



Request for Proposals: Unit Turn IDIQ Contract Scope of Work and Bid Document (Non-Construction)

Housing Authority of the City of Bloomington (BHA)
104 E. Wood Street, Bloomington, IL 61701
www.bloomingtonha.com

REQUEST FOR PROPOSALS ISSUED: Monday, October 5, 2026

DEADLINE FOR QUESTIONS: Friday, October 16, 2026 at 5:00 PM CT

PROPOSALS DUE: Sunday, October 25, 2026 at 11:59 PM CT

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1. Purpose and Structure

This document scopes a standalone unit turn contract for the Housing Authority of the City of Bloomington (BHA). It describes the work, tells offerors what to submit, and sets out the pricing format, performance standards, and terms that will govern the resulting contract.

A unit turn - also called make-ready or turnover - is the work done between one household moving out and the next moving in. When a resident vacates, BHA gets the unit back in whatever condition it was left. The contractor's job is to bring it back to a clean, safe, move-in-ready condition on a defined schedule. A typical turn includes removing any belongings and trash left behind, preparing and painting walls and ceilings, repairing or replacing worn flooring, making minor repairs (light fixtures, switches and outlets, blinds, doors and hardware, plumbing leaks, caulking), sealing the kitchen against pests, and a final cleaning. The scope of each turn depends on the condition of the unit. A unit left in good shape may need little more than minor wall repair and a wipe-down, while a unit left heavily soiled or damaged needs substantially more. Section 3 defines the work in the order it is performed, and Section 4 defines how unit condition is classified and priced.

Turns matter because a vacant unit does not house a family and does not generate rent, so every day a unit waits on repairs is a cost to BHA and a delay for a household waiting for housing. Each completed turn is inspected jointly by BHA maintenance and the property manager, and the contractor is paid only on acceptance. BHA supplies the materials; the contractor supplies the labor, tools, and consumables. This contract covers turnover work only. Capital improvement and modernization work is procured separately.

The contract is structured as an Indefinite Delivery/Indefinite Quantity (IDIQ) vehicle awarded to multiple qualified contractors (target 2-4). BHA will competitively solicit once, award to the full pool, then issue each unit turn as an individual task order against it. Task order distribution follows a defined ordering procedure (Section 10) that shifts volume toward better-performing awardees over time, using documented performance data.

BHA will hold a unit walk-through on Wednesday, October 14, 2026, at 9:00 AM, starting at BHA's central office, 104 E. Wood Street, Bloomington, IL 61701. Offerors will see a representative sample of currently vacant units in person. Attendance is not required, but BHA strongly encourages every offeror to attend. Unit condition drives both price and schedule under this contract, and the best way to judge it is to see the units. See Section 2.6.

2. Instructions to Offerors

2.1 Experience and References

Offerors must provide 3 to 5 references for similar work - unit turnover or make-ready services for multifamily rental housing. This is not limited to HUD-assisted or public housing work; any offeror with a demonstrated history of multifamily rental make-ready work qualifies. For each reference, provide:

- Client or property name and contact person (name, phone, email)
- Dates of service
- Brief description of scope of work performed
- Approximate monthly or annual unit-turn volume handled

Offerors must also submit a proposed staffing plan for this contract, including crew size and structure, and state their typical monthly unit-turn capacity.

2.2 Evaluation Criteria

Proposals are evaluated and ranked on the following factors:

Evaluation Factor	Points
Experience (Section 2.1 references and similar work history)	15
Staffing Plan	5
QA Plan (vendor's own pre-inspection quality process)	5
Section 3 Hiring Plan (see Appendix C)	10
Pricing	65
Total	100

QA Plan: offerors describe their internal process for catching and correcting problems before calling for BHA's joint inspection (3.8) - who performs the self-check, what it covers, and how punch items are resolved prior to requesting inspection.

2.3 Questions

Offerors with questions about this solicitation must submit them in writing by email to procurement@bloomingtonha.com no later than 5:00 PM Central Time on Friday, October 16, 2026. Oral explanations or instructions are not binding. Any substantive information given to one offeror will be furnished to all offerors as a written addendum.

