

# BLUE RIDGE HOUSING AUTHORITY

**Request for Qualifications  
RAD Section 8 Rental Housing Refinancing & Rehabilitation Co-  
Development Partner  
RFQ #2026 - 01**



**Issued by:** Blue Ridge Housing Authority (Georgia)  
**Project:** RAD Section 8 Rental Housing Refinancing and Rehabilitation  
**Services:** Co-developer services for the refinancing and rehabilitation of RAD Section 8 Rental Housing Complex

**Issue Date:** January 19, 2026

**Pre-proposal Conference Date:** February 4, 2026, 10:30AM  
Email [Traver@BlueRidgeHA.org](mailto:Traver@BlueRidgeHA.org) for link to meeting.

**RFQ Questions Due:** February 11, 2026, 4:00PM EST

**Attn:** Traver Aiken, Executive Director

**Proposals Due:** February 27, 2026, at 3:00 p.m. EST. Late submissions will not be accepted.

**Submit Proposals To:** 30 Ouida Street, Building G-1, Blue Ridge, GA 30513 **OR**  
[Traver@BlueRidgeHA.org](mailto:Traver@BlueRidgeHA.org)

**RFQ Contact:** Traver Aiken, [Traver@BlueRidgeHA.org](mailto:Traver@BlueRidgeHA.org), (706) 632-5742 Ext: 3

**Document Availability:** Email Traver Aiken at [Traver@BlueRidgeHA.org](mailto:Traver@BlueRidgeHA.org) or visit [BlueRidgeHA.org](http://BlueRidgeHA.org), [PHADA.org](http://PHADA.org)

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## I. Introduction

### A. Notice

The Blue Ridge Housing Authority (BRHA) requests statements of qualifications from affordable housing development firms ("Co-Developer") to provide co-development services related to refinancing and rehabilitating an existing RAD Section 8 (PBRA) rental housing complex, Fairy Cross Mountain Apartments.

BRHA reserves the right to reject any and all proposals and waive any and all formalities in the best interest of the authority.

***Proposals must be received by February 27, 2026, 3:00 pm EST. Proposals (one (1) original and two (2) copies ) must be submitted in paper format to Blue Ridge Housing Authority, Attn: Traver Aiken, Executive Director, 30 Ouida Street, Building G-1, Blue Ridge, GA 30513 (mailed or delivered in person) OR emailed to Traver@BlueRidgeHA.org. Proposals received after the deadline will not be considered.***

The RFQ document is posted to the BRHA website at BlueRidgeHa.org and/or PHADA.org, and copies may be obtained by emailing Traver Aiken at Traver@BlueRidgeHA.org. Proposers should check the sites for any addenda before submitting their proposal.

## B. Blue Ridge Housing Authority

Established in 1962, the BRHA provides affordable housing opportunities to serve residents of Blue Ridge, Georgia. BRHA is headed by an Executive Director, governed by a five-member Board of Commissioners, and provides housing for low-income families. BRHA owns and manages 48 RAD PBRA Section 8 rental housing units. BRHA has administrative staff and a maintenance team.

The mission of the BRHA is to enhance the Blue Ridge community by creating and sustaining decent, safe, and affordable living environments for lower-income families, the elderly and persons with disabilities; and to foster stability, self-sufficiency and a sense of community and pride in neighborhoods where they reside.

BRHA is also open to setting up new non-profit entities if its co-developer partner determines this would be in the best interest of the development.

## C. RAD Section 8 Rental Housing Complex Refinancing and Rehabilitation: Overview and Goals

BRHA has set out to refinance and rehabilitate its RAD PBRA Section 8 rental housing property, Fairy Cross Mountains. Fairy Cross Mountains closed its RAD PBRA conversion on April 30, 2020 with no repairs completed during the conversion. Many housing authorities who are early adopters of the RAD program, like BRHA, are pursuing refinancing and rehabilitation to refresh their aging properties. Housing authorities who underwent RAD Conversions have unlocked the ability to use conventional financing, allowing for recapitalization of the housing development to fund needed repairs. To further boost income potential and debt leveraging, BRHA plans to apply for an Alternative OCAF adjustment under the Section 8 PBRA voucher program.

