

**HOUSING AUTHORITY OF THE CITY OF RALEIGH, NC
REQUEST FOR PROPOSAL FOR LEGAL SERVICES FOR REAL ESTATE and
DEVELOPMENT TRANSACTIONS**

ISSUED: April 11, 2022

The Housing Authority of the City of Raleigh (“RHA”) invites proposals from qualified individuals and/or firms to serve as Legal Counsel on the agency’s real estate transactions including the conversion to Rental Assistance Demonstration. Through the Request for Proposal (“RFP”) process, the successful respondent will demonstrate the ability and experience to perform legal counsel services related to real estate and development transactions.

Single copies of this RFP may be obtained at no cost by visiting RHA’s website <https://www.rhaonline.com/business-opportunities/bid-status/open-bids/>. All firms should register their interest by sending an e-mail to jmorgan@rhaonline.com. In the event addenda are issued, they will be issued via e-mail and posted on <https://www.rhaonline.com/business-opportunities/bid-status/open-bids/>.

All inquiries related to this RFP are to be directed in writing to Jennifer Morgan at jmorgan@rhaonline.com. Questions should be submitted via e-mail no later than April 18, 2022 at 4:00 pm EST. The responses to the questions will be posted on www.rhaonline.com on April 20, 2022.

Proposals in response to this “RFP” (one electronic copy) are due no later than April 22, 2022 at 3:00 PM EST and should be addressed as follows:

To: Jennifer Morgan at jmorgan@rhaonline.com

Subject: PROPOSAL: LEGAL SERVICES

RHA is an Equal Opportunity Employer and does not discriminate on the basis of race, color, national origin, sex, religion, age, or handicapped status in employment or the provision of services. RHA solicits and encourages the participation of minorities and small businesses in procurement. RHA reserves the right to reject any and all qualifications/proposal packages and to waive any informality.

Housing Authority of the City of Raleigh

J. Wayne Felton
Executive Director

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Section 1 GENERAL INFORMATION

1.1 Introduction

RHA is seeking Proposals from experienced individuals and/or firms with a demonstrated successful track record in providing legal counsel services related to real estate and development transactions including the conversion to the Rental Assistance Demonstration (“RAD”). Individuals and/or firms must possess the ability to do business in NC.

Proposals must demonstrate capacity and readiness to perform the required services immediately upon execution of a contract with RHA and/or its non-profit affiliates. Contract term is anticipated to be three-years with an option to renew for two additional one-year periods. RHA will provide the contractor with written notice of its intent to extend the contract at least ninety (90) days prior to the expiration of the current contract term. The successful candidate will serve as the legal counsel for all real estate and development transactions including the RAD conversion of Terrace Park, Berkshire, Meadow Ridge and Valleybrook apartments and for the redevelopment of Heritage Park. This RFP does not include the issuance of bonds.

Currently RHA is in the beginning stages of redeveloping a 122-unit public housing site into a 375+ unit mixed-income, possibly mixed-use, property. Heritage Park was built in 1975 and 1978 and is located in a highly desirable area of downtown Raleigh, NC. The vision for Heritage Park includes a mixed-income, (potentially mixed use) community of at least 375 apartments which may include units available to renters with incomes up to 80% AMI. At least 122 of the units will be for very low income residents making 30% AMI or below. RHA expects to select a developer-partner for this transaction no later than the end of May 2022.

RHA is currently converting four properties, 196 units total, to the RAD-PBV program and expects to receive the RAD Conversion Commitment towards the end of April 2022. These are no-debt conversions where operating reserves and capital funds are the only funding sources being used in the conversion. Only minor repairs were identified in the Critical Needs Assessments and expect to be completed within a few months of closing. The owner, which is a non-profit affiliate of Raleigh Housing Authority, and the individual LLCs for each property have already been established for these converting properties.

RHA is also in the process of developing a strategic plan to determine additional development opportunities in order to increase the affordable housing stock in Raleigh, NC and the surrounding community.

