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**REQUEST FOR PROPOSALS**  
**for**  
**Executive Search Services**  
**RFP NO. 22-07**

The Harris County Housing Authority (**HCHA**) hereby solicits written proposals from executive search or recruiting firms to provide the services that are reasonable and appropriate to identify to **HCHA** and for **HCHA** to interview qualified and suitable candidates to fill the position of Executive Director at **HCHA**. This **Request for Proposals** ("RFP") contains submission requirements, scope of service, period of services, terms and conditions, and other pertinent information for submitting a proper and responsive submittal. **RFP #22-07** will be posted on and may be downloaded from HCHA's website, [www.hchatexas.org](http://www.hchatexas.org).

Prospective **Offerors** desiring any explanation or interpretation of this solicitation must make the request in writing no later than **Tuesday, November 15, 2022**. The request must be e-mailed to Vivian Clark at [hr@hchatexas.org](mailto:hr@hchatexas.org). Any information given to a prospective Offeror about this solicitation will be furnished to all other prospective **Offerors** as a written amendment to the solicitation. All amendment(s) to this solicitation, if issued, will be posted on **HCHA's** website [www.hchatexas.org](http://www.hchatexas.org). All **Offerors** are highly encouraged to check **HCHA's** website for any amendment(s) to this **RFP**.

Each proposal submitted in response to this **RFP** must be labeled as follows: **Executive Search Services-Request For Proposals. RFP #22-07, Due Date and Time: November 30, 2022, 3:00 P.M. (CST), from \_\_\_\_\_ (complete blank with name of Offeror).**

The **RFP** submission must be e-mailed as an attachment to **Vivian Clark, Human Resources, Harris County Housing Authority**, at [hr@hchatexas.org](mailto:hr@hchatexas.org).

Submittals must reach **HCHA** no later than **3:00 P.M. (CST)** on **November 30, 2022**. Late submissions will be handled per the provisions in Form HUD-5369-B titled "Late Submissions, Modifications, and Withdrawal of Offers." Submittals will not be released or disclosed to the public in any manner until after the contract award.

Submittals will be evaluated on the criteria stated in the **RFP**. Negotiations with Offerors with a reasonable chance of being selected may be conducted. After evaluating the proposals, if any, the Contract will be awarded to the responsible **Offeror(s)** whose qualifications, price, and other factors considered are the most advantageous to **HCHA**.

**HCHA** reserves the right to reject any and all submittals.

Melissa Quijano  
Melissa Quijano, Acting Executive Director/CEO  
Harris County Housing Authority

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## **ATTACHMENTS**

<b>Attachment A:</b>	General Scope of Services
<b>Attachment B:</b>	Conflict of Interest Questionnaire (CIQ)
<b>Attachment C:</b>	Non-Collusive Affidavit Form
<b>Attachment D:</b>	M/WBE Participation Form
<b>Attachment E:</b>	Instructions to Offerors - Non-Construction (Form HUD-5369-B)
<b>Attachment F:</b>	Contract Form (without exhibits)
<b>Attachment G:</b>	Certification of Payments to Influence Federal Transactions

## 1. PROFILE OF THE HARRIS COUNTY HOUSING AUTHORITY

Harris County Housing Authority ("**HCHA**" or the "**Authority**") is governed by the Texas Housing Authorities Law, codified in Chapter 392 of the Texas Local Government Code. With private sector partners, it builds, operates, and manages affordable housing developments to provide decent, safe, and sanitary housing to low-income families, veterans, the elderly, and the disabled. **HCHA** also implements affordable housing programs designed and funded by the U.S. Department of Housing and Urban Development ("**HUD**"). The Authority is a Public Housing Agency ("**PHA**") that administers **HUD**'s Section 8 Housing Choice Voucher ("**HCV**") and Veterans Affairs Supportive Housing ("**VASH**") programs. **HCHA**'s revenue is derived from federal funds, administrative fees, development grants, and rental income. **HCHA**'s budgeted revenues for the 2023 fiscal year are \$62,098.008. Its budgeted expenses for the same period are \$61,492.678.