Through 2025, BRHA undertook an analysis of its RAD Section 8 rental housing development in partnership with Dominion Due Diligence Group (D3G). That analysis identified opportunities and strategies for refinancing BRHA's 48 RAD PBRA Section 8 housing rental units at Fairy Cross Mountains, including rehabilitation through the Low Income Housing Tax Credit (LIHTC) program. An Alternative OCAF adjustment was anticipated as part of the plans to undergo a recapitalization and rehabilitation that is equal to or greater than 60% of the Hard Construction Cost (HCC) threshold, based on the properties needed repairs. The review also indicated BRHA's financial capacity to address current and projected capital needs and repairs while also strengthening its overall long-term financial position.

Fairy Cross Mountain is comprised of 4 properties and is made up of 21 single story apartment buildings. The properties feature a total of forty-eight (48) RAD Section 8 PBRA rental housing units. According to BRHA records, the buildings were constructed in 1967 and 1982 and are situated upon a total of about 10 acres. The properties are in fair physical condition.

The D3G analysis found that BRHA's opportunity to refinance and rehabilitate the entire RAD PBRA Section 8 rental housing portfolio would be best done through a 4% LIHTC transaction. Implementation of this strategy would rely on securing a turn-key, co-development partner.

## General Property Description

**Project Name:** Blue Ridge Housing Authority  
**Address:** Multiple Addresses, Blue Ridge, GA, 30513  
**Property Type:** Multifamily Apartments  
**Dates of Construction:** 1967 to 1982  
**Combined Land Size:** 10.54 Acres  
**Total Number of Apartment Buildings:** Twenty one (21)  
**Total Number of Accessory Buildings:** Two (2)  
**Gross Building Area:** approximately 44,445 Square Feet  
**Total Number of Dwelling Units:** Forty eight (48)

## Individual Property Descriptions

**Property Name:** Ashe Street and Boardtown Road Development  
**Addresses:** 36-82 Ashe Street & 318-390 Boardtown Road  
**Property Type:** Multi-Family Apartments  
**Dates of Construction:** 1967  
**Land Size:** 4.10 acres  
**Apartment Buildings:** Six (6) single story apartment buildings  
**Accessory Buildings:** One (1) storage building (Attached to Apt. #708)  
**Total Number of Units:** Eleven (11) Dwelling Units

**Property Name:** East First Street and East Second Street Development  
**Addresses:** 3514-3526 East 1<sup>st</sup> Street & 390-408 East 2<sup>nd</sup> Street  
**Property Type:** Multi-Family Apartments  
**Date of Construction:** 1967  
**Land Size:** .9 acres  
**Apartment Buildings:** Four (4) single story apartment buildings  
**Accessory Buildings:** 0 (zero)  
**Total Number of Units:** Seven (7) dwelling units

**Property Name:** Industrial Boulevard Development  
**Addresses:** 463 Industrial Boulevard  
**Property Type:** Multi-Family Apartments  
**Dates of Construction:** 1982  
**Land Size:** 2.39 acres  
**Apartment Buildings:** Four (4) single story apartment buildings  
**Accessory Buildings:** 0 (zero)  
**Total Number of Units:** Eight (8) dwelling units

**Property Name:** Ouida Street Development  
**Addresses:** 30 & 55 Ouida Street  
**Property Type:** Multi-Family Apartments  
**Date of Construction:** 1982  
**Land Size:** 3.54 acres  
**Apartment Buildings:** Seven (7) single story buildings  
**Accessory Buildings:** Two (2)  
**Total Number of Units:** Twenty two (22) Dwelling Units

## II. Authority's Reservation of Rights

1. The BRHA reserves the right to reject any and all proposals, to waive any informalities in the RFQ process, or to terminate the RFQ process at any time if deemed by the BRHA to be in its best interest.
2. The BRHA reserves the right to not award a contract pursuant to this RFQ.
3. The BRHA reserves the right to terminate a contract awarded pursuant to this RFQ, at any time for its convenience upon ten (10) days written notice to the successful proposer.
4. The BRHA reserves the right to determine the work schedule and locations that the successful proposer shall provide the services described in the RFQ.
5. The BRHA reserves the right to retain all proposals submitted and not permit withdrawal for a period of sixty (60) days after the deadline for receiving proposals without the written consent of the BRHA.
6. The BRHA reserves the right to negotiate the fees proposed by the proposer entity as described in the RFQ.
7. The BRHA reserves the right to reject and not consider any proposal that does not meet the requirements of this RFQ, including but not necessarily limited to, incomplete proposals and/or proposals offering alternate or non-requested services.
8. The BRHA shall have no obligation to compensate any proposer for any costs incurred in responding to this RFQ.
9. The BRHA shall reserve the right to, at any time during the RFQ or contract process, prohibit any further participation by a proposer or reject any proposal submitted that does not conform to any of the required details herein.