2.4 Proposal Submittal

Submit proposals electronically as a single PDF attached to an email to procurement@bloomingtonha.com, with the subject line "Unit Turn IDIQ RFP - [name of offeror]." Proposals are due by 11:59 PM Central Time on Sunday, October 25, 2026. A proposal received after that deadline will not be evaluated. No proposal may be withdrawn or modified after the deadline, and proposals remain firm for ninety (90) days from the deadline. The proposal must include:

- References and similar work history (2.1)
- Proposed staffing plan and typical monthly unit-turn capacity (2.1)
- QA Plan (2.2)
- Section 3 Hiring Plan (Appendix C)
- Completed Bid Schedule, including proposed turn durations (Appendix A)
- The signature page in Section 12, signed by a principal of the firm

2.5 HUD Forms

The following HUD-mandated forms are attached to this solicitation as Appendix E and are incorporated by reference into this solicitation and the resulting contract (Section 12). Offerors do not initial or return them:

- Form HUD-5369-B, Instructions to Offerors - Non-Construction
- Form HUD-5370-C, General Conditions for Non-Construction Contracts, Section II

This Section 2 supplies the proposal preparation instructions called for in section 9 of Form HUD-5369-B; where that form refers to a sealed envelope, Section 2.4 governs the method of submission.

2.6 Unit Walk-through

BHA will hold a unit walk-through on Wednesday, October 14, 2026, at 9:00 AM. Offerors meet at BHA's central office, 104 E. Wood Street, Bloomington, IL 61701, and will then see a representative sample of currently vacant units.

Attendance is not required and does not affect evaluation. BHA strongly encourages every offeror to attend. The severity tiers in Section 4 and the Standard and Heavy turn durations in Appendix A all depend on what a unit actually looks like when it is turned. The walk-through is the best way to check your rates and durations against real conditions, and to see the difference between a light turn and a heavy one.

An offeror that does not attend is responsible for its own pricing and duration assumptions. BHA will not adjust rates or durations after award because of conditions that were visible at the walk-through.

Answers given at the walk-through are informal and not binding. Anything that changes or clarifies this solicitation will be issued to all offerors as a written addendum (see 2.3). BHA will keep a sign-in sheet of attendees.

3. Base Unit Turn Scope

Scope is organized in the order work is performed: Trash-out, wall prep, paint, flooring repair, minor repairs, and cleaning last.

3.1 Unit Clean-Out (Trash-Out)

- Remove all trash from unit, including any tenant belongings left behind. Empty all cabinets, disposing of all food and trash.

3.2 Wall Prep

- Clean and prep walls for painting, including filling all holes in drywall, making drywall repairs, and repairing all damage around wall switch and outlet boxes.
- Units previously occupied by a smoker require enzyme treatment of walls to neutralize nicotine residue prior to painting, priced separately by wall area (see Appendix A).
- Remove wall-mounted accessories, shelving, hooks, contact paper, and other tenant-applied coverings from walls and countertops as part of room prep, prior to painting.
- Where paint is separating from the wall at door jambs, remove the separated paint and repair the wall prior to painting.
- Wall prep is classified by severity tier for each room (see Section 4.3) and priced per room. It includes drywall repair and scraping and prep of peeling or separating paint. Maintenance assigns each room's tier during the unit scope walk.
- Remove wall outlet and switch plates prior to painting; soak and clean plates.
- Remove light fixtures prior to painting; reinstall after painting is complete. This covers removing and reinstalling the same fixture through the paint cycle - if the fixture needs replacing, see the Fixture Replacement line in 3.5. New wiring is out of scope (see 3.10).

3.3 Paint

- Paint all walls and ceilings, except locked utility rooms without tenant access (see 3.10).
- Wall paint and ceiling paint are priced as separate bid schedule line items, reflecting the difference in labor complexity.
- Sheen: Flat in all rooms except bathrooms; Satin in bathrooms. Color is determined by BHA and provided with the paint at material pickup (see Section 5); not required for bidding, since Wall Paint and Ceiling Paint are priced per SF regardless of color.

