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**Sylvester Housing Development Corporation, Inc. (SHDC)** is requesting proposals from qualified firms of certified public accountants to perform the fee accounting services. SHDC requires the accounting firm to have specific experience in accounting for nonprofit affordable housing agencies, governmental entities and public housing authorities.

Proposals are subject to the Procurement Laws of the State of Georgia.

Proposals will be received until **4:00 P.M. on November 25, 2024**. SHDC reserves the right to reject any or all provisions submitted and/or waive any irregularity.

Questions about this Request for Proposal, **RFP # 01-2024**, should be directed to SHDC's Chief Executive Officer, Michael Allen at [mallen@shauthority.com](mailto:mallen@shauthority.com). It is anticipated the selection of a firm will be completed by December 06, 2024.

As of 2:00 pm October 29, 2024, RFP packages are available for pick-up at the office located at 411 N. Jefferson Street, Sylvester, Georgia 31791 from 8:00 a.m. – 5:00 pm Monday through Thursday **or** you can request a copy by emailing [mallen@shauthority.com](mailto:mallen@shauthority.com)

# **Sylvester Housing Development Corporation Inc**

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## **RFP for Fee Accounting Services RFP #01-2024**

**10/29/2024**

Issue Date:	10/29/2024
Open Question Period:	10/31/2024
Close Question Period:	11/20/2024
Closing Date:	11/25/2024
Award Date:	12/6/2024

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## Introduction

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The Sylvester Housing Development Corporation (SHDC) is soliciting through this Request for Proposals, qualified individuals or firms to perform fee accounting services for an engagement period of three (3) years, with the right to extend by mutual agreement, the engagement period for two additional one-year periods up to a total not to exceed five (5) years. SHDC manages a RAD multifamily PBRA and USDA Rural Development properties and develops and operates other affordable housing projects. The Company also manages a 501c (3) nonprofit which provides resident and other services to residents of communities under their management and control.

All questions regarding this RFP should be directed to Michael Allen via e-mail to [Mallen@shaauthority.com](mailto:Mallen@shaauthority.com) or at:

**411 N. Jefferson Street**

**Sylvester, GA 31791**

There is no expressed or implied obligation of SHDC to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

During the evaluation process, the Company reserves the right, where it may serve SHDC's best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions. At the discretion of the SHDC, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

The SHDC reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract by SHDC and the firm selected.

To be considered a proposal must be received by 4:00 PM, November 25, 2024. Please submit your proposal by hand delivery, e-mail or mail to:

Michael Allen, Chief Executive Officer  
Sylvester Housing Development Corporation, Inc  
411 N. Jefferson Street  
Sylvester, Georgia 31791  
[mallen@shaauthority.com](mailto:mallen@shaauthority.com)

The Sylvester Housing Development Corporation reserves the right to reject any or all provisions submitted and/or waive any irregularity.

Questions about this Request for Proposal should be directed to SHDC's CEO at 229 206-5773 or by email at [mallen@shaauthority.com](mailto:mallen@shaauthority.com).



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## Background

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The Sylvester Housing Development Corporation, Inc (SHDC) is a Georgia nonprofit corporation formed by the Sylvester Housing Authority (SHA), a public agency created in 1952 pursuant to the relevant statutes of Georgia at that time. The organization was formed to provide decent, safe and sanitary housing for low- and moderate-income people. In 2021, SHA converted all of its Public Housing inventory to the Multifamily PBRA platform via HUD's Rental Assistance Demonstration (RAD). SHDC manages the two nonprofit single-purpose entities that were formed to own and operate those units. As a result, SHDC is empowered to undertake all activities necessary to accomplish this public purpose, including acquiring property, developing housing, issuing tax-exempt bonds (in partnership with SHA), entering into mortgages, trust indentures, leases, condemning property (in partnership with SHA), borrowing money accepting grants, and managing property.

Located in the city of Sylvester, a small town of about 5300 people in Worth County GA, SHDC manages 122 Rural Development apartments and 260 PBRA multifamily units. The Company serves about 382 families in the city of Sylvester GA.