1.2 The Housing Authority of the City of Raleigh

RHA, established in 1938, owns and manages 1,444 public housing units including 13 family developments, 2 elderly/disabled high-rise developments, and 108 public housing single family homes scattered throughout the City of Raleigh. RHA is the property manager for another 484 non-public housing units including 339 affordable market-rate units for families, and 145 low income housing tax credit (“LIHTC”) units for seniors in two separate developments. RHA administers 3,921 Section 8 vouchers. RHA is governed by a nine-member Board of Commissioners.

RHA, along with one of its non-profit affiliates, Capitol Area Developments, Inc., has redeveloped three mixed-income communities consisting of 291 public housing units, 233 affordable market-rate units and 145 LIHTC units. RHA has successfully managed the 145 LIHTC units since they were completed in 2002 and 2007.

Section 2 SCOPE OF SERVICES

2.1 General Requirements for Legal Counsel

The legal services described in this Scope of Services are intended to serve as a general guideline for the types of legal service that may be required. It is not intended to be all inclusive. It is expected that Respondents will have knowledge of regulations pertaining to HUD, North Carolina as well as the City of Raleigh.

- Prepare and process all documents and approvals for RAD closing as listed on the RAD-PBV closing checklist including the opinion of counsel.
- Prepare updated title reports for the RAD properties and facilitate the release of the Declaration of Trust.
- Serve as main point of contact for review of documents and response to HUD related to any legal comments for the RAD conversion. Attend any necessary calls with HUD related to legal issues.
- Prepare ground leases and operating agreements for the four properties converting to RAD as needed.
- Negotiation, preparation and review of contracts, agreements, opinions, and other documents related to construction, real estate development and/or acquisition and rehabilitation work.
- Provide legal advice to RHA personnel regarding mixed-finance, RAD, and LIHTC, including, but not limited to, project financing, project development and management, and applicable statutory, regulatory or policy requirements.
- Legal services required to prepare and submit funding applications to lenders, local, state, and

federal funding agencies; and subsequent loan closing(s) of each project.

- Represent the Authority with real estate acquisition and real estate disposition matters involving public and private real estate opportunities and other property related issues, i.e. title, condemnation, environmental mitigation, residential and commercial leases, ADA, etc.
- Draft, review and make recommendations on mixed-finance proposals and documents including but not limited to: ground lease, regulatory and operating agreements, declaration of restrictive covenants, management agreements, developer agreements, partnership agreements, and all.
- Prepare and/or advise RHA in the preparation of evidentiary submissions to the U.S. Department of Housing and Urban Development ("HUD") and other funders as necessary.
- Advice, legal review, and analysis in connection with the preparation of equity investor solicitation materials and with the evaluation of tax credit financing proposals from equity investors. This includes assistance with negotiation and preparation of the initial partnership agreements, a predevelopment loan agreement, assignment agreements, a development services agreement and authorizing resolutions; advice and counsel in connection with any special tax advice; evaluations of related partnership documents (including review and modification of the partnership agreement and related documents to reflect RHA requirements); drafting of other documents required to comply with federal securities laws; providing documentation necessary for rendering of enforceability opinion; and rendering of enforceability opinion.
- As needed, assist RHA staff, consultants and developer in the preparation of application(s) for allocations of tax-exempt (volume cap) bond authority. Advise and assist the Authority in formulating and executing a debt-financing plan and in bond financing law.
- As needed, review and make recommendations on any new agreements between RHA, Developers and/or Contractors.
- Assist with legal matters involving HUD and all relevant HUD funded programs associated with the RAD conversion and property development.
- Provide all other legal services necessary for Public Housing repositioning and real estate development that may not be contained in this RFP.
- Work closely with Housing Authority's general counsel on all of the above.

Section 3 SUBMISSION AND EVALUATION REQUIREMENTS

3.1 Submission Requirements

To be considered responsive to this RFP and to facilitate evaluations, submittals should address and be organized in the order of the outline given below and include the following information:

- Cover letter: A principal or officer of the firm authorized to execute contracts or other similar documents on the firm's behalf must sign the letter.