During the period of advertisement for this RFP, BRHA may wish to amend, add to or delete from the contents of this RFP. In such situations, BRHA will issue an addendum to the RFP setting forth the nature of the modification. All addenda will be distributed to the prospective vendors, if known, via email and posted on the BRHA, PHADA.org, and HousingAgencyMarketplace.com websites.

## III. Scope of Services

BRHA is seeking proposals from qualified, experienced developers to provide full-service rehabilitation and refinancing of a RAD Section 8 rental housing development. The firm selected will be a direct advisor to BRHA and is expected to work in partnership with BRHA staff, other development partners if applicable, HUD representatives, BRHA's Counsel, Bond Counsel, lenders, investors, residents, and other relevant community partners.

BRHA leadership developed the following guidelines to be used to inform its repositioning implementation decisions:

1. Be fiscally smart, make wise investments, and ensure converted properties will be financially self-sufficient in the long-term
2. Maintain control through long-term ownership, compliance, and property management

### A. Co-Developer Roles

The Co-Developer to be selected must have experience with rehabilitating and refinancing RAD Section 8 rental housing using LIHTC and conventional debt. Experience with LIHTC

and development in Georgia is preferred. The Co-Developer will join BRHA in the co-development and share a stake in the ownership entity, as necessary, to carry out the plans for rehabilitation and refinancing of BRHA properties. BRHA prefers a Co-Developer willing to be a turn-key developer, meaning they are not in the long-term ownership structure, but may be in the ownership to cover certain tax credit guarantees. The selected co-developer will be encouraged to offer creative development and financing options.

It is anticipated that BRHA and the Co-Developer will enter into a Master Development Agreement (“MDA”) defining the respective roles and responsibilities, fee structure and provision of guarantees.

BRHA anticipates the Co-Developer scope of services may include, but is not limited to, the following:

- 1. Staffing & Capacity:** Provide the necessary staffing, expertise, supervision, and organizational capacity required to implement all aspects of BRHA’s RAD Section 8 rental housing rehabilitation and refinancing.
- 2. Development Team & Consultants:** Provide all consultants and contractors necessary to implement the redevelopment. These should, at a minimum, include full service architectural and engineering teams, general contractor, survey, market study, appraisal and environmental consultants and contractors, and HUD refinancing approval consultants.
- 3. Communication:** Establish regular team meetings with BRHA and members of the wider consulting team, and submit regular, periodic progress reports on project status, budget and schedule.
- 4. Scheduling Management:** Create and maintain a project schedule that includes critical tasks from predevelopment through permanent loan conversion. Specific schedules focused on discrete tasks, such as LIHTC applications, design process, HUD approvals and relocation will also be necessary.
- 5. Pre-Development:** Coordinate pre-development activities including environmental and geotechnical testing, architectural and engineering work, analysis of the condition of existing utilities at the site, site analysis, rezoning (if necessary), market analysis, and financial feasibility.
- 6. Resident Engagement:** Maintaining a positive relationship with the residents is of great importance to BRHA. BRHA will maintain the primary relationship with residents; however, the Co-Developer is expected to foster a positive working relationship with residents to successfully implement the rehabilitation and refinancing plans. Engagement with residents on design input for rehabilitation work is preferred.
- 7. Design Development:** Lead the effort to create a design plan for each site which reflects general rehabilitation and refinance goals, resident input, modernization, physical needs, and financial feasibility. BRHA and Co-Developer will jointly participate in design meetings.

Co-Developer and BRHA will review and approve any final site designs plan, unit mix, unit/building designs and building material selections.

Developers must identify with their submittal the design team responsible for planning, engineering, and architecture of all buildings. Identification of other team members is not required at this time. BRHA reserves the right to approve development team members.

**8. Land Use, Permits and Regulatory Approvals:** Seek and obtain all necessary approvals related to land use and entitlements, public works and building permits where applicable.