While enabled under State law, housing authorities are created and governed by local government and are principally funded by the Federal government. Sylvester Housing Development Corporation is separate and distinct from Sylvester Housing Authority and Sylvester Housing Authority is separate and distinct from the Department of Housing and Urban Development (also known as HUD), from city and county government, and from other county and state agencies.

The SHDC is governed by a six-member Board of Directors. The accounting and administrative functions are performed by a fee accountant whose work is coordinated by an internal staff person. The SHDC employs approximately 8 regular full-time employees.

SHDC receives funding primarily from management fees and expenses paid by for management services rendered to owners of low-income multifamily properties and is entitled to apply for funding to acquire, construct, modernize, maintain, and operate housing developments.

SHDC is governed by a six (6) member Board of Directors. The Board of Directors hires the Chief Executive Officer (CEO) to oversee the day-to-day administration of SHDC. The Company uses the Scott Accounting System for its general ledger, budget, receivables and payables and general operating system. Payroll is currently prepared by the Company and contracted with ADP for processing and reporting.

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## Scope of Services

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The Scope of Services to be provided by the Fee Accountant will include but may not be limited to:

1. Maintain general ledgers consistent with HUD and USDA RD protocols.
2. Post to the general ledger in a timely and accurate manner.
3. Review and advice on SHDC's internal control system in its accounting functions.
4. The timely preparation, in coordination with the CEO, of the annual operating budgets, budget revisions and financial statements to conform to HUD and USDA RD submittal deadlines.
5. Oversight to ensure that all accounting-related deadlines are met.
6. Provide timely and accurate monthly reporting to the CEO and Board of Directors on the financial status of the Company.
7. Advise the CEO and the Board of Directors of the financial implications of management proposals and participate in SHDC planning efforts.
8. Report to the Board of Directors any and all fiscal items unusual in nature, requiring the attention of the Company, as needed.
9. Assist with the preparation of the annual submissions to the Real Estate Assessment Center (REAC), which include the Management Assessment Subsystem (MASS) submission and the Financial Assessment Subsystem (FASS) in form as required and as amended.
10. Preparation of closing statements and documents for all programs prior to the regulatory deadline after the company's December 31 fiscal year-end.
11. On an ongoing basis and in conjunction with the closing of the books, conduct a "pre-audit" of accounting and internal control systems to determine exposure to comments and findings by external auditors.
12. Understand Tax Credit Compliance and requirements and submission of timely reports.
13. Notify the Company of any necessary regulatory changes or updates with regard to its accounts or operations.
14. Make recommendations as to the management of the SHDC's Accounts and accounting practices.

15. Ensure that the Company accounting systems and practices are consistent and compliant with all relevant federal, state, and industry requirements and recommendations.
16. Ensure that the accounting accounts are properly set up.a
17. Attend SHDC Board meetings, as requested, and report financial and other related data to the Directors.
18. Work with external auditors on the annual audit.
19. Provide services under the Scope of Work defined herein to Sylvester Housing Authority (USDA owner), Isabella Station Community Development Company (nonprofit RAD owner) and Sylvester Housing Community Development (Nonprofit RAD owner).

## **ADDITIONAL PROVISIONS**

- A. The Fee Accountant (Contractor) shall be independent contractors and their officers, agents, and employees shall not be deemed officers, agents, or employees of the Sylvester Housing Development Corporation.
- B. No officer, agent, or employee of SHDC and no member of its governing bodies shall have any pecuniary interest, direct or indirect, in this agreement or the proceeds thereof. No officer, agent, or employee of the Contractor's shall serve on an SHDC committee or hold any such position which is incompatible with such person's duties or obligations or other relationship to this agreement.
- C. The Contractor shall not assign or transfer or subcontract this agreement, any interest therein, or claim there under without the prior written approval of the SHDC.
- D. The SHDC may terminate this agreement at any time by giving the Contractor not less than thirty (30) days prior written notice of such termination. Nothing herein shall be deemed a limitation upon SHDC's right to terminate for cause or otherwise to pursue such legal or equitable rights or remedies which may accrue to the SHDC hereunder. The SHDC will pay the Contractor an amount that bears the same ratio to the maximum contract price as the work delivered to SHDC bears to completed services contemplated under this Agreement, unless such termination is made for cause, in which event, compensation, if any, shall be adjusted in light of the particular facts and circumstances involved in such termination.
- E. Time is of the essence in each and all the provisions of this agreement.
- F. No alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto.

