

Raleigh Housing Authority (RHA)

REQUEST FOR PROPOSALS (RFP)

Executive Search Firm

Issued April 29, 2022

PROPOSAL DEADLINE:

All proposals must be received at the following address no later than 3:00 p.m. (EST), on May 20, 2022.

PROPOSAL SUBMISSION:

Respondents should their proposals to Mary Mason at mmason@rhaonline.com with “RFP for Search Firm for Executive for Raleigh Housing Authority.” In the subject line.

All responses submitted are subject to these instructions and the Supplemental Instructions to the Offerors, Non-Construction form HUD Form 5369-B, contained in the Appendix.

RHA reserves the right to reject any or all proposals for cause and to waive any informality in the submission process if it is in the public interest to do so.

During the period between issuance of this RFP and the proposed due date, no oral interpretation of the RFP’s requirements will be given to any prospective Offeror. Requests for interpretation (and other questions) must be made in writing at least 5 days before the submission due date and time to Mary Mason at mmason@rhaonline.com.

During the period of advertisement for this RFP, RHA may wish to amend, add to, or delete from the contents of this RFP. In such situations, RHA will issue an addendum to the RFP setting forth the nature of the modification. All addenda will be posted on the RHA website at www.rhaonline.com. It shall be the responsibility of each Respondent to ensure they have any/all additional addenda relative to this RFP.

General and Supplemental Conditions, and all other requirements contained herein, all of which are made a part of this Request for Proposals by reference.

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Search Firm Executive Staffing RFP

General Information

RHA is one of the largest providers of affordable housing in Wake County. We house over 5,800 families in our various programs and properties owned and/or managed by RHA. RHA, established in 1938, owns and manages 1,444 public housing units including 13 family developments, 2 elderly/disabled high-rise developments, and 106 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 approximately 3,921 Section 8 vouchers.

We are currently working on converting some of our properties to Rental Assistance Demonstration, RAD. By converting these properties to a voucher-based funding source it will provide financial security for these properties for the future. We have begun discussions regarding redevelopment of Heritage Park. It consists of 122 public housing units which were constructed in two phases in 1975 and 1978. It is located in a highly desirable area of downtown Raleigh, NC near employment opportunities, community services and public amenities. RHA is governed by a nine-member Board of Commissioners.

Introduction

The RHA is seeking proposals from consultants for searching for the Chief Executive Officer (CEO) for the Raleigh Housing Authority. The CEO position is a newly created position within the organization that supplants the current Executive Director position while adding significant new and re-prioritized responsibilities to the role of CEO.

The RHA Board of Commissioners' Transition Committee is coordinating the CEO search process, including recommending Executive Search Firms for consideration to the full Board of Commissioners (BoC) and facilitating the CEO search process with the selected firm. The Transition Committee will serve as the review committee for proposals submitted under this RFP, and then make recommendations as to best-qualified firms to the BoC for its review. The RHA BoC will make the final decision on the selection of the Executive Search Firm sought herein, as well as the selection of the CEO from a slate of candidates recommended via the search process.

The BoC selection of the Executive Search Firm (Firm) will be based on best overall value when considering the Firm's demonstrated experience and competence in executive recruitment. The BoC will consider the entire proposal for quality and responsiveness, relevant experience in conducting executive searches for comparable positions, ability to perform the Scope of Work, expertise and availability of key personnel, satisfaction of other clients, and pricing, among factors.

The selected Firm will be asked to conduct an initial meeting with the BoC upon execution of the contract with RHA to further review and discuss the search process and steps. Thereafter, the Firm will be expected to work interactively with the BoC's Transition Committee and any assigned RHA staff or consultants during the search process, and to periodically brief and solicit input from the full BoC.

Scope of Work

The selected Firm will be expected to fully execute the following Scope of Work:

- ***Devise and execute a comprehensive national search design and strategy across varied industry sectors to identify highly qualified, best-fit candidates for the CEO position.***

As the new CEO position will require considerable experience in planning, leading and guiding the implementation an anticipated 8–12-year program of affordable housing development and preservation in a fast-growing real estate market, the ideal candidate may be more likely drawn from the nonprofit and for-profit real estate development and related sectors than from the conventional public housing authority management sector. At the same time, candidates must demonstrate working experience with the Section 8 voucher, public housing and community/social service programs required to effectively manage a mid-size public housing authority. The search strategy will be expected to promote and solicit interest in the CEO position across all of these sectors with targeted, proven methods, including seeking input on possible candidates from diverse leaders in these areas.