- Paint is BHA-supplied (see Section 5).
- Wall area = $2 \times (\text{Length} + \text{Width}) \times \text{Ceiling Height}$. Ceiling area = $\text{Length} \times \text{Width}$. Ceiling height is 8ft standard across all properties.
- No deductions are made for door, window, or closet openings, regardless of room-specific opening count.

3.4 Flooring Repair

- Flooring repair/replacement per unit condition, completed prior to cleaning.
- Subfloor repair, typically in second-floor bathrooms: repair or replacement of damaged subfloor sections prior to new flooring installation.
- Where carpet is removed and replaced with hard flooring, BHA specifies and supplies the material. Typical material is TrafficMaster (or equivalent) Luxury Vinyl Plank.
- Vinyl base cove is classified per room as Minor or Major (see Section 4.4) and priced separately (see Appendix A).

3.5 Minor Repairs

- Replace all broken light switches and outlets; reinstall soaked switch/outlet plates, replacing any that are broken.
- Replace GFCI outlets identified during the unit scope walk. GFCI outlets must be installed and tested to confirm the trip function works correctly.
- Inspect and repair existing light fixtures. Circuit and wiring repair is out of scope (see 3.10) - if a vendor identifies a circuit issue during the turn, they notify BHA maintenance; BHA arranges for an electrician outside this contract.
- Replace bathroom exhaust fans and ceiling fans where inoperable or beyond repair. Same-footprint swap onto existing wiring - no new circuit. BHA supplies the new fan unit as standard; vendor installs and disposes of the old unit offsite (see 3.7).
- Inspect and repair existing plumbing fixtures (existing fixtures only - new installation out of scope, see 3.10).
- Replace faucet - bathroom sink, tub/shower, and kitchen sink - where the existing faucet is beyond functional repair. Vendor notifies BHA maintenance; BHA supplies the replacement faucet for vendor to install.
- Repair water leaks - primarily under kitchen sinks, but also bathroom sinks and toilets.
- Remove loose toilets, replace the wax ring, and reinstall so the toilet is secure.
- Recaulk tub, surround, and bathroom sinks where mold is present: remove old caulking and reseal with new caulk. BHA supplies caulk.
- Integrated Pest Management (IPM) caulking - kitchen cabinets: seal all gaps, joints, and penetrations around kitchen cabinets, including where cabinets meet walls, floors, countertops, and each other, to eliminate pest harborage and entry points. Full specification - locations, materials, gap-size standards, workmanship, and inspection - is in Appendix B.
- Where a unit shows evidence of pest infestation, clean and remove all evidence of the infestation, in addition to the IPM kitchen cabinet caulking/sealing required above.
- Replace blinds in all windows. BHA supplies blinds; vendor installs.
- Replace stair treads where needed. BHA supplies vinyl stair treads; vendor installs.
- Repair interior handrails as needed.

- Repair interior doors, including closet doors: replace strikers with reinforcement plates, replace doorknobs, or replace hinges as needed.
- Replace broken glass in storm doors. Vendor supplies glass, where needed; vendor installs.
- Replace individual pieces of door and window trim, interior or exterior, that are damaged, rotted, or missing. BHA supplies trim; vendor installs.
- Touch up minor finish damage on stoves and refrigerators with appliance paint. BHA supplies paint; vendor applies.
- Replace light bulbs as needed, including 4ft fluorescent tubes and screw-in bulbs (e.g., ceiling fan fixtures).
- Replace towel bars and toilet paper holders. BHA supplies; vendor installs.
- Replace bathroom mirrors. BHA supplies; vendor installs.
- Replace countertops and base and wall cabinets where needed, priced each. BHA supplies materials; vendor installs.
- Repair cabinet doors, drawers, hinges, and hardware as needed. BHA supplies any replacement hardware.
- Replace furnace filter where applicable. HVAC inspection or service beyond filter replacement is out of scope (see 3.10). BHA supplies furnace filters.
- Replace smoke/CO detectors identified as failed or expired during the unit scope walk. BHA supplies the replacement units.
- If a stove or refrigerator needs replacement: vendor hauls the broken unit to BHA's maintenance facility, picks up the new unit from the same facility, and installs it in the unit. Extensive cleaning need, by itself, is not a basis for replacement - BHA retains sole discretion and authority to determine whether an appliance is cleaned or replaced.
- If a light fixture needs replacement: BHA supplies the new fixture; vendor installs it. Vendor disposes of the old fixture offsite at its own expense (see 3.7).