**HCHA** is governed by a five member Board of Commissioners. The Commissioners are selected by the Harris County Commissioners Court. **HCHA** often works very closely with Harris County but **HCHA** is not a department of Harris County. It is a separate unit of government. Its functions are considered essential governmental functions under Texas law.

**HCHA** enters into and contracts and other agreements that are necessary and convenient to further its goal of providing affordable housing to the residents of Harris County, Texas.

**HCHA**'s property is used for essential public and governmental purposes and under Texas law, **HCHA** is exempt from state taxes, including sales tax on all its purchases of supplies and services.

**HCHA** or its wholly owned affiliate, **HCHA** Redevelopment Authority, Inc., is the sole member of multiple limited liability companies (LLCs) that serve as the general partner for Low Income Housing Tax Credit & Bond limited partnerships that either own and operate existing affordable housing developments or are in the process of constructing low income affordable housing developments.

Financing for these developments may have included Community Development Block Grant (CDBG) and CDBG-Disaster Recovery (CDBG-DR) Funds, HOME funds from Harris County, Tax-Exempt Bonds, and equity from the sale of non-competitive 4% Low-Income Housing Tax Credits (**LIHTC**) from the Texas Department of Housing and Community Affairs as well as conventional debt. CDBG-DR funds may require compliance with Texas General Land Office program requirements.

## 2. INTRODUCTION

**HCHA**'s mission is to provide safe, decent, and sanitary affordable housing for low-income persons. **HCHA** hereby seeks proposals from qualified executive search or recruiting firms (**Offerors**) to identify qualified and suitable candidates to interview for the position of Executive Director at **HCHA**. The Executive Director (also referred to as the Chief Executive Officer) is responsible for the day to day operation of **HCHA**, including but not limited to the hiring and firing of staff, compliance of **HCHA**'s affordable housing programs and developments with federal and state law, reporting of financial and other information of **HCHA** and its affiliates and subsidiaries to federal, state, and local governments and, where applicable, to financial institutions. The Executive Director reports to **HCHA**'s Board of Commissioners. **HCHA** is not an agency of, or department within, the government of Harris County, Texas. **HCHA** does, however, often work closely with departments within Harris County government. The executive search services to be provided by the successful Offeror are described in "**Attachment A**" to this **RFP** (General Scope of Services also called the Scope of Work). Additional descriptions of the services required may, however, appear elsewhere in this **RFP**. Later evaluation of the successful Offeror may lead to amendment of the services required.

**HCHA** will consider most favorably those **Offerors** who clearly demonstrate knowledge of and

familiarity with the responsibilities imposed by federal, state, and local laws and regulations upon the Executive Director of a housing authority/public housing agency. The Offerors considered favorably must have demonstrated experience in the placement of an Executive Director (or an executive with comparable duties) with successful housing authorities/public housing agencies comparable in size and with a portfolio comparable to **HCHA**. The Offerors considered favorably will have the ability to identify candidates with substantial experience in affordable housing programs that include working with private developers, HUD, and state and local agencies involved in promoting affordable housing. All submittals must conform to requirements outlined herein.

If a Contract is awarded, it will be awarded to the responsible **Offeror** whose qualifications, fees, terms/conditions, and other factors are deemed most advantageous to **HCHA**. Additional requirements or restrictions imposed by **HUD** and other governmental entities will also be considered in selecting one or more **Offerors** to negotiate with.