- G. The Contractor will warrant that it is an equal opportunity employer and shall comply with applicable regulations governing equal employment opportunity. Contractor does not and shall not discriminate against persons employed or seeking employment with them, nor discriminate in the provision of services, on the basis of age, sex, color, race, marital status, sexual orientation, ancestry, physical or mental disability, national origin, religion, or medical condition.
- H. The SHDC shall have access to the contractor's work papers and records for purposes of review. All working papers and reports must be retained, at the contractor's expense, for a minimum of five (5) years, unless the firm is notified in writing by SHDC of the need to extend the retention period. The Contractors shall make their working papers and records available to successors. The Contractor will also be required to make working papers available, upon request, to the following parties or their designees: The Sylvester Housing Development Corporation, The Sylvester Housing Authority; Department of Housing and Urban Development; U.S. General Accounting Office (GAO) and; Parties designated by the federal or state governments or by the Housing Authority as part of an audit or quality review process. The firm shall respond to the reasonable inquiries of successor accountants and allow successor accountants to review working papers relating to matters of continuing accounting significance.

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# PROPOSAL REQUIREMENTS AND INFORMATION

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## PROPOSAL PROCESS AND CALENDAR

### A. Proposal Submission

Responses to this RFP must be received by 4:00 p.m. on **November 25, 2024**. Proposals submitted via facsimile will not be accepted. Please submit your proposal by hand delivery or mail to:

**Michael Allen, Chief Executive Officer**  
**Sylvester Housing Development Corporation, Inc.**  
**411 N. Jefferson Street**  
**Sylvester, Georgia 31791**

Proposals must be sealed and show the following information on the outside cover: accountant's name and address and the due date for submission of audit services proposal.

- B. Proposal Review and Notification: SHDC will review and evaluate each proposal submitted. It is anticipated the proposal selection process will be completed by **December 3, 2024**.
- C. Interviews: The Company may schedule interviews with the finalists. Firms selected for interviews are requested to prepare a short presentation for the committee.
- D. Final Selection Notification: The Company anticipates a final decision by **December 3, 2024** and anticipates notifying the finalists of their status week of **December 6, 2024**.
- E. Recap of Key Dates

**RFP Distributed October 29, 2024**

**Deadline for proposal Submission – November 25, 2024, 4:00 PM.**

**Selection notification during the week ending December 6, 2024.**

## PROPOSAL REQUIREMENTS

### A. Independence

The firm should provide an affirmative statement that it is independent of the Sylvester Housing Development Corporation as defined by generally accepted accounting standards. Moreover, the Firm must have no conflict of interest with regard to any other work performed for the entity. It is understood that the services performed by the fee accountants are in the capacity of independent contractors and not officers, agents, or employees of SHDC.

**B. License to Practice in Georgia**

An affirmative statement should be included indicating that the firm and all assigned key professional staff is properly licensed to practice in Georgia.

**C. Firm Qualifications and Experience**

1. Description of the organization, date founded, and ownership of your firm as well as any subsidiaries and affiliates.
2. Describe the experience of the firm in serving as fee accountant for housing authorities, municipalities, nonprofits and other public entities.
3. Identify the number of nonprofits and public housing agencies by which you are currently employed and their respective agency size (by number of units).
4. Describe why accounts, if any, have dropped the firm in the past three years.
5. Any professional or personal financial interest which could be a possible conflict of interest in representing the SHDC Organization.
6. Identify the size of the firm's staff and the credentials of key personnel.
7. Identify the accounting professionals who would be directly involved in providing services to SHDC.
8. Describe their relationship to your firm, their responsibilities, and their experience, and the number of years they have been associated with your firm.
9. Have any of the above personnel ever been investigated for alleged improper, fraudulent or unfair activities related to accounting practices? If so, please provide details.
10. Describe what efforts your firm makes to keep its accounting professionals informed of developments relevant to government and nonprofit accounting.