**9. Finance & Guarantees:** Prepare and update a financial plan for development(s) that includes pre-development expenses, reasonable rehabilitation cost estimates, architectural design services, relocation and all other necessary soft costs. Sources of funds are anticipated LIHTC, permanent debt, other federal, state, local or private funding as is available. Co-Developer is responsible for understanding current market conditions reflecting pricing and terms of financing, techniques to optimally structure financing, identifying newly created or otherwise available development subsidies and creating and implementing a viable financial plan.

Prepare and submit LIHTC application(s). Advise BRHA on QAP and application process.

Solicit and negotiate pricing and terms with lenders and investors for any construction loans, permanent loans, equity investments, or other sources of funding. BRHA and the Co-Developer will review and approve any investment terms. Co-Developer is responsible for securing the necessary commitments, providing partial guarantees, and closing financing.

**11. Construction:** Responsible for the successful completion of construction projects. This includes all pre-construction management work with the general contractor, negotiating a construction contract with guaranteed maximum price, responsible for all change management during construction, responsible for delivering the approved project on schedule, on budget, and of quality.

**10. Relocation:** Responsible for recommending and procuring a relocation consultant that will create a relocation plan and budget, educate residents, and develop and execute a resident relocation phasing plan used during renovations, if needed.

## **B. BRHA Roles**

**1. Staffing & Capacity:** Assign lead contact(s) to the Co-Developer to allow for clear engagement. BRHA will be responsive to requests and make decisions timely in support of the project schedule.

**2. Development Team:** Approve the following key members of the development team: architect, consultants, general contractor, and partnership legal counsel, among others.

**3. Communication:** Participate in project meetings throughout the development process. Provide timely responses and convey important information relevant to a successful

rehabilitation and refinance. Take lead on communication with resident council, Board of Commissioners, local government, and other local stakeholders.

**4. Resident Engagement:** BRHA will be the primary point of contact and lead resident engagements.

**5. Relocation:** BRHA will work with a relocation team or consultant to provide necessary tenant information or communications.

**7. Design Development:** In conjunction with the selected firm, develop a comprehensive master plan for the communities including site layout, unit mix and configuration, amenities, and other physical and environmental design aspects. BRHA requests final approval over designs and materials specified. Oversee design, construction, and quality control of the development. Comply with Section 504 of the Rehabilitation Act, as amended, and the rules and regulations there under, with regard to provision of accessible housing.

**8. Land:** Provide the land via ground lease for the rehabilitation.

**9. Finance & Guarantees:** Provide portion of pre-development expenses, up to \$200,000. Provide seller financing in an amount and terms to be determined as part of the financing plan development (subject to change, considering providing some guarantees limited to operations). Establish a financial structure that allows BRHA to participate in a stream of income from the development, including the developer's fee, cash flow, and incentive management fees.

**10. HUD Approvals:** Cooperate with Co-Developer or selected HUD Consultant to facilitate HUD approvals and communications as needed.

**11. Ownership:** BRHA (and perhaps its nonprofit affiliate) to participate in the ownership entity in a form acceptable to investors and Co-Developer. It is BRHA's goal to partner with turn-key developer and maintain management responsibilities as a managing general partner in the ownership entity, including holding the Right of First Refusal and Option to purchase the properties at the end of the LIHTC compliance period, if applicable.

**12. Operations and Property Management:** Continue to provide property management and maintenance services to the existing property/residents through rehabilitation and refinance, and through LIHTC compliance. BRHA will look to structure a management and compliance team acceptable to investors, using an experienced third-party if necessary.

## IV. Submission Requirements

It is each proposer's responsibility to be aware of and to abide by all dates, times, conditions, requirements, and specifications set forth within all applicable documents issued by BRHA, including the RFQ, Attachments, and any addenda. By virtue of completing, signing, and submitting the completed documents, the proposer is stating his/her agreement to comply with all the conditions and requirements set forth within those documents.



To provide all responding firms equal consideration and opportunity to be evaluated fairly, submissions must be formatted as described below. The sections that must be included in the written submission are below and must be clearly labeled and assembled in the order provided below. Responses that do not include all required information may be deemed unresponsive. Concise and clear submissions are encouraged. If necessary, BRHA may seek clarification after submission.