### 3. **PROCUREMENT SCHEDULE**

The anticipated schedule for the **RFP** is as follows:

#### **SCHEDULE**

<b>EVENT</b>	<b>DATE</b>
Advertised	November 6, 2022, and November 13, 2022
Post on <b>HCHA</b> Website	November 7, 2022
Pre-Submission Conference	N/A
Receipt of Written Questions	November 15, 2022
Response to Written Questions	November 17, 2022
Submission Date	November 28, 2022

### 4. **DELIVERABLES**

Any handmade corrections made in the proposal must be initialed by the principal or authorized officer of the **Offeror**. The original proposal must bear the signature of a principal or authorized officer of the **Offeror**.

Only one (1) proposal needs to be submitted. If more than one proposal is submitted, HCHA may consider the proposal submitted last. The electronic submission of a proposal shall be treated as having been signed by a principal or authorized representative of the **Offeror** and fully binding on the **Offeror**.

**Offerors** are solely responsible for ensuring that their proposals are received by the time and date stated. Receipt at **HCHA** after the due date and time specified is cause for rejection.

Proposal Due Date/Time:

Proposals must be submitted on or before **3:00 P.M. CST on November 28, 2022**, by e-mail. Proposals must be labeled as follows: **Executive Search Services-Request For Proposals. RFP #22-07, Due Date and Time: November 28, 2022, 3:00 P.M. (CST), from \_\_\_\_\_ (complete blank with name of Offeror).**

### Submission Place/Address

Proposals must be e-mailed as a pdf attachment to: **Vivian Clark, Human Resources Dept., Harris County Housing Authority**, at [hr@hchatexas.org](mailto:hr@hchatexas.org)

Proposals sent by regular mail, telephone (SMS text), or facsimile will not be accepted. Handwritten proposals will not be accepted.

## **5. PRICES AND TERMS**

After receiving all responses, **HCHA** will select the response that is most advantageous to the **HCHA** and negotiate a fee with the successful **Offeror**. If negotiations are unsuccessful, **HCHA** will cease and commence fee negotiations with the next ranked **Offeror**. Alternatively, **HCHA** may concurrently negotiate with multiple **Offerors** in accordance with **HCHA's** Procurement Policy Section No. 6.5.4 (available on **HCHA's** website).

## **6. GENERAL REQUIREMENTS**

All submittals must conform to requirements outlined herein. All responses to this **RFP** are subject to the terms and conditions in the Instructions to Offerors Non-Construction, **Attachment E** to this **RFP**, the terms of which are fully incorporated herein and made a part hereof.

**HCHA** reserves the option to require an oral presentation by **Offeror(s)** and request additional information during the proposal review period.

Submittals must remain open and not subject to unilateral withdrawal or modification for ninety (90) days after the submittal due date.

All costs incurred, directly or indirectly, in preparing a response to this request for proposals shall be the sole responsibility of and shall be borne by the **Offeror**.

The successful **Offeror** shall:

- Complete written documents in a manner suitable and acceptable to **HCHA**, including its Board of Commissioners, its Acting Executive Director, and its General Counsel.
- Correspond with **HCHA**, its Board of Commissioners, its Acting Executive Director, and its General Counsel as those parties deem necessary.
- Coordinate all services with **HCHA**.
- Coordinate all services with other parties as determined necessary by **HCHA**.
- List the firms' name, contact person, telephone number, and profiles of expected participants in the performance of the services. The submittal must provide a timeline/schedule, including tasks required to accomplish the proposed services. Subsequent instructions may be issued to the successful **Offeror** in connection with the final process. The proposal must make provisions to meet and comply with all applicable laws and regulatory criteria.
- Provide a minimum of two (2) references from housing authorities for whom **Offeror** has provided executive search services in the past forty-eight (48) months. The references must include the following:

Organization Name and Address  
Contact Person Telephone Number  
E-mail Address of Contact  
Dates of Service  
Brief Description of Service(s) Provided

## 7. CORRESPONDENCE

Requests for additional information related to this **RFP** must be made in writing and e-mailed to **HCHA's** Human Resources Department at [hr@hchatexas.org](mailto:hr@hchatexas.org) by **November 15, 2022**. This will allow time for issuing any necessary amendment(s) to the **RFP**.