Using the items described in Scope of Services above, please provide:

- Summary of the firm's qualifications and experience relevant to the scope.
- Summary of the qualifications of the principals who may be assigned to work on projects within the scope of work. Provide resumes for all staff expected to work on projects within the scope of work.
- Propose a fixed rate fee for the RAD conversions and an all-inclusive hourly rate for development activities on the Form attached as Exhibit A.
- A list of no fewer than three Housing Authority references, including agency or business name, contact person, address and telephone number. References may be checked.

3.2 Evaluation Criteria

RHA will evaluate each proposal based on the criteria set forth below. Each Respondent must provide evidence of its qualifications under each criterion.

Criterion	Evaluation Points
1. Firm's Qualifications and Experience: Firm's (and sub-consultant's, if applicable) qualifications and experience with Legal Services, as shown in the scope of work of this RFP.	25
2. Staff's Qualifications and Experience: Qualifications and relevant experience of firm's personnel (and sub-consultant's personnel, if applicable), as shown in the scope of work in this RFP, likely to be assigned for any particular work assignment.	40
3. Hourly Rate: Fixed rate fee for the RAD conversion and the proposed all-inclusive hourly rates for providing these services. You must list the names and an all-inclusive hourly rate for each staff member likely to be assigned for any particular work assignment created by this RFP.	25
4. Section 3 Commitments. Points will be given based on the extent to which the respondent has exhibited the use of MBE/WBE and Section 3 businesses. Respondents will be rated on quality and quantity of the training and employment opportunities planned for Section 3 individuals, particularly current RHA residents.	10
TOTAL	100

Section 4 SCHEDULE AND REQUIRED INFORMATION

4.1 Selection Process and Schedule

RHA will use the following process and schedule to evaluate proposals. In its sole discretion, RHA may change both this process and schedule.

- Selection Process: RHA will review the proposals to determine compliance with the submission requirements specified in this RFP. RHA may reject non-compliant proposals without further review. An Evaluation Committee will be responsible for overseeing the procurement process and making a recommendation to RHA’s Board for approval. The Committee will determine which proposals are competitive based on the established evaluation criteria and point system contained in this RFP. After completing its ranking, the Evaluation Committee may hold oral interviews with the best-qualified firms. The Committee will use both its initial scoring and the oral interviews, if any, to assign final scores.
- Selection Schedule: The anticipated schedule for the RFP and contract approval is as follows. RHA reserves the right to alter this schedule at any time:

Activity	Projected Date
RFP Available for Distribution	April 11, 2022
Last day for Questions	April 18, 2022
Issuance of Addendum (if any)	April 20, 2022
Receipt of proposals by RHA deadline	April 22, 2022
Selection	April 28, 2022

4.2 Due Date and Format for Responses to RFP

Proposals must be received by RHA by the deadline and at the place indicated in this RFP. Respondents shall submit one electronic copy to jmorgan@rhaonline.com.

The deadline is firm as to date and hour. RHA will treat as ineligible for consideration any submission that is received after that deadline. All submissions become the property of RHA. RHA will hold all proposals in confidence except for disclosure necessary for its own procurement process.

4.3 Addenda

In the event there are changes or clarifications to this RFP, RHA will issue an addendum. Addenda will be posted on RHA’s website at www.rhaonline.com/business-opportunities/bid-

status/open-bids/ and e-mailed to all registered potential respondents.

4.4 Expense of RFP Submissions

The Respondent shall bear all expenses incurred in the preparation and submission of proposals in response to this RFP.

4.5 RHA Options

RHA reserves the right at any time, in its sole discretion and for any reason, to do any or all of the following:

- Cancel and/or reissue the RFP, and/or reject all proposals;
- Reject, in whole or in part, any or all proposals received in response to this RFP which are incomplete and/or non-responsive;
- Waive or correct any immaterial defect or technical error in any response, proposal or proposal procedure, as part of the RFP or any subsequent negotiation process;
- Request that certain or all Respondents to this RFP supplement or modify certain aspects of the information or proposals submitted;
- Modify the selection procedure, the scope of the proposed project or the required responses; and,
- Extend deadlines for accepting proposals, request amendments to proposals after expiration deadlines, or negotiate or approve final agreements.