***Proposals must be received by February 27, 2026, 3:00 pm EST. Proposals (one (1) original and two (2) copies ) must be submitted in paper format to Blue Ridge Housing Authority, Attn: Traver Aiken, Executive Director, 30 Ouida Street, Building G-1, Blue Ridge, GA 30513 (mailed or delivered in person) OR emailed to [Traver@BlueRidgeHA.org](mailto:Traver@BlueRidgeHA.org). Proposals received after the deadline will not be considered.***

#### **TAB 1: Cover Letter**

Respondent's submittals shall be accompanied by a Cover Letter on the respondent's letterhead. The letter should state proposer understands the scope of services, the commitment to perform the services expeditiously, and a brief statement indicating why the respondent believes they are best qualified to perform the engagement. Briefly describe all members of the development team being proposed. Letter should be signed by authorized representative of the Co-Developer's entity or partnership.

#### **TAB 2: Organizational Description(s) and Key Personnel**

A general description of the respondent including the nature of the business or organization, a brief summary of its history and its size. Describe the philosophy, approach and preferred methods for meeting requirements requested in the scope of services. Describe how the respondent intends to meet the BRHA request to have a "teaching spirit" which guides, coaches and develops capacity of key BRHA staff through the pre-development, financing and compliance phases.

Names and resumes of key personnel who will constitute the development and project management team under this request. This shall include, but not be limited to: an organizational chart providing the identity of interest corporations that may participate in this project; Directors and Officers of each identified corporation; disclosure of any overlapping ownership or directorship interests and/or of any conflicts; subcontractors or other affiliated participants with a description of their role and relationship; a narrative statement describing previous collaboration and/or interaction of team members; and, the address of the principal office and branch offices, if any.

Please note the BRHA desires to participate in the selection of some team members, therefore responses are not required to include all fields and disciplines or functions such as environmental technicians, engineers, construction contractors, and relocation consultants.

Certify that all key staff will be available to start immediately or describe existing time commitments which would impair the respondent's ability to proceed expeditiously.

### **TAB 3: Proposed Services**

Include in this section documentation further explaining the proposer's services and showing how the proposer's team intends to fulfill the requirements in the Co-Developer Roles section. Detail division of work as necessary among team members.

### **TAB 4: Current Project Descriptions**

A description of all projects that are currently under contract or are anticipated to be under contract during the next 12 months including estimated time, scope, number of units, type and timing of funding applications and anticipated overall cost.

### **TAB 5: Past Project Descriptions**

A description of the scope and nature of affordable, mixed-income, LIHTC, RAD Section 8 residential rehabilitation experience. Attempt to provide the most recent projects and the most pertinent to BRHA's scope refinancing and rehabilitation RAD Section 8 rental housing through LIHTC and conventional debt. Provide a listing of all development projects over the past five years with the following information: name and location of development; general project description; team members directly involved, including corporate and individual; number of residential units; total project development costs; total project construction costs; type of housing; financing methods and funding sources; commencement and completion dates; name and complete contact information of client/owner; and, any ongoing professional relationship that continues to exist with the development. If you have participated in a co-developer relationship with a Public Housing Authority, please provide an overview of that arrangement.

### **TAB 6: Financing Knowledge**

A description of the applicant's knowledge of, and experience with, real estate financing methods, including the use of funding tools such as LIHTC, FHA insured mortgages, CDFI funding sources, HOME funds, CDBG funds, other development funds, and private mortgages. Describe any experience with Georgia LIHTC financing and QAP, and local funding sources, such as the Federal Home Loan Bank (FHLB) Affordable Housing Program (AHP). Speak to any creative financing plans that do not rely heavily on PHA funding contributions.

### **TAB 7: References**

Provide 3-5 former or current client references, including PHAs, for whom the proposer has performed services similar to those sought by BRHA. Please include: the entity's name with the specific contact person's name, email address and telephone number.

### **TAB 8: MBE/WBE Plan**

Minority and Women Business Participation: Proposals submitted in response to this solicitation must include an MBE/WBE participation plan which, at a minimum demonstrates "best efforts" have been taken to achieve compliance with MBE/WBE goals. The response should include a discussion of the approach and methods your team will use to assure efforts to include participation by local businesses, including minority-owned and women-owned businesses. To the extent that such businesses are included in the team or committed to part of the development, they should be identified.

**TAB 9: Section 3 Plan**

Provide detailed narrative on how the Respondent will assist the BRHA to comply with HUD's Section 3 requirements for hiring Section 3 residents and/or local disadvantaged individuals and businesses. Speak to any recent success stories or creative strategies pursued.