One or more amendments to this **RFP** may be issued before the Submission Date to change or clarify the **RFP**. All amendments shall be binding in the same manner as if originally included in this **RFP**. **It is the Offeror's responsibility to check HCHA's website for the issuance of any amendment(s).**

Any explanation or interpretation affecting all **Offerors** made before the Submission Date will be issued as an amendment. **HCHA** will not be bound by or responsible for any other explanations or interpretations of this **RFP** other than those given in writing by **HCHA** as provided in this Section 7. Oral instructions, interpretations, or representations, whether or not made by an officer or employee of **HCHA**, are not binding on **HCHA**.

Any consultant(s) and others assisting the **Offeror** in preparing a proposal must obtain necessary information from the **Offeror**. They are not allowed to contact directly **HCHA** or **HCHA's** representatives for this information.

Multiple awards may be made. The agreement for services will be awarded to the executive search firm or firms whose proposal or proposals were judged to be most advantageous to **HCHA**.

## 8. DOCUMENT REQUIREMENTS

The following is a description of the minimum information **Offeror** must supply in its submittal. It is up to the **Offeror** to provide any supplemental information or materials that it considers to be of assistance in evaluating the proposal submitted. Proposals that omit critical elements may be deemed non-responsive and not considered. Each proposal must include the following:

- I. Letter of Transmittal. Signed by the person authorized to commit the Offeror to perform the services in the proposal.
- II. Table of Contents.
- III. Executive Summary. Provide a brief non-technical overview of the executive search firm, including the range of services offered. **Offerors** should provide information that explains how and why the firm's services meet **HCHA's** needs. List the firm's team members, roles, responsibilities, and qualifications and identify the primary contact person.
- IV. Name, title, e-mail address, telephone, and fax number of person(s) to be contacted for clarifications or request(s) for additional information regarding the offer.
- V. Name, title, e-mail address, telephone, and fax number of person(s) authorized to contractually obligate the executive search firm and negotiate on behalf of the firm.
- VI. A brief statement summarizing the **Offeror's** understanding, methodology (including strategy

and tools) to be used to provide the requested services.

- VII. **Offeror** shall provide an anticipated timeline to complete the requested services.
- VIII. A description of all charges and fees and, if not fixed, the manner in which ALL charges and ALL fees will be determined (a Fee Proposal, see "**Attachment I**")
- IX. Certification(s) and License(s)
- X. References (including references in addition to those required under General Requirements)
- XI. **HCHA/HUD** Certifications and Affidavits. **Offeror** shall submit executed originals of the following:
  - A. Attachment B: Conflict of Interest Questionnaire
  - B. Attachment C: Form of Non-Collusive Affidavit
  - C. Attachment D: M/WBE Participation Form
  - D. Attachment G: Certification of Payments to Influence Federal Transactions

## 9. EVALUATION CRITERIA

Proposals must conform to the guidelines stated herein.

An Evaluation/Selection Committee will evaluate proposals. This committee will review the proposals and make a recommendation to **HCHA's** Acting Chief Executive Officer (**CEO**). The **CEO** will present the recommendation to the Board of Commissioners of **HCHA**, seeking approval to negotiate and execute all documents required to obtain the services.

**HCHA** reserves the right to require supplemental information from **Offeror** and to meet with all or any of them to clarify points of uncertainty or ambiguity. **Offeror** agrees to cooperate fully and promptly provide all supplemental information requested and comply with all requests for meetings.

Selection of the successful **Offeror** will be at the sole discretion of **HCHA**. All proposals will be evaluated, and up to three of the most qualified (top-ranked), responsive and responsible firms may be invited for panel interviews and discussions. If a contract is awarded, it will be awarded to the responsible **Offeror(s)** whose qualifications and other factors are deemed most advantageous to **HCHA**. **HCHA** reserves the right to reject, in its discretion, any and all proposals. **HCHA** reserves the right to negotiate all aspects of the contract/engagement letter/agreement to provide the services.