**D. Partner, Supervisory and Staff Qualifications and Experience**

The firm shall identify the principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists, who would be assigned to the engagement and indicate whether each such person is licensed to practice as a certified public accountant in Georgia. Other considerations include:

1. Demonstrate experience in all aspects of Public Housing Agency management and operations, nonprofit multifamily program management and operations and the programs currently and anticipated to be managed by SHDC.
2. Have the ability to perform all the required services on a timely basis.
3. Demonstrate understanding of statutory and/or regulatory frameworks governing a Housing Authority and nonprofits operating and managing subsidized low-income housing.
4. Comply with Georgia State law and the ordinances and policies of SHDC.
5. Certify that the fee accountant and/or any staff assigned to work under this contract is not debarred from performing any services for HUD, HUD related programs, or any other governmental or private agency.
6. Maintain a Certified Public Accounting License to practice in the State of Georgia.

7. Have a minimum of five (5) years providing fee accounting services in an affordable housing environment.
8. Have a strong understanding of public and USDA housing programs.

**E. Fee Accounting Approach**

The proposal should set forth a work plan, including an explanation of the methodology to be followed to perform the services required in the scope of work of this request for proposals.

**F. Total All-Inclusive Maximum Price**

The bid should contain all pricing information relative to performing the engagement as described in this request for proposals. The total all-inclusive maximum price to be bid is to contain all direct and indirect costs including all out-of-pocket expenses. Please complete the attached Fee schedule.

**G. Rates by Partner, Specialist, Supervisory and Staff Level Times Hours Anticipated for Each**

The bid should include a schedule of professional fees and expenses, presented in the following format, which supports the total all-inclusive maximum price. *See appendices A & B.*

**H. Ownership of the Sylvester Housing Development Corporation-Related Documents**

All property rights, including publication rights of all reports produced by proposer in connection with services performed under this agreement shall be vested in the Sylvester Housing Development Corporation. The proposer selected shall not publish or release any of the results of its examinations without express written permission from SHDC.

**I. Acceptance of Proposal Contents**

After fee accountants are selected by the Company, the contents of the submitted proposal will become a contractual obligation. The successful proposer will be required to execute a standard consultant agreement with Sylvester Housing Development Corporation. Failure of the contractor to agree to include the proposal as part of the contractual agreement may result in cancellation of the award. Sylvester Housing Development Corporation reserves the right to reject those parts that do not meet with the approval of the Company.

**J. Acceptance or Rejection and Negotiation of Proposals**

Sylvester Housing Development Corporation reserves the right to reject any or all proposals, to waive non-material irregularities or information in the request for proposal, and to accept or reject any item or combination of items. By requesting proposals, The Sylvester Housing Development Corporation is in no way obligated to award a contract or to pay expenses of the proposing firms or individuals in connection with the preparation or submission of a proposal. Furthermore, the SHDC reserves the right to reject any and all proposals prior to

the execution of the contract(s), with no penalty to SHDC. If the Company elects to reject all proposals, it reserves the right to continue with its current services arrangement.

## **EVALUATION PROCESS**

The proposals for the SHDC will be evaluated by the CEO and staff. Proposers may be asked to make oral presentations to supplement proposals. These presentations would only be held subsequent to the receipt of the proposals and will be part of the process for determining the qualifications of the accountants. The SHDC will schedule a time and location for each oral presentation that it requests. Should a proposer refuse to honor the request for an oral presentation or interview, it may result in the rejection of the proposal by the SHDC. Evaluation considerations will include the following:

- A. Responsiveness of the proposal in clearly stating the understanding of the work to be performed and in demonstrating the intention and ability to perform the work.
- B. Cost of the engagement.
- C. Accountants' experience in providing fee accounting services to public housing agencies and nonprofits of similar nature, size, and complexity, and the firms commitment to maintaining technical expertise in the low-income housing and affordable housing environments.
- D. Technical experience and professional qualifications of the accounting team.
- E. Size and structure of the firm's office from which the work is to be done. SHDC is looking for a highly qualified team that can meet the due dates specified in this document.
- F. The Firm's experience in complying with applicable federal and state regulations relating to non-discrimination of an affirmative action program for equal employment opportunity.
- G. Ability of the firm to provide optional services such as special studies and consultation, system review and other services. Examples of such services performed for other clients will be helpful.