**TAB 10: Business Terms and Fees**

The respondent must include its proposed business terms for the development partnership, including:

1. Propose an Ownership structure where the developer will exit the partnership upon construction completion and BRHA will maintain property and asset management thereafter.
2. Propose terms for covering pre-development expenses knowing that BRHA can contribute up to \$200,000 in funds toward pre-development.
3. Co-Developer's proposed developer fee split and timing for payment of those developer fees.
4. Propose how guarantees could be provided, possibly allowing BRHA to cover operating guarantee. Further details of the guarantees will be negotiated and included in the Master Development Agreement.
5. Propose a cash flow payment structure where BRHA retains all cash flow from operations.
6. Propose that BRHA receives fair exit terms in the limited partnership agreement (LPA).
7. Add other business terms or ideas Co-Developer proposes to make partnership and repositioning successful.

**TAB 11: HUD Forms**

All forms attached and/or required to be attached to the RFQ as throughout this request, including but not limited to: HUD Form 5369 B, HUD Form 5369 C, HUD Form 5370 C, Certification Regarding Debarment, Suspension, Proposed Debarment, and Non-Collusion Affidavit.

**TAB 12: Statement of Non-Debarment**

Respondents must attest that the responding entity and each and all of its principals are not, and have never been: 1) suspended or debarred from contracting with any federal, state, municipal or quasi-municipal agency or 2) convicted of any crime chargeable as a felony.

**TAB 13: Litigation**

A description of any current, pending or threatened litigation involving the applicant related to any development project or other related business activity. The applicant must attest to having no litigation pending or contemplated with or against BRHA or any related entity.

**TAB 14: Audit Report**

The most recent audited annual corporate financial statements and unaudited year to date financial statements for the most recent month end for all entities comprising the development team. The statement shall show assets, liabilities, and net worth of the entity.

## V. Evaluation Criteria

Respondents' submittals will be evaluated based on the criteria listed in this section and further described above. In preparing the submittal to BRHA, it is for respondents to clearly demonstrate their expertise and qualifications in the areas described in this solicitation.

Respondents are encouraged to identify and clearly label in their submittal how each criterion is being fully addressed. Evaluation of responses to this solicitation will be based only on the information provided in the submittal package, and if applicable, interviews, and reference response. The BRHA reserves the right to request additional information or documentation from the firm regarding its submittal documents, personnel, financial viability, or other terms to complete the selection process. If a responding firm chooses to provide additional materials in their submittal beyond those requested, those materials should be identified as such and included in a separate section of the submittal.

The following factors will be used by the BRHA to evaluate each submission received. Award of points for each listed factor will be solely based upon the submitted documentation:

### Factor 1—Experience and Qualifications— 25 points

- Years of experience and demonstrated knowledge in performing all aspects of rehabilitating and refinancing a RAD Section 8 rental housing development, specifically experience with these kinds of transactions and securing tax credits in the State of Georgia
- Years of experience working collaboratively with residents and other community stakeholders as determined through references
- The degree to which the respondent demonstrates coherent and creative approaches to solving issues.
- Philosophy, approach and preferred methods of project management that align with BRHA goals/values.
- The degree to which the respondent demonstrates successful experience working with PHAs or similar entities in an affordable housing development of similar size in the planning and implementation stages of rehabilitation and refinancing developments
- Past performance in quality of work, cost control and compliance with performance schedules and regulatory requirements

### Factor 2—Development Capacity—20 points

- Proposal completeness and responsiveness to all requirements and priorities of the BRHA
- Qualifications, experience, and expertise of each team member assigned to project
- Ability to obtain, structure and implement layered financing for similar projects, including low-income housing tax credits, private and other public financing, particularly with HUD, Local governments and the Georgia HFA
- Financial capacity as evidenced by financials statements and/or the firm's most recent audit
- A proven track record of creative and viable financial plans that do not rely heavily on PHA contributions
- Ability for all key staff to be available to start immediately

#### Factor 3—Section 3 Compliance— 10 points

- Respondent articulates its willingness and agreement to promote business opportunity to disadvantaged businesses and demonstrates past experience in working with local M/WBE organizations to satisfy Section 3 requirements.

#### Factor 4— Business Terms— 25 points

- The extent to which the business terms recognize the goals and objectives of the BRHA including reasonable sharing of roles and fees with the BRHA.
- The degree to which respondent's business terms response is clear, responsive and innovative and meets the needs of the BRHA.