The search design should provide the following:

- Timeline for fully undertaking the search and candidate selection process.
- Schedule of key steps, benchmarks and related deliverables.
- Outline the method for completing an effective position description.
- Describe the methods for screening interested applicants and advancing best-qualified candidates, including recruiting persons from historically minoritized communities, use of an executive/personal attributes assessment tool and conducting preliminary and final interviews.
- Indicate the firm principal in charge of the search and any associates and their relevant experience.
- Offer a resume of successfully-completed comparable searches and references for the sponsors of those searches.
- Describe any guarantees offered for making successful placements.
- Provide a cost proposal and budget, including a schedule of payments tied and weighted to clear deliverables.

The search design should also describe the anticipated engagement of the Transition Committee, the full RHA BoC and any needed support of RHA staff in the search process. Such engagement might potentially include reviewing a list(s) of prospective search contacts, drafted

search materials, evolving candidate lists, profiles of final candidates, interviewing final recommended candidates, and other tasks as recommended. The design should also address how to efficiently apprise and seek appropriate input from key RHA stakeholders—resident and local leaders, partners, service providers, others—about the search process.

More specific elements of the search strategy, design and execution are outlined below as integral components of the Scope of Work.

- ***Work closely with the Transition Committee in developing the CEO position description, optimal methods for circulating it, working broad contacts lists and providing industry-sector outreach.***

The new CEO position is an exceptional opportunity for a highly experienced candidate to lead a high-performing agency while accelerating RHA’s role in addressing the growing affordable housing needs in a dynamic, major Mid-Atlantic city. The position description should emphasize these dimensions and the characteristics of an accomplished, innovative leader likely to find the opportunity compelling. It should also reflect input from RHA’s BoC and key senior staff in devising the essential responsibilities, capabilities and attributes of a leader most likely to succeed in executing the new CEO role and responsibilities. The selected Firm should also be able to recommend an attractive, market-appropriate compensation package for the new position.

The methods for circulating the position description, conducting outreach to the affordable housing industry and varied sectors within it, affinity professional groups and lists of contacts for consultation on possible candidates should be described. Sourcing contacts most likely to understand the dimensions of this opportunity and have a lens across the affordable housing industry should be prioritized.

The selected Firm will be expected to learn and be able to communicate pertinent aspects of RHA’s mission, values, recent history, organizational structure—including the BoC, RHA affiliate organizations, senior staff—as well as RHA’s current organizational priorities, including the key charges of RHA’s strategic planning process that is currently underway. It will also be important for the selected Firm to learn and communicate salient aspects of the greater Raleigh community, local economy and housing market—particularly the rapidly growing need for additional affordable housing.

- ***Undertake a thorough candidate intake, review, screening and advancement protocol.***

As an initial step, the selected Firm will be expected to receive and review candidate application materials and determine that applicants meet threshold qualifications related to experience, education and critical background factors.

After assessing which candidates indicate the strongest potential in successfully performing the essential responsibilities of the position, the Firm will be asked to rank, profile and advance an initial tier of the most promising candidates to the RHA Transition Committee, and then brief and further discuss this tier with the Committee. It will then be expected to assist the Transition Committee in evaluating and identifying the top 3-5 candidates from this tier for preliminary interviews. As part of this step, the Firm will be asked to deploy a proven executive/personal attributes assessment tool administered by a qualified third-party to offer additional insights and further inform subsequent interviews with identified candidates. The firm will then be expected to schedule and assist the Transition Committee in conducting and debriefing interviews conducted with this group.

Upon completion of this benchmark, the Firm will be asked to assist the Transition Committee in narrowing to a final list of at least three candidates for further review and consideration by the RHA BoC. In preparation, the Firm will be expected to conduct in-depth reference checks of advanced candidates addressing past job performance, criminal history, financial background, and other pertinent factors. These findings should be included in a thorough profile of all relevant information prepared for each of the candidates recommended to the BoC.

