. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

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

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

"Indian tribe" and "tribal organization" have the meaning provided in section 401 the Indian Self-Determination and Education Assistance Act (25 U.S.C. 45DB). 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 or the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

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

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

“Person” means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit.

This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

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

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

“Regularly employed” means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee, who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person, shall be considered to be regularly employed as soon as he or she is employed by such person for ¶ 30 working days.

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

(b). Prohibition.

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

- (2) The prohibition does not apply as follows:

- (i) Agency and legislative liaison by Own Employees.

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

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

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

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

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

Federal action:

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

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

(ii) Professional and technical services.

- (A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of-
- (1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

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

(B) For purposes of subdivision (b)(2)(i)(A) of clause “professional and technical services” shall be limited to advice and analysis directly applying any professional or technical discipline.

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

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

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

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

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

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

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

(e) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable, in accordance with Part 31 or 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 Circular.

14. Equal Employment Opportunity

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

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

(b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin.

Such action shall include, but not be limited to, (1) employment, (2) upgrading, (3) demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) rates of pay or other forms of compensation, and (8) selection for training, including apprenticeship.

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

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

(e) The Contractor shall send, to each labor union or representative of workers with which It has a collective bargaining agreement or other contractor understanding, the notice to be provided by the Contracting Officer advising the labor union or workers representative of the Contractor's commitments under this clause, and post copies at the notice in conspicuous places available to employees and applicants for employment.

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

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

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

(i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor Issued under Executive Order 11248, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontract or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

15. Dissemination or Disclosure of Information

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

16. Contractor's Status

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

17. Other Contractors

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

18. Liens

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

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

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

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

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

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

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

SUBMITTAL 8

PROPOSAL FORM

**REQUEST FOR PROPOSALS (RFP)
FOR
PROPERTY /MAINTENANCE SERVICES
RFP# 21-05
PROPOSAL FORM**

TO: THE SAGINAW HOUSING COMMISSION:

FIRST That the said Respondent is of lawful age and that no other than said Respondent has any interest therein.

SECOND That no member, officer or employee of the Saginaw Housing Commission during his/her tenure or for one year thereafter will have any interest, direct or indirect, in this contract or the proceeds thereof.

THIRD That this RFP is made without any previous understanding, agreement or connection with any other person, firm or corporation making a RFP for the same purpose, and is in all respect fair and without collusion or fraud.

FOURTH That said Respondent has carefully examined the advertisement for RFP, the instructions and General Scope of Services, and will, if successful in the RFP, furnish and deliver at the price proposed and within the time frame stated, all materials supplies, apparatus, goods, wares, and services for which the contract is awarded.

FIFTH That the price quoted herein is net delivered and exclusive of all taxes from which the Saginaw Housing Commission is exempt.

SIXTH That the cost of said RFP, which meets the requirements as set forth in the instructions and the General Scope of Services aforementioned is also stated in the Proposed Form of Agreement attached hereto.

SEVENTH That receipt is acknowledged of all addenda's up to and including No. _____ (here enter the number of the last addendum received).

EIGHTH That all data, specimen contract, identification card, EEO policy Statement, and any other submittal required by these specifications are herein enclosed.

List breakdown detail of cost for each housing development site, as listed below:

Maintenance and Janitorial Services – Per Building Cost per Month
\$\$\$\$\$ _____

NINTH That, if written notice of acceptance of the RFP is mailed or delivered to the undersigned at the address given below within ninety (90) days after the completion of a contract agreement, the undersigned agrees to execute and deliver the contract agreement in accordance with the contract agreement as accepted in writing ten (10) days after the prescribed forms are presented to the undersigned for signature.

Respondent Name: _____

Signature: _____
(Seal)

Title: _____

Business
Address: _____

City: _____

State: _____

Phone: _____

Fax: _____

E-mail: _____

Date: _____