## **FORMAT AND CONTENT OF PROPOSAL**

To simplify the review process and to obtain the maximum degree of comparability, proposers are asked to organize their proposals in the following manner:

- A. Title Page: Show the request for proposal subject and number, the name of the proposer's firm, and local address.
- B. Table of Contents: Include a clear identification of the material by section and by page number.
- C. Letter of Transmittal

1. State whether the firm is local, national, or international.
2. Give the location of the office from which the work is to be done and the number of partners, managers, supervisors, seniors, and other professional staff that are employed at that office.
3. Describe the range of activities performed by the local office such as accounting, audit, or management services.
4. Provide a list of five clients comparable in size and investments, preferably nonprofit affordable housing company and public housing authority clients and include contact persons and telephone numbers.

**D. Forms and Attachments**

1. Form HUD-2992: Certification Regarding Debarment and Suspension
2. Form HUD-50071: Certification of Payments to influence Federal Transactions
3. Form HUD-5369-B: Instructions to Offerors for Non-Construction Solicitations
4. Form HUD-5369-C: Certifications and Representations of Offerors, Non-Construction Contracts
5. Form HUD-5370-C: General Conditions Non-Construction Contracts (*Provided for informational purposes only and does not need to be submitted with the proposals*)

**E. Cost Data**

Indicate the total hours and hourly rates by staff classification and the resulting all inclusive maximum fee (not to exceed total) for which the requested work will be done for each of the specific deliverables identified in this Request for Proposal. Fees must include all anticipated costs including travel, per diem, and out-of-pocket expenses. SHDC's attached Fee Schedules should be completed.

**F. Additional Data**

Data not specifically requested should not appear in the foregoing sections, but any additional information considered essential to the proposal may be presented at this section.

**G. Evaluation Process and criteria**

Once proposals have been received, SHDC Staff will evaluate each proposal meeting the minimum acceptable qualifications using the following criteria:

Criteria	Points
<b>Pricing</b>	50
<b>Experience and Relevant Qualifications</b>	40
<b>Section 3 Preference: 51% of business is owned by Section 3 residents or 30% of employees are Section 3 residents.</b>	5
<b>DBE / MBE / WBE</b>	5

## **V. Contract Term and Price Escalation**

- SHDC anticipates that it will award a contract for three (3) years with the option, at SHDC's sole discretion, of two (2) additional one-year option periods, for a maximum total of five (5) years.
- Price Escalation: Prices shall be firm for the initial two-year contract term. If SHDC extends the contract on an annual basis thereafter, price increases shall not exceed the Consumer Price Index for All Urban Consumers - Worth County area for the previous 12-month period.
- Contractors must notify SHDC, in writing, of such desired escalation at least 60 days prior to the end of the noted contract period(s). Such escalations may occur no more than once in any 12-month period without the express written consent from SHDC.

## **VI .Miscellaneous**

### **A. SHDC's Rights**

1. SHDC reserves the right to reject any or all proposals, to waive any irregularity in the RFP process, or to terminate the RFP process at any time, if deemed by SHDC to be in its best interests.
2. SHDC reserves the right to select more than one respondent; to select a respondent for specific purposes or for any combination of specific purposes; and to defer the selection of any respondent(s) to a time of SHDC's choosing.
3. SHDC reserves the right not to award a contract pursuant to this RFP.
4. SHDC reserves the right to request an oral interview with, and additional information from, companies/individuals prior to final selection of a provider.
5. SHDC reserves the right to terminate a contract awarded pursuant to this RFP at any time for its convenience with written notice to the successful bidder(s).
6. SHDC reserves the right to determine the days, hours and locations that the successful bidder(s) shall provide the services called for in this RFP.
7. SHDC reserves the right to retain all bids submitted and not permit withdrawal for a period of 60 days after the deadline for receiving bids.
8. SHDC reserves the right to negotiate the prices proposed.