### EVALUATION CRITERIA AND RATING

**Step 1.** Proposals must meet certain mandatory criteria in order to qualify for further evaluation. Any "no" answer to the first two questions will disqualify the Offeror. A "yes" answer to the third question will require a written explanation and may disqualify the Offeror:

1. Is the firm properly licensed to do business in the State of Texas?
2. In the last 10 years, has disciplinary action been taken, or pending against the firm or any principal of the firm?

**Step 2.** Proposals that comply with the terms of this **RFP** will be evaluated using the following criteria:



<b>Criteria</b>	<b>Maximum Points</b>
Does the proposal describe in a clear, concise, adequate, and understandable manner the services to be provided? (Including the manner and methods used.)	<b>15</b>
Does the proposal adequately respond to the needs of <b>HCHA</b> for an executive search firm capable of locating a well-qualified Executive Director candidate with experience in and knowledge of the development of affordable housing <b>and</b> HUD's Housing Choice Voucher program?	<b>20</b>
Is the methodology the firm proposes to use reasonable, appropriate, and adequate for the services requested?	<b>10</b>
Does the proposal demonstrate the firm's substantial familiarity with the knowledge and skills required of and desired for an Executive Director of a public housing authority with a substantial focus on the development of affordable housing?	<b>10</b>
Are the fees the firm proposes to charge reasonable (competitive) when compared to fees charged by similar firms for similar services?	<b>5</b>
Are the firm's personnel who will be assigned to provide the services experienced in the business of providing executive search services for public housing authorities?	<b>5</b>
Has the firm successfully provided executive search services for public housing authorities recently?	<b>10</b>
Have other public housing authorities and similar governmental entities found the firm to be competent in providing the requested services?	<b>10</b>
Does the proposal indicate awarding the contract to the firm will advance <b>HCHA</b> 's desire to advance the employment of minority business enterprises and women owned business enterprises?	<b>15</b>
<b>TOTAL POINTS</b>	<b>100</b>

Proposals will be evaluated and ranked according to points received.

## 10. AVAILABILITY OF RECORDS

**HCHA** and any duly authorized representative (which may include, but not be limited to, the U.S. Department of Housing and Urban Development, Texas Department of Housing and Community Affairs, the Inspector General of the United States, lender, investor, or other local jurisdictions), shall have access to, and the right to examine any and all pertinent books, records, documents, papers, and the like, of the successful **Offeror**'s office or firm, which shall relate to the performance of the services to be provided.

## 11. ASSIGNMENT OR TRANSFER

The successful **Offeror** shall not assign or transfer any interest in the Contract in whole or part without written approval of **HCHA**.

## 12. CONTRACT & TERM

Acceptance of the offer for the services specified herein will be made by negotiating and executing a duly authorized Contract for Executive Search Services ("Contract"). All **Offerors** are cautioned against making assumptions or accepting any representation by any employee, member, officer, or representative of **HCHA** concerning the selection of the successful **Offeror** until the agreement has been finally negotiated and executed. The initial term is for one year with an option to renew for one additional year.

The Contract must be approved by the Board of Commissioners of **HCHA**. **HCHA** reserves the right to request changes in the selected **Offeror**'s representation if, at our discretion, assigned personnel are not satisfying the needs of **HCHA**. The Contract will be substantially in the form attached as **Attachment F** to this **RFP**. However, the terms and conditions of the Contract offered may include additional or different terms if required or appropriate under applicable law, and the scope of services may be amended to reflect **HCHA**'s needs and any amendments to this **RFP**. The Contract will control over conflicting terms in any representation or engagement agreement provided by Offeror.

**HCHA** reserves the right to cancel the agreement if it is determined that the selected firm is not performing satisfactorily or is adversely affecting performance of **HCHA** activities. **HCHA** will provide thirty (30) days written notice of termination.