- ***Develop detailed profiles and supporting materials for recommended candidates and manage an efficient process for briefing and discussing them with the Transition Committee and BoC.***

In developing candidate profiles, the BoC is especially interested in understanding the candidates' capabilities and personal attributes in advancing a strategic vision for RHA attuned to the Raleigh context, then leading and executing the strategy while continuing to assure the agency's high-performing status. The agency's future vision and mid-term goals will be significantly determined in RHA's strategic planning process, which will be in its beginning phases during the search process. The incoming CEO will be expected to quickly guide and shape the strategic planning process in whatever phase it may be when formally hired.

The BoC will also be interested in the candidates' experience, strengths and potential for leading a sizeable increase and efficient pacing of RHA's new affordable housing development activities while also working to effectively preserve and oversee the agency's inventory of conventional public housing and landlord owned- and managed- housing. The former requires having played a significant role in substantially rehabilitating and constructing new affordable, mixed-income and ideally mixed-used developments in other settings, and working familiarity with latest HUD programs (RAD, RAD-Section 18 blends, Section 18 Demo-Dispo, Choice Neighborhoods, etc.) and federal-state Low Income Housing and Historic Investment Tax Credits, tax-exempt bond financing, and other public-private financing methods. The latter responsibility involves working familiarity with the effective management of the Section 8 voucher, conventional public housing and community/social services programs.

After compiling profiles and supporting materials focused on these capabilities for each advanced candidate, the selected Firm should conduct efficient briefings and discussions with the Transition Committee, and subsequently, the BoC regarding final candidates.

- ***Manage an efficient process for scheduling, preparing for and facilitating preliminary interviews with the recommended slate of final candidates and the BoC.***

The selected Search Firm will be expected to coordinate final candidates' schedules for preliminary interviews with the Transition Committee, as well as interviews of advanced candidates with the BoC interview panel. It should also design and prepare interview questions for the BoC's consideration and be on-site with the BoC interview panel to facilitate interviews and handle associated tasks and standard follow ups. This should include a thorough de-briefing with the BoC panel following each candidate interview, and then preparing needed materials for recommending final candidates to the full BoC for review and approval.

If after the interviews and debriefing the number of final candidates is winnowed below the desired level by the RHA BoC, the selected Firm may be asked to quickly advance other qualified candidates for further consideration and interviews.

- ***Negotiate the employment offer with the selected candidate and any back up candidate(s) if necessary.***

Once a final candidate is reviewed and approved by the BoC for a formal employment offer, in consultation with RHA's human resources staff as to specific agency requirements, the selected Firm will be expected to negotiate the formal employment offer with the selected candidate.

- ***Notify applicants not selected relative to standard protocols and courtesies.***
- ***Compile, retain and deliver to RHA a record of required legal and procurement documentation and ongoing communications about the search.***

The RHA human resources staff will brief the selected Firm as to the above requirements at the onset of the search process.

Submittals:

Proposals should be submitted in the following format, with Tabs separating each section:

- 1. Letter of Interest.** An interest letter signed by the consultant authorized to submit the proposal and to make commitments on behalf of the company.
- 2. Table of Contents.** A table of contents shall be provided that lists each section of the proposal.
- 3. Organization History.** Give a brief description of the consultant's business and its history.