4.6 RHA Discretion

The determination of the criteria and process whereby responses are evaluated, the decision as to who shall receive a contract award, or whether or not an award shall be made as a result of this RFP, shall be at the sole and absolute discretion of RHA.

4.7 No Claim Against RHA

A Respondent shall not obtain, by submitting a proposal in response to this RFP, any claim of any sort against RHA or RHA's property by reason of all or any part of any of the following:

- Any aspect of this RFP;
- The selection process;
- The rejection of any or all offers;
- The acceptance of any offer;
- Entering into any agreements or the failure to enter into any agreements;
- Any statements, representations, acts or omissions of RHA to any person or entity acting on its

behalf; the exercise of any discretion set forth in or concerning any of the foregoing;

- Any other matters arising out of the foregoing.

4.8 Personnel

In submitting their proposals, Respondents are representing that the personnel described in their proposals shall be available to perform the services described from first to last, barring illness, accident, or other unforeseeable events of a similar nature in which cases the Respondent must be able to provide a comparably qualified replacement. Furthermore, all personnel shall be considered to be, at all times, the sole employees of the legal firm under its sole direction, and not employees or agents of RHA.

4.9 Level of Effort and Funding

It should be clearly understood that all services requested in this RFP are on an “as needed basis” and that any dollar value referred to in this RFP in no way constitutes a guarantee of the level of effort that may be requested of the successful Respondent, or guarantee a certain dollar amount.

4.10 Rules, Laws and Regulations

The Agent shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, especially those applicable to conflicts of interest. RHA will presume that Respondents are familiar with all federal, state and local laws, ordinances, codes, rules and regulations that may in any way affect the services.

Exhibit A

FEE PROPOSAL LEGAL SERVICES

Respondent must fill out the information below. Include a two-year projection of rates. Be as complete and specific as possible. Fill in each category; RHA will assume that blanks equal \$0.00.

Fixed Rate Fee for RAD Conversion

Property	# of Units	Cost for Conversion
Berkshire Village	40	
Meadow Ridge	60	
Terrace Park	46	
Valleybrook	50	
Total Cost		

Does this include 3rd party fees ___ Yes ___ No

Hourly Rates for Non-RAD Real Estate and Development Activities

1. HOURLY RATES

Name or Designation of Personnel	Hourly Rate
Clerical, others	

2. REIMBURSABLE EXPENSES

Reimbursable Expenses	Amount or Formula
Photocopying	
Telephone/Faxes	
Word Processing	
Postage	
Travel and Lodging	
Other (Please add here)	

3. HOW WILL YOU BILL FOR TRAVEL TIME TO/FROM RHA'S OFFICE?

- No charge Hourly Bill Rate
- Other (Please explain.) _____

(Exhibit A continued)

4. ARE YOU AMENABLE TO A FEE AGREEMENT THAT WOULD SET MAXIMUM FEES (TO BE NEGOTIATED) FOR DISCRETE LEGAL TASKS FOR PROJECTS? _____

5. OTHER PROPOSED METHODS OF CALCULATING FEE

If Respondent has other methods to propose for determination of its fee, state them on a separate attachment and submit with this Form.

Signature: _____

Title: _____

Print Name: _____

Date: _____

FAILURE TO SIGN THIS FORM WILL MAKE THE PROPOSAL NON-RESPONSIVE

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.

Certifications and Representations of Offerors Non-Construction Contract

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

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

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

- (a) is, is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b) is, is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c) is, is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

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

(Check the block applicable to you)

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

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

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

- (1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

General Conditions for Non-Construction Contracts

Section II – (With Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/01/2014)

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

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

- 1) Non-construction contracts (*without* maintenance) greater than \$100,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 968.105) greater than \$2,000 but not more than \$100,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$100,000 – use Sections I and II.