3.6 Cleaning (Final)

- Cleaning is classified by severity tier for each room (see Section 4.2) and priced by room type and tier.
- Clean all appliances (stove, refrigerator) to the acceptance standard, regardless of degree of soiling (see 3.5 on cleaning vs. replacement). Pull appliances out and clean the floor underneath where they sat.
- Clean baseboards, outlets, switches, and light fixtures throughout the unit; remove and clean light fixture lenses where applicable, then reinstall. Where a lens or cover is damaged, install the BHA-supplied replacement as part of the cleaning bid; if the whole fixture must be replaced, see 3.5.
- Comprehensive bathroom cleaning (fixtures, tile/surrounds, toilet, sink, tub/shower).
- Remove all supply registers, return vents, and exhaust vents; soak and clean any that need it, then reinstall. This is included in the cleaning bid, not priced separately.
- Clean washer and dryer, including removing lint from behind the dryer (priced separately, see Appendix A).
- Flooring: strip and wax where flooring type requires it; otherwise clean per flooring type.

3.7 General Waste Disposal

- Vendor is responsible, at its own expense, for offsite disposal of all waste generated by vendor's scope of work, including removed light fixtures and repair-related debris (drywall, flooring, etc.).
- Exception: vendor may use BHA roll-off containers at the BHA maintenance facility for disposal of unit Trash-out waste (3.1) only.

3.8 Inspection, Acceptance, and Cure

- Unit inspected jointly by BHA maintenance and the property manager upon vendor's representation that the turn is complete.
- Payment is contingent on final acceptance - no partial payment for a unit that has not passed inspection.
- First failure: each failed item logged individually. 24-hour cure period. All logged items count in performance metrics (Section 10.3), no financial penalty.
- Second failure (failed reinspection): second 24-hour cure period, plus a 10% penalty deducted from task order payment. Deduction applies once per failed reinspection, regardless of item count.

3.9 Vendor Onboarding / Learning Period

- Each new awardee's first two unit turns are exempt from financial penalty and performance-ranking impact. Failed items are still logged and tracked so performance data accumulates from day one.
- Standard penalty and ranking weighting apply beginning with the vendor's third task order.

3.10 Explicitly Out of Scope

- HVAC inspection or service beyond furnace filter replacement.
- Central AC installation (new systems).
- Washer supply/drain plumbing installation (new hookups).
- Dryer vent relocation.
- Electrical circuit and wiring repair, new circuits, and service upgrades - BHA arranges an electrician separately, outside this contract.
- Fire door and egress door inspection and repair - BHA arranges separately, outside this contract.
- Any structural or load-bearing repair beyond routine subfloor patch repair (3.4) - procured under the separate unit modernization contract.
- Painting of locked utility rooms without tenant access.

4. Severity Tier Definitions

Trash-Out is classified once per unit and priced by unit type and tier. Cleaning and Wall Prep are classified separately for each room: Cleaning is priced by room type and tier, and Wall Prep is priced per room at the room's tier (Appendix A). The tier defines condition; unit type or room type scales the rate to the labor involved.

4.1 Trash-Out Severity

- Tier 0 (None): unit is free of trash. Nothing to remove and cabinets are empty. No charge; not bid. Any stray item found is covered by the cleaning price.
- Tier 1 (Light): a few bags of trash or small items needing a single haul-off. No furniture or bulk items.
- Tier 2 (Moderate): significant belongings left behind - some furniture, scattered debris throughout multiple rooms.
- Tier 3 (Heavy): full unit contents abandoned, floor-to-ceiling accumulation in areas, or potential biohazard/pest conditions.

4.2 Cleaning Severity

- Assigned per room, reflecting that room's condition (including stove and refrigerator in the kitchen). Room types for pricing: Kitchen, Bath, Living / Bedroom, and Small Space (hall, stairhall, pantry, utility).