- 4. Qualifications.** A description of the consultant’s qualifications to perform the Search for CEO.
- 5. Relevant Experience and Capacity.** Provide a list of the organizations for which the Consultant has performed relevant work, going back at least 5 years. Give examples of related successes and retention rate of candidates with particular emphasis on comparable CEO searches. Particular emphasis should be on contracts with public housing agencies and development companies.
- 6. Schedule.** Provide a schedule and management plan.
- 7. Staffing.** Provide a list of staff members who will work on this contract, including principals and staff-level personnel, along with qualifications of each. Provide a resume for all assigned staff members.
- 8. Evaluation Criteria.** Provide information addressing each of the evaluation criteria.
- 9. Fees.** Include the total cost for providing the services covered by this RFP. Include provision of placement guarantees and details of candidate fallout replacement cost. Also show material and other costs, including travel, general, administrative, overhead, and profit.
- 10. References.** Provide a list of clients, including the organization name, contact person, telephone number, and address as well as brief descriptions of the scope of work. Information provided for at least four similar entities and scope of work to RHA.
- 11. Section 3 and WMBE.** Provide documentation regarding any claimed status as a Section 3 business or Women-Owned or Minority-Owned Business Enterprise and any efforts to utilize individuals eligible as Section 3 participants.
- 12. Insurance.** The selected consultant will be required to provide a certificate of insurance certifying that they have insurance coverage that will cover their employees while on RHA property and will protect the RHA from liability for the actions of their employees. The insurance coverage should include the following:
- 1) Comprehensive General Liability (GL) for each type of contract should be per occurrence, combined single limit for bodily injury liability and property damage liability. This should include premises and operations; independent contractors; products and completed operations and contractual liability.
 - a) The required minimum limit is either \$1,000,000 or \$5,000,000 depending on total contract cost and length of contract. See below to determine minimum amount:
 - i) Requires \$1,000,000 GL
 - 2) RHA should be included as an additional insured on both types of coverage.

Evaluation Criteria

POINT VALUE	CRITERIA
35	Qualifications & Experience: particularly in making successful executive placements with comparable affordable housing organizations (public, nonprofit, for profit); familiarity with affordable housing sectors and a broad, diverse range of sourcing contacts; track record in placing diverse executive

	candidates; understanding basic public and affordable housing real estate development and management practices and challenges.
20	Satisfaction of Comparable Clients: presumes provision of readily accessible references.
15	Expertise & Availability of Key Personnel: particularly regarding familiarity with affordable housing sectors and practices; providing sufficient support staffing; assuring attentive focus of all personnel to achieving search benchmarks; maintaining agreed-to scheduling.
15	Fee: for RHA to assess relative to industry standards, including provision of any placement guarantees.
10	Process Approach & Methods: assumes thorough, complete RFP response addressing the full Scope of Work and other requested components; comprehensiveness of overall search design and strategy; engagement and collaborative working relationship with board-level review and selection committees; ability to solicit inputs from a broad, diverse range of sourcing contacts across public and affordable housing sectors, which includes the intentional recruitment of members from historically minoritized communities.
5	Schedule: track record and ability in managing an efficient, timely schedule in other referenced searches.
100	Total Points

Reservation of Rights

Proposals that are incomplete with respect to the requirements listed in the proposal may be considered unresponsive and may be disqualified at RHA's discretion.

The Authority reserves the right to:

- Request additional information from any and all firms.
- Withdraw the RFP at any time.
- Accept or reject any and all Proposals.
- Take exception to these RFP specifications.

- Reject Proposals from any firm who has previously failed to perform properly and/or complete work or contracts in a timely manner, does not comply with the requirements of this RFP, or is not in a position to perform the contract.
- Be the sole judge of suitability of the services for its intended use.
- Be under no obligation to select a consultant as a result of this RFP and make no award or decline to enter negotiations should it believe no Respondent to this RFP would be capable of delivering the necessary level of service within an acceptable fee range and/or time period.
- Negotiate the fees and charges contained in the Proposal and are not obligated to accept a Proposal based upon the lowest fee schedule.
- RHA reserves the right to reject any or all proposals for cause and to waive any informality in the submission process if it is in the public interest to do so; and to make the award in the best interest of RHA.

All matters set forth in a Proposal shall become the property of the Authority, may be disclosed by the Authority, and may be made available by the Authority for public inspection after the execution of the contract. The agreement between the Authority and the selected firm will be evidenced by a written contract, which shall incorporate this RFP, the Proposal, and any related correspondence. In executing such contract, the firm agrees to be bound by the terms and conditions of this RFP, and that all representations, warranties, and commitments in the Proposal and related correspondence are contractual obligations. In the event of any conflict in the terms and conditions between the RFP, the Proposal, and any related correspondence, the RFP shall control.