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Section II – Labor Standard Provisions for all Maintenance Contracts greater than \$2,000
=====

1. Minimum Wages

- (a) All maintenance laborers and mechanics employed under this Contract in the operation of the project(s) shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination, including any additional classifications and wage rates approved by HUD under subparagraph 1(b), shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- (b) (i) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate only when the following criteria have been met:
 - (1) The work to be performed by the classification required is not performed by a classification in the wage determination;
 - (2) The classification is utilized in the area by the industry; and
 - (3) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) The wage rate determined pursuant to this paragraph shall be paid to all workers performing work

in the classification under this Contract from the first day on which work is performed in the classification.

2. Withholding of funds

The Contracting Officer, upon his/her own action or upon request of HUD, shall withhold or cause to be withheld from the Contractor under this Contract or any other contract subject to HUD-determined wage rates, with the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor the full amount of wages required by this clause. In the event of failure to pay any laborer or mechanic employed under this Contract all or part of the wages required under this Contract, the Contracting Officer or HUD may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment or advance until such violations have ceased. The Public Housing Agency or HUD may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

3. Records

- (a) The Contractor and each subcontractor shall make and maintain for three (3) years from the completion of the work records containing the following for each laborer and mechanic:
 - (i) Name, address and Social Security Number;
 - (ii) Correct work classification or classifications;
 - (iii) Hourly rate or rates of monetary wages paid;
 - (iv) Rate or rates of any fringe benefits provided;
 - (v) Number of daily and weekly hours worked;
 - (vi) Gross wages earned;
 - (vii) Any deductions made; and
 - (viii) Actual wages paid.
- (b) The Contractor and each subcontractor shall make the records required under paragraph 3(a) available for inspection, copying, or transcription by authorized representatives of HUD or the HA and shall permit such representatives to interview employees during working hours on the job. If the Contractor or any subcontractor fails to make the required records available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds.

4. Apprentices and Trainees

- (a) Apprentices and trainees will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in:
 - (i) A bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration (ETA), Office of

Apprenticeship Training, Employer and Labor Services (OATELS), or with a state apprenticeship agency recognized by OATELS, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice;

- (ii) A trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or
 - (iii) A training/trainee program that has received prior approval by HUD.
- (b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.
- (c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.
- (d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.
- (e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

5. Disputes concerning labor standards

- (a) Disputes arising out of the labor standards provisions contained in Section II of this form HUD-5370-C, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the HA, or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of the HA, or upon request of the Contractor or subcontractor(s).
- (i) A Contractor and/or subcontractor or other interested party desiring reconsideration of findings of violation by the HA or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the HA or HUD. The request shall set

forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD).

- (ii) The HA or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations.

- (iii) The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.

- (b) Disputes arising out of the labor standards provisions of paragraph 6 shall not be subject to paragraph 5(a) of this form HUD-5370C. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this paragraph 5(b) include disputes between the Contractor (or any of its subcontractors) and the HA, HUD, the U.S. Department of Labor, or the employees or their representatives.

6. Contract Work Hours and Safety Standards Act

The provisions of this paragraph 6 are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" includes watchmen and guards.

- (a) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provisions set forth in paragraph 6(a), the Contractor and any

subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to the District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in paragraph (a) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

- (c) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such Contract or any federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

7. Subcontracts

The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this Section II and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the provisions contained in these clauses.

8. Non-Federal Prevailing Wage Rates

Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under state law to be prevailing, with respect to any employee in any trade or position employed under the Contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.