9. SHDC reserves the right to reject and not consider any bid that does not meet the requirements of this RFP, including but not necessarily limited to, incomplete bids and/or bids offering alternate or non-requested services.
10. SHDC shall have no obligation to compensate any bidder for any costs incurred in responding to this RFP.
11. SHDC reserves the right to consider information about a respondent in addition to the information submitted in any written response or interview.
12. SHDC reserves the right to obtain clarifications of any point in a company's proposal or to obtain additional information necessary to properly evaluate a particular proposal. Failure of a proposer to respond to such a request for additional information or clarification could result in rejection of the company's response or responses.
13. SHDC shall reserve the right to at any time during the RFP or contract process to prohibit any further participation by a bidder or reject any bid submitted that does not conform to any of the requirements detailed herein. Each prospective bidder is hereby agreeing to abide by all terms and conditions listed within this document. Any exceptions must be clearly noted in the proposal.

#### **B. Collusion**

Proposer, by submitting a proposal, hereby certifies that no officer, agent, or employee of SHDC has a financial or other economic interest in this Proposal; that the Proposal is made in good faith without fraud, collusion, or connection of any kind with any other proposer; and that the proposer is competing solely in its own behalf without connection with, or obligation to any undisclosed person or company.

#### **C. MBE/WBE/DBE**

Please complete and submit Form 6: HUD Form 5369-C "Certifications and Representations of Offerors" and indicate if your firm is a Minority Business Enterprise, Women Business Enterprise, or Small Business Enterprise. You may include information about any programs or efforts to encourage participation by Minority, Women or Small Business Enterprises.

#### **D. Section 3**

Section 3 of the Housing and Urban Development Act of 1968 requires Sylvester Housing Development Corporation to direct a portion of its spending toward low-income persons living in the communities it serves. One way Sylvester Housing Development Corporation (SHDC) achieves this goal is by awarding contracts to businesses that have made a commitment to providing opportunities to low-income persons in Worth County. See

Attachment 1, "Section 3 Business Information Packet", for a detailed explanation of the Section 3 requirements.

#### **E. Disputes**

In case of any dispute as to the participation sought hereunder, or the interpretation of the provisions of the RFP, following dispute process shall apply:

All protests (unless otherwise specified, the use of the term "protest" shall also include disputes and appeals) shall be submitted in writing, must contain the RFP number, must be delivered to the address listed in Section Part1, Section I of this RFP, and must be submitted according to the time requirements listed below.

1. Solicitation: A solicitation may be protested. The protest must be received by the person listed above before the bid or proposal submittal deadline, or it will not be considered. Protests against rejection of a proposal or the award of a contract must be received within ten calendar days after contract award, or the protest will not be considered. All bid protests shall be in writing, submitted to SHDC Chief Executive Officer, who shall issue a written decision on the matter.
2. Award RFP: Any protest against the award of a contract must be received within ten calendar days after contract award.
3. Rejection of Bid: Any protest of a decision by SHDC to reject a bid submitted in response to an RFP must be received by the Contracting Officer within five business days after being notified in writing of SHDC's decision, or the appeal will not be considered.

The decision of SHDC regarding a protest shall be final and binding upon all parties.

#### **F. Jurisdiction**

The resulting contract will be entered into within the State of Georgia and the law of said state, whether substantive or procedural, shall apply to the contract, and all statutory charter and ordinance provisions that is applicable to public contracts within the County of Worth and the State of Georgia shall be followed.

#### **G. Cancellation of RFP**

SHDC reserves the right to cancel this RFP at any time, for any reason, and without liability if cancellation is deemed to be in the best interest of SHDC. The proposer assumes the sole risk and responsibility for all expenses connected with the preparation of its proposal.

#### **H. General Terms and Conditions**

The selected company/individual will be expected to sign SHDC's Contract Agreement, which will specify the terms of service. If the selected applicant and SHDC cannot come to terms with respect to the contract, SHDC reserves the right to select the next most qualified applicant or to terminate this RFP and to re-issue a new RFP if no Proposer is acceptable to SHDC.