#### Factor 5—Quality of References —20 points

- The extent to which the references demonstrate the desired role, preferences, experience, and capacity to work with BRHA.

## VI. Selection Process

***Proposals must be received by February 27, 2026, 3:00 pm EST. Proposals (one (1) original and two (2) copies ) must be submitted in paper format to Blue Ridge Housing Authority, Attn: Traver Aiken, Executive Director, 30 Ouida Street, Building G-1, Blue Ridge, GA 30513 (mailed or delivered in person) OR emailed to [Traver@BlueRidgeHA.org](mailto:Traver@BlueRidgeHA.org). Proposals received after the deadline will not be considered.***

Each proposal received will first be evaluated for responsiveness to the submission requirements.

BRHA anticipates that there will be convening of a selection committee with up to five (5) people to evaluate each of the response submittals. The selection committee will evaluate and award points based on the factors and points established above. Upon final completion of the evaluation process, the top two to three respondents will be invited to an interview with the selection committee. The purpose of the interview is to seek additional information to aid in the selection process.

Following the evaluation, interviews and reference checks, the selection committee will recommend a top ranked proposer. At the conclusion of the solicitation process, the selected respondent will be invited to enter into a period of exclusive negotiations with the goal of arriving at a mutually acceptable agreement. If the evaluation was performed to the satisfaction of the BRHA Executive Director, the recommendation may be forwarded to the BRHA Board of Commissioners for approval.

The BRHA reserves the right to make its final selection based solely upon those initial steps. If the BRHA determines that another step is necessary to narrow the field of qualified respondents, a select number of respondents will be notified, and additional information may be requested and/or second interviews may be held to determine the final selection.

The BRHA reserves the right to conduct reference checks at any point in the review and evaluation process. In the event that information obtained from the reference checks reveals concerns about the proposer's past performance and their ability to successfully perform the contract to be

executed based on this solicitation, the BRHA may, at its sole discretion, determine that the respondent is not a responsible Co-developer and may select the next highest-ranked respondent whose reference checks validate the ability of the respondent to successfully perform the contract to be executed based on this solicitation. In conducting reference checks, the BRHA may include itself as a reference if the respondent has performed work for the BRHA, even if the respondent did not identify BRHA as a reference.

By submitting in response to this solicitation, the respondent accepts the procurement method used and acknowledges and accepts that the evaluation process will require subjective judgements by the BRHA and the selection committee.

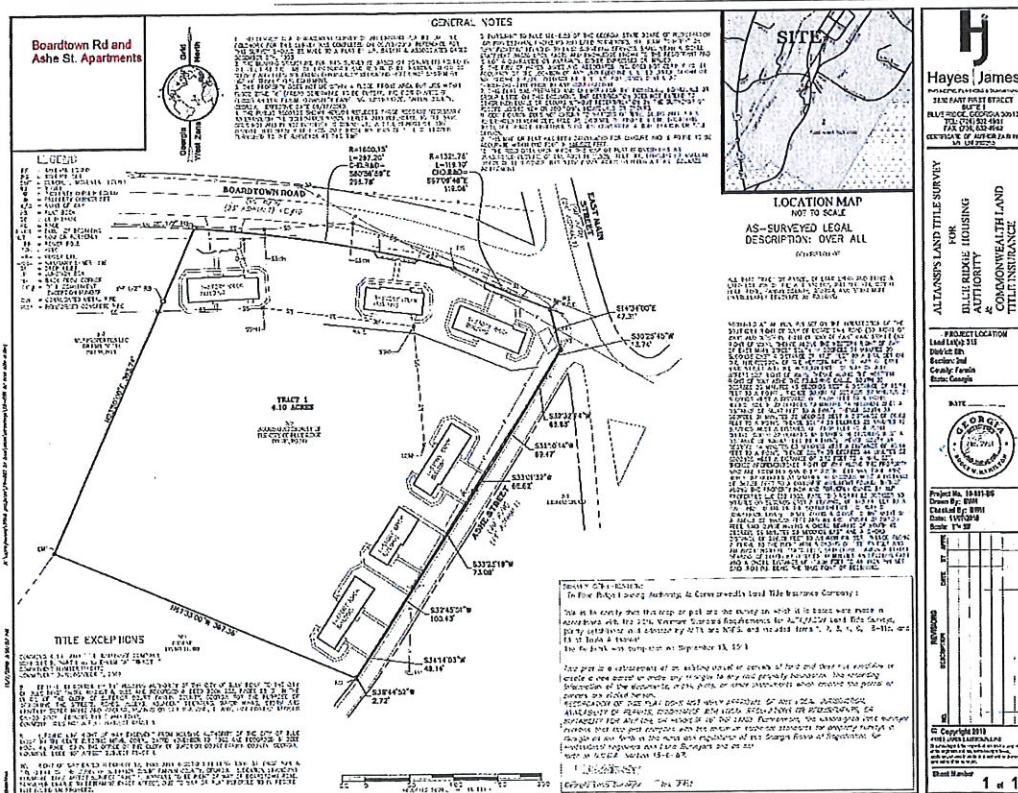
## VII. Statements and Required Information