## 13. STANDARDS OF CONDUCT

The successful **Offeror** shall be responsible for maintaining satisfactory standards of employees' competency, conduct, courtesy, appearance, honesty, and integrity and shall be responsible for taking such disciplinary action with respect to any employee as may be necessary.

## 14. CONFLICT OF INTEREST

No employee, officer, or agent of **HCHA** shall participate directly or indirectly in the selection or award of any contract if a real or apparent conflict is involved. Such conflict would arise when a financial or other interest in an agency selected for an award is held by:

- An employee, officer, or agent involved in making the award; or
- His/her relative including father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, domestic partner, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister; or
- His/her business or professional partner; or

- An organization that employs, is negotiating to employ, or has an arrangement concerning prospective employment of any of the above.

## 15. STATEMENT OF OWNERSHIP

The offer shall contain the legal name of the executive search/audit firm with whom **HCHA** will contract by name, address, phone number, and name of principal person assigned to negotiate on behalf of the **Offeror**.

## 16. M/WBE PARTICIPATION

The successful **Offeror** agrees to make its best efforts to subcontract with minority business enterprises and/or women business enterprises (herein called **M/WBE**) certified as such or recognized by **HCHA** as a certified **M/WBE**.

## 17. PERTINENT FEDERAL REGULATIONS WITH REGARD TO NONDISCRIMINATION AND EQUAL OPPORTUNITY

The requirements of Title VIII of the Civil Rights Act of 1968 and Title VI of the Civil Rights Act of 1964, relating to prohibitions against discrimination in housing and the benefits of federally funded programs because of race, color, religion, sex, or national origin, must be met by the successful **Offeror**.

The successful **Offeror** must adhere to federal regulations prohibiting discrimination on the basis of age under the Age Discrimination Act of 1975 and prohibit discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1989.

The requirements of Executive Order 11246, relating to equal employment opportunity in connection with federally funded programs, must be met by the successful **Offeror**.

The successful **Offeror** must also meet the requirements of Section 3 of the Housing and Urban Development Act of 1968, relating to the training and employment of individuals, and contracting for business opportunities in metropolitan areas in which federally funded programs are being operated.

The successful **Offeror** must meet the requirements of Executive Orders 11625, 12432, and 12138 relating to the use of minority and women's business enterprises in connection with federally funded programs.

## ATTACHMENT A

### GENERAL SCOPE OF SERVICES

The Harris County Housing Authority (**HCHA**) hereby solicits proposals from qualified executive search firms to provide executive search services to **HCHA**. The services to be provided include all of the following:

1. Identify qualified candidates for the position of Executive Director of a public housing authority with substantial experience in and knowledge of the development of affordable housing **and** HUD's Housing Choice Voucher program.
2. Conduct face to face screening interviews with potential candidates to identify those candidates suitable for later interview by HCHA's staff and Board of Commissioners.
3. Use contacts and trade organizations (e.g., NAHRO and PHADA) nationwide to ensure the largest number of potential candidates are identified, discretely contacted, and evaluated.
4. Use a thorough and disciplined approach toward the goal of identifying and attracting the most qualified candidates.
5. Screen out those not willing or likely to consider the position to be permanent. (HCHA is looking for a long term Executive Director.)
6. Competently manage and schedule the search process, including screening applicants and organizing and participating in the interview process while making all reasonable efforts to coordinate with and accommodate the schedules of HCHA staff and the Board of Commissioners.
7. In the screening of applicants, performing criminal background checks of any candidate to be interviewed by HCHA, and diligently and thoroughly verifying all licenses, certifications, other credentials, and all educational degrees, awards, and honors. All checks and verifications of a candidate must be completed before scheduling or discussing HCHA's interview of the candidate.
8. Before commencing the search, the firm must gain a reasonably complete understanding of HCHA's operations, programs, plans, activities, and goals.
9. In coordination with HCHA, developing an accurate description of the position and the required qualifications (candidate criteria) for communication to potential candidates. (The candidate criteria must not be published or distributed without the express written consent of HCHA's Acting Executive Director.)
10. In coordination with and the approval of HCHA, developing a search strategy and list of locations and organizations on which to focus the search.