- Tier 1 (Standard): routine wear, standard cleaning reaches acceptance standard, including appliances in routine light-use condition.
- Tier 2 (Heavy): grease buildup, pet hair/dander, moderate mold or mildew, heavily soiled appliance interiors/exterior requiring degreasing.
- Tier 3 (Severe): biohazard-level conditions, extensive mold, pest infestation residue, hoarding-related buildup, appliances requiring extensive cleaning due to neglect or buildup.

4.3 Wall Prep Severity

- Assigned per painted room at the worst condition present in that room - one tier per room. Every painted room carries at least Tier 1. Rooms that are not painted (for example, a locked utility room) carry no wall tier.
- Tier 1 (Minor): nail holes, small dings or dents, hairline cracks - single skim-coat pass, no sanding buildup required.
- Tier 2 (Moderate): fist-sized holes, damaged corner bead, multiple small repairs concentrated on one wall, or peeling/separating paint requiring scraping and surface prep.
- Tier 3 (Major): holes larger than one square foot, damaged or missing drywall sections requiring a cut-in patch, multiple walls affected in a single room.

4.4 Base Cove Severity

- Minor: base cove mostly intact and attached; reglued in place at a few locations. Vendor supplies adhesive. Priced per room.
- Major: base cove falling off the wall; removed completely and reinstalled. BHA supplies new base cove material; vendor supplies adhesive and installs. Priced per linear foot.

5. Materials and Tools

- Contractor provides all tools necessary to perform work under this contract, at its own expense.
- BHA provides all materials necessary to perform the work under this contract (for example: paint, blinds, stair treads, towel bars, toilet paper holders, mirrors, caulk and pest-rated sealant, light bulbs, door hardware, light fixtures, faucets, countertops, and cabinets). Vendor provides all tools, labor, and consumables used in performing the work.
- Vendor is responsible for picking up BHA-supplied materials from the BHA maintenance facility located at 907 Martin Luther King Dr.
- Vendor supplies consumable materials integral to a repair, including drywall joint compound/spackle and base cove adhesive. These are priced as part of the vendor's labor rate for the applicable line item, not separately.
- Where vendor does furnish any consumable material under the above, vendor shall submit material submittals (product data and specifications) to BHA for review and approval prior to use on any task order.

6. Vendor Personnel Requirements

6.1 Identification

- All vendor personnel performing work under this contract must wear a company-issued uniform or clothing that clearly identifies their employer while on BHA property.
- All vendor personnel must carry and visibly display company-issued photo identification while on-site.

6.2 Background Check

- Vendor shall certify to BHA, in writing, that a criminal background check has been conducted for each vendor employee assigned to work under this contract, prior to that employee's first day on BHA property.
- No vendor employee who is a registered sex offender may be assigned to work under this contract.
- No vendor employee convicted of a felony involving violent crime may be assigned to work under this contract.
- No vendor employee with an open or outstanding warrant for arrest may be assigned to work under this contract.
- Certification is renewed when a new employee is assigned to work under this contract, and at each contract extension (see Section 8).
- BHA reserves the right to audit and request supporting documentation on background checks beyond vendor's certification.

6.3 Conduct Standards

- Vendor personnel represent BHA while performing work under this contract and are expected to conduct themselves professionally at all times.
- No loud music, shouting, or other disruptive noise inside or outside of units. BHA properties are multifamily residential communities with residents on varying work schedules; maintaining a peaceful environment for residents is a contract requirement, not a courtesy.

6.4 Smoke-Free Property

- BHA properties are smoke-free. Smoking is prohibited inside any unit or building, and within 25 feet of any building.
- A \$50 fine per incident applies to any vendor personnel found smoking in a prohibited area, deducted from the task order's final payment upon acceptance (see 3.8).

6.5 Sign-In / Sign-Out

- All vendor personnel sign in and out daily via QR code posted at the unit under task order, recording names and time. This is not an office check-in - it works at any property regardless of whether BHA maintains an on-site office.