- HUD Form 5369 B
- HUD Form 5369 C
- HUD Form 5370 C
- Certification Regarding Debarment, Suspension, Proposed Debarment
- Non-Collusion Affidavit

## VIII. Attachments

### 1. Maps of Each Property

#### Tract 1 – Ashe Street & Boardtown Road



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# Instructions to Offerors Non-Construction

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



- 03291 -

## 1. Preparation of Offers

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

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

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

## 2. Submission of Offers

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

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

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

## 3. Amendments to Solicitations

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

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

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

## 4. Explanation to Prospective Offerors

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

## 5. Responsibility of Prospective Contractor

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

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

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

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

## 6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

## **7. Contract Award**

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

(b) The HA may

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

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

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

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

## **8. Service of Protest**

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

## **9. Offer Submission**

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

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

[Describe bid or proposal preparation instructions here:]

# Certifications and Representations of Offerors

## Non-Construction Contract

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

OMB Approval No: 2577-0180 (exp. 7/30/96)

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

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

### 1. Contingent Fee Representation and Agreement

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

#### 4. Organizational Conflicts of Interest Certification

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

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

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

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

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

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

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

#### 5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with 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.

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Signature & Date:

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Typed or Printed Name:

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Title:

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# General Conditions for Non-Construction Contracts

## Section I — (With or without Maintenance Work)

## U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

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

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

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

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

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

#### 1. Definitions

The following definitions are applicable to this contract:

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

#### 2. Changes

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

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

#### 3. Termination for Convenience and Default

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

#### 4. Examination and Retention of Contractor's Records

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

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

#### 5. Rights in Data (Ownership and Proprietary Interest)

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

#### 6. Energy Efficiency

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

#### 7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section 111, Labor Standards Provisions, including any claims for damages for the alleged breach 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 (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

#### 8. Contract Termination; Debarment

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

#### 9. Assignment of Contract

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

#### 10. Certificate and Release

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

#### 11. Organizational Conflicts of Interest

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

#### 12. Inspection and Acceptance

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

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

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

### 13. Interest of Members of Congress

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

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

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

### 15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

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

(v) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

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

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

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

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

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

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

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

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

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(i) Any reasonable payment to a person, other than an officer or employee of a

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

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

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

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

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

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

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

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

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

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



## 16. Equal Employment Opportunity

During the performance of this contract, the

Contractor/Seller agrees as follows:

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

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

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

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

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

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

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

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

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

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

## 17. Equal Opportunity for Workers with Disabilities

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

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

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

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

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

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

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

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

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

## 18. Dissemination or Disclosure of Information

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

## 19. Contractor's Status

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

## 20. Other Contractors

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

## 21. Liens

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

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

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

## 23. Procurement of Recovered Materials

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

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

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

# Certification Regarding Debarment and Suspension

U.S. Department of Housing  
and Urban Development

## Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

### Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

**Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**Instructions for Certification (B)**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant		Date
Signature of Authorized Certifying Official		Title

NON-COLLUSION AFFIDAVIT

PAGE 1 OF 1

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

\_\_\_\_\_; being first duly sworn deposes and says that:

1. He is (owner, partner, officer, representative or agent) of \_\_\_\_\_ the Bidder that has submitted the attached Bid.
2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid.
4. Neither the Said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, person to fix the price or prices in the attached Bid or any other Bid, or to fix any overhead, profit or cost element through collusion, conspiracy or connivance, or unlawful agreement with any advantage against the Housing Authority of the \_\_\_\_\_ or any person interested in the proposed Contract; and,
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

(Signed)

(Title)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Name

Title

My commission expires \_\_\_\_\_, 20\_\_.

NON-COLL.