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## INDEMNIFICATION

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Contractor shall indemnify, defend, and hold harmless SHDC, its officers, officials, employees, and volunteers from and against any and all liability, claims, damage, cost, expenses, awards, fines, judgments, and attorney fees (including, without limitation, costs, attorney fees, expert witness fees, and other expenses of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder, or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by willful misconduct of SHDC.

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of or failure to perform the work hereunder by the Contractor, its agents, representatives, employees or sub-contractors.

### **A. MINIMUM SCOPE OF INSURANCE**

Coverage shall be at least as broad as:

1. General Liability coverage.
2. Automobile Liability as required by the State of Georgia.
3. Workers' Compensation insurance as required by state law.

### **B. MINIMUM LIMITS OF INSURANCE**

Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for Bodily Injury, Personal Injury, and Property Damage.
2. Automobile Liability: \$1,000,000 per accident for Bodily Injury and Property Damage.
3. Workers' Compensation: Amounts as prescribed by State Law.

### **C. OTHER INSURANCE PROVISIONS**

The General -Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

### **D. VERIFICATION OF COVERAGE**

Contractor shall furnish the SHDC with original certificates and amendatory endorsements effecting coverage required by these specifications. The endorsements should conform fully to the requirements. All certificates and endorsements are to be received and approved by the SHDC in sufficient time before work commences to permit Contractor to remedy any deficiencies. The SHDC reserves the right to require complete, certified copies of all required

insurance policies, including endorsements affecting the coverage required by these specifications at any time.

The documentation must be signed by a person authorized by that insurer to bind coverage on its behalf and shall be submitted to:

Sylvester Housing Development Corporation  
Attention: Michael Allen  
411 N. Jefferson Street  
Sylvester, GA 31791

The proposer shall submit one (1) original and four (4) copies of the proposals with the submission.

## **SUBCONTRACTORS**

Use of subcontractors must be pre-approved by the SHDC. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate insurance certificates and endorsements for each subcontractor in a manner and in such time as to permit the SHDC to approve them before sub-contractors' work begins. All coverages for subcontractors shall be subject to all of the requirements stated above.

Appendix A

**Sylvester Housing Development Corporation**

*RFP for Fee Accounting Services – RFP \_\_\_\_\_*

***Schedule of Proposed Pricing***

Schedule of Professional fees to support all-inclusive maximum price	Hours	Quoted Hourly Rate	Total
Partner		\$	\$
Manager		\$	\$
Senior Accountant		\$	\$
Jr. Accountant		\$	\$
Staff		\$	\$
Other		\$	\$
Total		\$	\$

*Complete this schedule for each fiscal year (2025 – 2029)*

Appendix B

**Sylvester Housing Development Corporation**  
*RFP for Fee Accounting Services – RFP \_\_\_\_\_*  
*Schedule of Proposed Pricing by Year*

Task	Description	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
	Total All-Inclusive Price	\$	\$	\$	\$	\$

# 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 or 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 or 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

# 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/offers 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. 1/01/2014)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addresses.

**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 \$100,000 - use Section I;**
- 2) **Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 988.105) greater than \$2,000 but not more than \$100,000 - use Section II; and**
- 3) **Maintenance contracts (including nonroutine maintenance), greater than \$100,000 – use Sections I and II.**

### Section I - Clauses for All Non-Construction Contracts greater than \$100,000

#### 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 III, 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
  - (ii) 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.
- (ii) 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 (l) 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)(1)(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)(1)(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)(1) 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.

(ii) 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)(1)(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)(1)(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)(1) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(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 agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the

Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

## 17. 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.

## 18. 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.

## 19. 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.

## 20. Liens

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

## 21. 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 135, 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 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of

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apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, 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 135. 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 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

## **22. 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.

# 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:]

# Certification of Payments to Influence Federal Transactions

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

Applicant Name

Program/Activity Receiving Federal Grant Funding

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.  
**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title

Signature

Date (mm/dd/yyyy)

**SECTION 3**  
**CERTIFICATION**  
**IS NOT REQUIRED**  
**FOR**  
**THIS REQUEST FOR**  
**PROPOSALS**