### SPECIAL REQUIREMENTS:

1. Reports. For each candidate presented to HCHA, provide a comprehensive written report, well in advance of any interview or meeting. The report must include: (a) personal data and a detailed and complete career history (no gaps); (b) the firm's own evaluation of the candidate, based on HCHA's candidate criteria; (c) reports from all references provided, if available after making concerted but reasonable efforts.
2. Negotiation. If HCHA identifies a candidate it desires to hire, the search firm will participate in the negotiation of the terms of employment to the extent reasonably required by HCHA.
3. Loyalty. The search firm must be loyal to HCHA and must, at all times, act in the best interests of HCHA and not on behalf of any candidate.
4. Experience. The search firm must have at least five years' experience as an executive level recruiter.
5. Guarantee. Provide a minimum one year guarantee of any candidate hired by HCHA through this contract. Under the terms of this guarantee, if, for any reason or no reason, the candidate leaves HCHA's employment or is placed on long term (over one-month) leave by HCHA's Board of Commissioners before completing one full year of employment, the search firm must immediately commence a search for a replacement. The search firm must provide all services for the replacement search in the same amount, quality, and degree as if HCHA had not hired an Executive Director. The search firm will receive no additional compensation for the replacement search, however, reasonable travel expenses for the candidate will be reimbursed according to HCHA's expense reimbursement policy.

**ATTACHMENT B**

**CONFLICT OF INTEREST QUESTIONNAIRE (CIQ)**

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

**FORM CIQ**

**This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

## OFFICE USE ONLY

Date Received

**1 Name of vendor who has a business relationship with local governmental entity.**

**2** ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3 Name of local government officer about whom the information is being disclosed.**

\_\_\_\_\_  
Name of Officer

**4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

**5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

**6** ☐ **Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).**

**7**

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;  
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

ATTACHMENT C

**NON-COLLUSIVE AFFIDAVIT**

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

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

\_\_\_\_\_, being first duly sworn, deposes and says that he/she/they is

\_\_\_\_\_  
(the owner of bidder, a partner of bidder, an officer or manager of bidder, etc.)

of the party making the foregoing proposal or bid (the “bidder”), and affirms the truth of the following: that such proposal or bid is genuine and is not collusive or a sham; that the bidder has not colluded, conspired, connived, or sought with any person, or agreed with any person, directly or indirectly, to fix the bid price or fix any overhead, profit, or cost element of the bid or proposal of bidder or the bid or proposal of any other person; that the bidder has not in any manner, directly or indirectly, sought by agreement, collusion, communication, or conference with any person to secure any advantage against

**THE HARRIS COUNTY HOUSING AUTHORITY**

or of any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

\_\_\_\_\_  
(Complete above with full legal name of bidder)

\_\_\_\_\_  
(Signature of person authorized to sign for bidder)

\_\_\_\_\_  
(Complete with title of person signing for bidder – e.g., owner, president, manager, partner, etc.)

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

\_\_\_\_\_  
Notary Public



## **ATTACHMENT D**

### **M/WBE PARTICIPATION**

**M/WBE PARTICIPATION:** The Contractor agrees to use its best efforts to subcontract with minority business enterprises and/or women business enterprises (M/WBEs) certified as such or recognized by HCHA as a certified M/WBE. Contractor shall use its best efforts to subcontract a sufficient dollar amount with M/WBEs to ensure that a minimum of 30 percent of the final contract dollars are expended on one or more M/WBEs. All adjustments that cause the contract price to increase will also increase the total amount Contractor must expend on M/WBEs to satisfy Contractor's obligation to use Contractor's best efforts to subcontract with M/WBEs.