Appendix

Appendix 1: HUD 5369-B

Appendix 2: HUD 5369-C

Appendix 3: Section 3 Business Certification

Appendix 4: Non-Collusion Affidavit

Appendix 5: Certificate Regarding Debarment

Appendix 6: RHA Contract

Instructions to Offerors Non-Construction

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



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1. Preparation of Offers

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

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

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

2. Submission of Offers

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

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

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

3. Amendments to Solicitations

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

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

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

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

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

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

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

6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

7. Contract Award

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

(b) The HA may

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

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

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

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

8. Service of Protest

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

9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here.]

**Certifications and
Representations
of Offerors
Non-Construction Contract**

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

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

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

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

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

(Check the block applicable to you)

- Black Americans Asian Pacific Americans
- Hispanic Americans Asian Indian Americans
- Native Americans Hasidic Jewish Americans

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

- (iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

4. Organizational Conflicts of Interest Certification

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:
 - (i) Award of the contract may result in an unfair competitive advantage;
 - (ii) The Contractor's objectivity in performing the contract work may be impaired; or
 - (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.
- (b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.
- (d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

CERTIFICATE OF COMPLIANCE – SECTION 3

_____ (hereinafter called the Company) certifies compliance with Regulations to Section 3 of Housing and Urban Development Act of 1968 as required upon being awarded a contract to _____ in Raleigh, NC.

Section 3 Requirements PART 75.9

(a) *Employment and training.* (1) Consistent with existing Federal, state, and local laws and regulations, PHAs or other recipients receiving public housing financial assistance, and their contractors and subcontractors, must make their best efforts to provide employment and training opportunities generated by the public housing financial assistance to Section 3 workers.

(2) PHAs or other recipients, and their contractors and subcontractors, must make their best efforts described in paragraph (a)(1) of this section in the following order of priority:

(i) To residents of the public housing projects for which the public housing financial assistance is expended;

(ii) To residents of other public housing projects managed by the PHA that is providing the assistance or for residents of Section 8-assisted housing managed by the PHA;

(iii) To participants in YouthBuild programs; and

(iv) To low- and very low-income persons residing within the metropolitan area (or nonmetropolitan county) in which the assistance is expended.

(b) *Contracting.* (1) Consistent with existing Federal, state, and local laws and regulations, PHAs and other recipients of public housing financial assistance, and their contractors and subcontractors, must make their best efforts to award contracts and subcontracts to business concerns that provide economic opportunities to Section 3 workers.

(2) PHAs and other recipients, and their contractors and subcontractors, must make their best efforts described in paragraph (b)(1) of this section in the following order of priority:

(i) To Section 3 business concerns that provide economic opportunities for residents of the public housing projects for which the assistance is provided;

(ii) To Section 3 business concerns that provide economic opportunities for residents of other public housing projects or Section-8 assisted housing managed by the PHA that is providing the assistance;

(iii) To YouthBuild programs; and

(iv) To Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the assistance is provided.

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) Comprehensive General Liability (GL) for each type of contract should be per occurrence, combined single limit for bodily injury liability and property damage liability. This should include premises and operations; independent contractors; products and completed operations and contractual liability.
 - a) The required minimum limit is either \$1,000,000 or \$5,000,000 depending on total contract cost and length of contract. See below to determine minimum amount:
 - i) Requires \$1,000,000 GL
 - (1) Minor contracts not to exceed \$25,000 or 30 calendar days and has no high hazards
 - (2) Service Contracts not to exceed \$500,000 or 180 calendar days
 - (3) Other contracts including sponsors of special events, professional services, long term lease/use agreements, and commercial or for profit short term use/rental agreements with average exposure
 - ii) Requires \$5,000,000 GL
 - (1) Major Contracts that exceed \$500,000 or 180 days; should
 - (2) Other contracts including sponsors of special events, professional services, long term lease/use agreements, and commercial or for profit short term use/rental agreements with above average exposure
 - 3) Special Requirements for all Comprehensive General Liability Coverage:
 - a) Raleigh Housing Authority (RHA) is to be included as an additional insured on the policy.* *(Inability to obtain additional insured should not be preclude acceptance of contractor.)
 - b) A current, valid insurance policy meeting the requirements shall be maintained during the duration of the contract. Renewal certificates should be sent to RHA 30 days prior to expiration date. There shall be a 30 day notification to RHA in the event of cancellation or modification of any stipulated insurance coverage. Wording on the certification stating no liability shall be imposed on the company for failure to provide such notice **is not** acceptable.
 - c) It shall be the responsibility of the contractor to insure that all subcontractors comply with the same insurance requirements.