7. Procurement Structure - Multiple-Award IDIQ via Competitive Proposals

- Current portfolio: 44 vacant units, with 6-10 additional move-outs expected per month, informing anticipated task order volume under this IDIQ.
- BHA will hold an optional unit walk-through on Wednesday, October 14, 2026, at 9:00 AM (see Section 2.6). Attendance is strongly encouraged but not required.
- Single solicitation (RFP), run as competitive proposals - public notice, stated evaluation factors, written technical evaluation procedures, award to the offeror(s) most advantageous considering price and other factors.
- Award to multiple contractors out of that same solicitation.
- Resulting contract is structured as an indefinite-delivery vehicle with a stated ceiling value and ordering period (see Section 8); individual task orders are issued against it, not separately competed each time.

8. Contract Term

- Base contract term is one year from Notice to Proceed.
- BHA may exercise up to four one-year renewal options, for a maximum total contract term of five years (one base year plus four option years).
- Renewal of each option year is at BHA's sole discretion and may consider vendor performance data tracked under Section 10.3.

9. Awardee Pool

9.1 Target Awardee Count

Target 2-4 awardees from the base solicitation, sized to BHA's turn volume.

9.2 Minimum Qualifications

Before contract award, but not as part of the proposal submission, the selected offeror(s) will be required to provide:

- A valid business license authorizing the firm to perform work in Illinois.
- Evidence of professional licensure, if applicable to any portion of the work performed.
- A certificate of General Liability insurance (\$1,000,000 per occurrence / \$2,000,000 aggregate).
- A certificate of Workers' Compensation insurance.
- Certification that the firm is not debarred, suspended, or subject to a Limited Denial of Participation by HUD or any federal agency.
- IRS Form W-9.

No bid guarantee or performance/payment bond is required, consistent with this contract's non-construction scope (see Section 7).

10. Task Order Workflow and Ordering Procedure

10.1 Task Order Workflow

- BHA maintenance scopes the unit using the Unit Turn Scope Sheet, recording severity tiers, room measurements, fixture counts, and repair item quantities.
- Maintenance and vendor jointly walk the unit to confirm the scope as recorded. The BHA Maintenance Director has final authority to resolve any dispute over severity tier or quantity at the joint walk.
- Vendor submits a task order proposal applying its awarded bid schedule rates to the confirmed scope, including a committed turn-completion timeframe in business days from task order issuance. BHA maintenance converts this to a calendar Committed Completion Date at task order issuance, which is tracked in the Task Order Log and used for the schedule-adherence performance metric (10.3).
- The unit-type turn durations proposed at bid (Appendix A) are a Standard/Heavy baseline used for evaluation. The walked scope determines which band applies (see Appendix A definitions). The task order's committed completion timeframe reflects the actual confirmed scope for that specific unit, and may extend beyond that band's baseline where the walked scope exceeds a typical turn even within it.
- If a vendor finds more trash than scoped (for example, in a unit scoped as Tier 0), the vendor photographs it and notifies BHA maintenance before hauling. Any tier change is made by BHA maintenance through a change order.

- Hidden damage discovered mid-turn (e.g., beneath removed flooring) is handled via change order against the awarded bid schedule, using the General Labor line where no existing rate item applies.

10.2 Initial Distribution

Early task orders are distributed across all awardees so every awardee gets a comparable sample before volume starts shifting.

10.3 Performance Tracking

Tracked in the companion Task Order Log & Vendor Performance workbook, which rolls each metric up per vendor automatically as task orders are logged.

Metric	Description	Data Source
Cost variance	Task order price vs. bid schedule expected cost for the walked scope.	Task Order Log
Schedule adherence	Actual completion date vs. committed completion date.	Task Order Log
1st-inspection pass rate	Share of task orders passing the joint maintenance/property manager inspection on first attempt.	Task Order Log
Failed items (1st inspection)	Logged individually per item; contributes to quality trend even when cured within 24 hours.	Task Order Log
2nd-failure rate	Share of task orders failing reinspection, triggering the financial penalty.	Task Order Log
Responsiveness	Time from task order issuance to vendor quote/acceptance.	Task Order Log