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

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

4. Organizational Conflicts of Interest Certification

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

- (i) Award of the contract may result in an unfair competitive advantage;
- (ii) The Contractor's objectivity in performing the contract work may be impaired; or
- (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

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

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

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

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

(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:]

CERTIFICATE OF COMPLIANCE - SECTION 3

Certification of Compliance with Regulations to Section 3 of Housing and Urban Development Act of 1968 as required for participation in (name of project)

PURPOSE, AUTHORITY AND RESPONSIBILITY

Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U. S. C., 1731u (hereinafter Section 3) requires that to the greatest extent feasible, employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall be directed to low-income and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

_____ (hereinafter called the Company), CERTIFIES that upon being awarded a contract to _____ in Raleigh, NC; that the Company:

- a) is under no contractual or other impediment that would prevent it from complying with requirements of Section 3 as set forth in 24 CFR part 135; and
- b) will comply with HUD's regulations in 24 CFR Part 135; and
- c) will send to each labor organization or representative of workers with which the Company has a collective bargaining agreement or other understanding, a notice advising the labor organization or the representative or workers of the Company's commitments under Section 3; and
- d) will include this Section 3 Certification of Compliance in every subcontract subject to compliance with the regulations found in 24 CR Part 135 and further agrees to take the appropriate action pursuant to those regulations in the event the subcontractor is found to be in violation of 24 CFR Part 135; and
- e) will not subcontract with any subcontractor where the Company has notice or knowledge that the subcontractor has been found in violation of any provision of 24 CFR Part 135; and
- f) will not fill any vacant employment positions, including training positions, a. after the Company is selected but before the contract is executed, and b. with persons other than those to who the regulations in 24 CFR Part 135 require employment opportunities to be directed, in order to circumvent the Company's obligations under 24 CFR Part 135;
and
- g) will, to the extent feasible, make a good faith effort to utilize the services of businesses located in or substantially owned by persons who live within the project boundaries.

Company Name _____

Name and Title _____

Signature _____

Date _____

NON-COLLUSION AFFIDAVIT OF CONTRACTOR

_____ does hereby state: _____ (name)

1. S/He is the _____ of (owner, partner, officer, or representative) _____ hereinafter referred to as Contractor.
_____ (business name)
2. S/He is fully knowledgeable of the preparation and contents of Subcontractor's proposals which were submitted to (Contractor); _____ for specific work required in connection with a _____ project titled _____ and located at: _____
3. Said Contractor's proposal is genuine and is not a collusive or sham proposal;
4. Neither the Contractor nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including myself, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other bidder, firm, or person to submit a collusive or sham proposal in connection with such contract or to refrain from submitting a proposal in connection with such contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other bidder, firm, or person to fix the price or prices in said Contractor's Proposal, or to fix any overhead, profit, or cost element of the price or prices in said Contractor's Proposal, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against Home Forward, or any person interested in the proposed Contract; and
5. The price or prices quoted in the Contractor's Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including myself.

Signed: _____

Title: _____

Date: _____

Witnessed by: _____

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT

1. The officer certifies, to the best of its knowledge and belief that:

1.1. The offeror and/or any of its Principals:

1.1.1. Are are not (check one) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any agency using Federal funds:

1.1.2. Have have not (check one) within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and are are not (check one) presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of the offenses enumerated above.

1.1.3. The Officer has has not (check one) within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal, state, or local agency.

1.2. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF ANY AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

1.2.1. The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

1.2.2. A certification that any of the items in Section I of this provision exists will not necessarily result in withholding award under this proposal. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsive.

1.2.3. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by Section I of this provision. The knowledge and information of an Offeror are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

1.2.4. The certification in Section I of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to NRHA, the Contracting Office may terminate the contracting resulting from this proposal for default.

Company Name _____

Name and Title _____

Signature _____

Date _____

HOUSING AUTHORITY OF THE CITY OF RALEIGH, NC CONTRACT

ARTICLE 1. General Provisions.