**USING BEST EFFORTS TO FULFILL M/WBE REQUIREMENT:** In the event HCHA has a reasonable belief that Contractor will not use his/her/its best efforts to meet the 30 percent M/WBE participation goal, HCHA reserves the right to pull work from the contract. Best efforts may be established by showing that Contractor has contacted and solicited bids/quotes from subcontractors and worked with HCHA to seek assistance in identifying M/WBEs.

**FAILURE TO USE YOUR BEST EFFORTS TO COMPLY WITH THESE OBLIGATIONS MAY CONSTITUTE BREACH OF CONTRACT AND SUBJECT THE CONTRACT TO TERMINATION.**

**NOTIFICATION OF M/WBE PARTICIPATION:** Contractor agrees to promptly complete and return all M/WBE Confirmation of Participation and M/WBE Confirmation of Payment forms utilized by HCHA. Contractor further agrees to provide proof of M/WBE subcontractor participation by submitting copies of checks made payable to the respective M/WBE subcontractor(s) signed by Contractor.

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
DATE

## **BIDDER'S PROPOSED M/WBE PARTICIPATION FORM**

Bidder proposes to work with the following MBE/WBE participants:

Name of Participant M/WBE

Name of Certifying Entity  
(e.g., City/County/State)

### Percent of Total Work

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

## SAMPLE FORMAT FOR RECORDKEEPING ESTIMATED PROJECT WORKFORCE BREAKDOWN

### M/WBE PARTICIPATION

JOB CATEGORY	TOTAL ESTIMATED POSTIONS NEEDED FOR PROJECT	NO. POSITIONS OCCUPIED BY PERMANENT EMPLOYEES	NUMBER OF POSITIONS NOT OCCUPIED	NUMBER OF POSITIONS TO BE FILLED WITH M/WBE
OFFICER/SUPERVISOR				
PROFESSIONAL				
TECHNICAL				
OFFICE/CLERICAL				
SERVICE WORKERS				
TRAINEES				
CONTRACTS:				
OTHERS				

**ATTACHMENT E**

**Instruction to Offerors for Non-Construction  
Contracts (Form HUD 5369-B)**

# 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:]

**ATTACHMENT F**

**CONTRACT FORM**  
**(without exhibits)**





# 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. 11/30/2023)

Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

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 \$150,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 905.100) greater than \$2,000 but not more than \$150,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$150,000 – use Sections I and II.

### Section I - Clauses for All Non-Construction Contracts greater than \$150,000

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

#### 8. Contract Termination; Debarment

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

#### 9. Assignment of Contract

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

#### 10. Certificate and Release

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

#### 11. Organizational Conflicts of Interest

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
- (i) Award of the contract may result in an unfair competitive advantage; or
  - (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 (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

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

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

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

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

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

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

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

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

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

(2) Professional and technical services.

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

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

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

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

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

(iii) Selling activities by independent sales representatives.

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

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

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

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

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

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



## 16. Equal Employment Opportunity

During the performance of this contract, the

Contractor/Seller agrees as follows:

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

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

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

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

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

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

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

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

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

## 17. Equal Opportunity for Workers with Disabilities

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

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

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

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

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

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

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

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

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

## 18. Dissemination or Disclosure of Information

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

## 19. Contractor's Status

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

## 20. Other Contractors

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

## 21. Liens

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

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

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 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 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) 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.
- (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

## **ATTACHMENT G**

### **Certification of Payments to Influence Federal Transactions**



# Certification of Payments to Influence Federal Transactions

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

OMB Approval No. 2577-0157 (Exp. 01/31/2017)

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)

Previous edition is obsolete

form HUD 50071 (01/14)  
ref. Handbooks 7417.1, 7475.13, 7485.1, & 7485.3