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 Date Contract Number: _____
 (If \$5,000 or more)
 Contract Monitor: _____ Phone: _____

HOUSING AUTHORITY OF THE CITY OF RALEIGH, NC CONTRACT

ARTICLE 6. Section 3 Requirements 24 CFR PART 75.

Part 75.9

(a) *Employment and training.* (1) Consistent with existing Federal, state, and local laws and regulations, PHAs or other recipients receiving public housing financial assistance, and their contractors and subcontractors, must make their best efforts to provide employment and training opportunities generated by the public housing financial assistance to Section 3 workers.

(2) PHAs or other recipients, and their contractors and subcontractors, must make their best efforts described in paragraph

(a) (1) of this section in the following order of priority:

(i) To residents of the public housing projects for which the public housing financial assistance is expended;

(ii) To residents of other public housing projects managed by the PHA that is providing the assistance or for residents of Section 8-assisted housing managed by the PHA;

(iii) To participants in YouthBuild programs; and

(iv) To low- and very low-income persons residing within the metropolitan area (or nonmetropolitan county) in which the assistance is expended.

(b) *Contracting.* (1) Consistent with existing Federal, state, and local laws and regulations, PHAs and other recipients of public housing financial assistance, and their contractors and subcontractors, must make their best efforts to award contracts and subcontracts to business concerns that provide economic opportunities to Section 3 workers.

(2) PHAs and other recipients, and their contractors and subcontractors, must make their best efforts described in paragraph (b)(1) of this section in the following order of priority:

(i) To Section 3 business concerns that provide economic opportunities for residents of the public housing projects for which the assistance is provided;

(ii) To Section 3 business concerns that provide economic opportunities for residents of other public housing projects or Section-8 assisted housing managed by the PHA that is providing the assistance;

(iii) To YouthBuild programs; and

(iv) To Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the assistance is provided.

Part 75.15 Reporting.

(a) *Reporting of labor hours.* (1) For public housing financial assistance, PHAs and other recipients must report in a manner prescribed by HUD:

(i) The total number of labor hours worked;

(ii) The total number of labor hours worked by Section 3 workers; and

(iii) The total number of labor hours worked by Targeted Section 3 workers.

(2) Section 3 workers' and Targeted Section 3 workers' labor hours may be counted for five years from when their status as a Section 3 worker or Targeted Section 3 worker is established pursuant to §75.31.

(3) The labor hours reported under paragraph (a)(1) of this section must include the total number of labor hours worked with public housing financial assistance in the fiscal year of the PHA or other recipient, including labor hours worked by any contractors and subcontractors that the PHA or other recipient is required, or elects pursuant to paragraph (a)(4) of this section, to report.

(4) PHAs and other recipients reporting under this section, as well as contractors and subcontractors who report to PHAs and recipients, may report labor hours by Section 3 workers, under paragraph (a)(1)(ii) of this section, and labor hours by Targeted Section 3 workers, under paragraph (a)(1)(iii) of this section, from professional services without including labor hours from professional services in the total number of labor hours worked under paragraph (a)(1)(i) of this section. If a contract covers both professional services and other work and the PHA, other recipient, contractor, or subcontractor chooses not to report labor hours from professional services, the labor hours under the contract that are not from professional services must still be reported.

(5) PHAs and other recipients may report on the labor hours of the PHA, the recipient, a contractor, or a subcontractor based on the employer's good faith assessment of the labor hours of a full-time or part-time employee informed by the employer's existing salary or time and attendance based payroll systems, unless the project or activity is otherwise subject to requirements specifying time and attendance reporting.

Number of employees for this contract _____ (complete Section 3 worker certification)

Estimated hours to complete this project _____: OR

Hours worked will be submitted on the invoice _____

CONTRACTOR'S SIGNATURE _____ Date _____