- a. Except as otherwise specifically stated in the Contract, the Contractor will provide and pay for all materials, labor, tools, equipment, water, lights, heat, power, transportation, superintendents, temporary construction of every nature, taxes legally collectable because of work, and all other services and facilities of every nature whatever necessary to do the work to be done under the Contract. The Contractor must deliver a completed contract in every respect within the specified time.
- b. Time is of the essence to complete this Contract. Should the Contractor fail to complete the specifications by the completion date, it will be considered a default of the contract terms and conditions. Housing Authority of the City of Raleigh, NC ("RHA") may cancel the Contract pursuant to the provisions of Article 4.
- c. The Contractor will not subcontract with any contractor not approved by RHA.
- d. Before commencing work, the Contractor and each of his subcontractors must furnish RHA with evidence of insurance coverage. The insurance will cover the complete project and RHA property in an amount of the exposed loss potential. The following is the minimum acceptable coverage:
- 1) Workers' Compensation, in accordance with State or Territorial Workers' Compensation laws;
 - 2) Manufacturers and Contractor's public liability with bodily injury and property damage limits of not less than \$300,000. Combined limits to protect the Contractor and each subcontractor against claims for personal injury or death and damage to property of others. This will cover the use of all equipment, hoists, and vehicles on the site or sites.
- e. The Contractor agrees to protect, defend, indemnify, and hold RHA and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or disabilities of every kind and character arising out of this Contract and/or the performance hereof. The Contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, at his or her sole expense and agrees to bear all other expenses related to, even if it (claims, etc.) is groundless or fraudulent.
- f. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." In accordance with this law, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, or genetic information. The Contractor will take affirmative action to ensure that they employ applicants, and that they treat employees during employment, without regard to their race, color, religion, sex, national origin, age, or genetic information. Such action will include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth by the provisions of this Equal Opportunity clause.
- g. No member, officer, or employee of RHA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which RHA was active, no other public officials of such localities, who exercises any functions or responsibilities with respect to the project, or for one year afterwards, will have any interest, direct or indirect, in this Contract or the proceeds of it.
- h. All contracts must comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145) as supplemented by Department of Labor regulations (29 CFR Part 3). All contractors and subcontractors for construction or repair are prohibited from inducing, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. All suspected or reported violations must be reported to HUD or other appropriate Federal agency.
- i. All contracts in excess of \$2,000 for work related to routine and non-routine maintenance in the operation of RHA shall adhere to the current prevailing wage rates. The Contractor shall provide payrolls for all employees and subcontractors with each payment request. HUD Form HUD- 5370-C (1/2014) is incorporated herein by reference and made a part hereof. HUD-5370-C is available on-line at <https://www.hud.gov/sites/dfiles/OCHCO/documents/5370-C2.pdf> or in hard copy on request from the RHA Contract Monitor.
- j. All prime construction contracts in excess of \$2,000 for construction, alteration, or repair must comply with the Davis Bacon Act (40 U.S.C. 3141-3144, and 3146-48) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. All suspected or reported wage violations will be reported to HUD and/or the Department of Labor. The Contractor shall provide certified payrolls for all employees and subcontractors with each payment request. HUD Form HUD- 5370-EZ (1/2014) is incorporated herein by reference and made a part hereof. HUD Form 5370-EZ is available on-line at <https://www.hud.gov/sites/dfiles/OCHCO/documents/5370-EZ.pdf> or in hard copy on request from the RHA Contract Monitor.
- k. Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.
- l. All contracts more than \$150,000 must comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C 7401-7671g) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387) as amended. Violations must be reported to the Federal awarding agency or the regional office of the Environmental Protection Agency.
- m. This contract must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, regarding recoverables. The requirements of Section 6002 include procuring only 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, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

n. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work that might be categorized as an invention under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

o. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

p. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

q. HUD and the Comptroller General of the United States shall have access to any books, documents, papers, and other records that are pertinent to this specific contract for the purpose of making audit, examinations, excerpts, and transcriptions.

r. Contractor vehicles shall only be parked in designated parking spaces. Contractors or agents thereof, shall not park or traverse vehicles or equipment on grounds without written approval from RHA. Damage to grounds resulting from vehicles or equipment shall be restored to like new condition at the expense of the Contractor.

s. This instrument, with its attachments, form the Contract. In the event that any provision in any component part of this Contract conflicts with any other component part, the provisions of Article 1 will govern, except as otherwise specifically stated.

t. IRAN DIVESTMENT ACT CERTIFICATION Contractor certifies that, as of the date listed below, it is not listed on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 147-86.58. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 147-86.59(b), Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

u. E-VERIFY. Contractor shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if Contractor utilizes a subcontractor, Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes. E-Verify is a Federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law.

v. All weapons and firearms (including those allowed with a concealed carry permit) are prohibited from RHA properties.

w. Effective May 1, 2018, smoking is prohibited inside or within a 25 foot perimeter of any property owned, leased, or otherwise controlled or operated by RHA or where combustible fumes can collect, such as in garage and storage areas, areas where chemicals are used, and all other designated areas where an occupational safety or health hazard might exist.

ARTICLE 2. Statement of Work. The Contractor will furnish all labor, materials, equipment, services, and perform to complete all work required in strict accordance with the specifications listed below or attached which are incorporated herein by reference and made a part hereof.

ARTICLE 3. Statement of Warranty/Guarantee. The Contractor will furnish all warranties and guarantees to the Contract Monitor upon completion of stated specifications.

ARTICLE 4. Cancellation. RHA may terminate this Contract at any time by reason of unsatisfactory performances or other default of the Contractor without prior written notice. Either party may terminate the Contract by giving thirty (30) days prior written notice. Such notices by the Contractor should in no way be construed as taking away the right of RHA to terminate for unsatisfactory performance.

HOUSING AUTHORITY OF THE CITY OF RALEIGH, NC

900 Haynes Street, Raleigh, NC 27604

CONTRACT

THIS AGREEMENT made this _____ day of _____ in the year Two Thousand and _____ by and between _____ a corporation organized and existing under the law of the State of _____ a partnership consisting of _____ or individual trading as _____ hereinafter called the "Contractor", and the Housing Authority of the City of Raleigh, NC, hereinafter called the "RHA",

IN WITNESS WHEREOF, the parties hereto have caused This Instrument to be executed in three original counterparts as of the day and year first above written.

ARTICLE 5. The Contract Price. RHA shall pay the Contractor for the performance of the Contract, in current funds, subject to additions and deductions as provided in the Specifications, the sum of _____ Dollars (\$ _____).

WITNESSETH, that the Contractor and RHA for the consideration stated herein mutually agree as follows:

Item No.	Project	SPECIFICATIONS/STATEMENT OF WORK	Cost Per Item
TOTAL			\$
Contract Work Completion Date:		Work Code:	

This Contract is not valid without a contract number affixed.

CONTRACTOR:

By: _____ Date: _____
 Title: _____ Tax I.D. # : _____
 Business Address: _____ Attest: _____
 City, State, Zip: _____ Phone: _____ Fax: _____

HOUSING AUTHORITY OF THE CITY OF RALEIGH, NC:

By: _____ Date: _____
 Title: _____ Attest: _____
 _____ / _____ Acct #: _____
Executive Director (If \$3000.00 or more) **Date** Contract Number: _____
 Contract Monitor: _____ Phone: _____

HOUSING AUTHORITY OF THE CITY OF RALEIGH, NC CONTRACT

CONTRACTOR: _____

DESCRIPTION: _____

ARTICLE 6. Section 3 clause 135.38 All Section 3 covered contracts shall include the following clause (referred to as Section 3 clause):

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 each labor organization or representative of workers with whom 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, set forth minimum number and job titles subject to hire, the availability of apprenticeships, training positions, and the qualifications for each skill, the name and location of the person (s) taking applications for each of the positions and the anticipated date the work will 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 regulation in 24 CFR part 135. The Contractor will not subcontract with any subcontractor if the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulation 24 CFR part 135.

e. The Contractor will certify any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the Contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor’s obligations of 24 CFR part 135.

f. Noncompliance with HUD’s regulations in 24 CFR part 135 may result in sanctions, and termination of this Contract for default and debarment of suspension from future HUD assisted contracts.

How many employees are new hires for this Contract? _____

How many training positions are for this Contract? _____

CONTRACTORS’ INITIALS: _____

DATE: _____