10.4 Volume Shift

- Volume shift is threshold-gated, not a composite weighted score. A vendor meeting minimum quality thresholds stays in normal task order rotation; a vendor falling below threshold has their task order share reduced or paused until performance recovers.
- Primary gating metrics: 1st-inspection pass rate and 2nd-failure rate. Either gate alone makes a vendor eligible for assessment - both are not required together.
- 1st-inspection pass rate gate: more than half of the vendor's task orders in the current assessment window failed first inspection.
- 2nd-failure rate gate: any task order in the assessment window failed reinspection. This is not a percentage threshold - a single 2nd-failure means the vendor was told exactly what was wrong at first inspection and still did not fix it.
- 2nd-failure rate is not double-weighted here - it already carries the financial penalty defined in 3.8. Cost variance and responsiveness serve as tiebreakers among vendors meeting the quality thresholds, not inputs to a blended score.
- Volume shift is threshold-gated, not calendar-gated. BHA may assess a vendor against the gating thresholds at any time once that vendor has completed a minimum of 3 task orders past the learning period (3.9).
- Every awardee meeting minimum qualification retains a floor share of task order volume, calculated as a percentage of an equal split among all active awardees (floor = 50% of 1/N, where N is the number of awardees) - no vendor is reduced to zero while still qualified. Example: with 4 awardees, an equal split is 25% each; the floor is 50% of that, or 12.5% per vendor. With 2 awardees, an equal split is 50% each; the floor is 25% per vendor.

11. Representative Unit Basket

The basket is modeled on an actual scoped unit - 1415 Holton Homes - rather than a statistical composite. Basket inputs: unit type 2 Bedroom (for the Trash-Out lookup); room mix of 1 Kitchen, 1 Bath, 3 Living/Bedroom, and 2 Small Space (for Cleaning and Wall Prep), all scored at Tier 1 per Section 4's severity definitions, producing a single comparable score per offeror. Actual task order billing remains itemized against the awarded rate schedule for whichever unit type, room types and tiers actually apply to a given unit (see Appendix A / companion Bid Schedule workbook).

12. Contract Execution and Signature

12.1 Contract Documents

Upon award, the following documents together form the contract between BHA and the awarded contractor (the Contractor). Each is incorporated into the contract by reference, as though fully set out in it:

- This document in its entirety
- The Contractor's proposal and completed Bid Schedule, as accepted by BHA
- Form HUD-5369-B, Instructions to Offerors - Non-Construction (Appendix E)
- Form HUD-5370-C, General Conditions for Non-Construction Contracts, Section II (Appendix E)
- Any written addenda issued by BHA

Each task order issued under this contract is governed by these documents. Where they conflict, they apply in this order: Form HUD-5370-C and applicable federal law; written addenda; this document; the Contractor's proposal.

12.2 Signatures

By signing below, the Contractor offers to perform the work described in this document under the contract documents listed in 12.1, and BHA accepts that offer on the date BHA signs. The Contractor signs and returns this page with its proposal; BHA signs on award.

CONTRACTOR (OFFEROR)

HOUSING AUTHORITY OF THE CITY OF
BLOOMINGTON

Firm: _____

Signature: _____

Printed name: _____

Title: _____

Date: _____

Signature: _____

Printed name: _____

Title: _____

Date: _____

Appendix A: Bid Schedule

Offerors complete the Proposed Rate column for every line item below. A companion fillable workbook (BHA_Unit_Turn_Bid_Schedule.xlsx) is provided for electronic submission and includes the Representative Unit Basket scoring calculation referenced in Section 11; the table below is the same schedule for inclusion in the printed/PDF solicitation package.

Duration is bid separately for Standard and Heavy condition, defined as:

- Standard condition: no room at Wall Prep Tier 3, no room at Cleaning Tier 3, Trash-Out Tier 0-1.
- Heavy condition: any room at Wall Prep Tier 3, or any room at Cleaning Tier 3, or Trash-Out Tier 2-3.

Unit Type	Proposed Standard Turn Duration (Business Days)	Proposed Heavy Turn Duration (Business Days)
Efficiency		
1 Bedroom		
2 Bedroom		
3 Bedroom		
4 Bedroom		

Trash-Out is priced by unit type and severity tier (15 cells; Tier 0, a unit free of trash, is not priced). Cleaning is priced by room type and severity tier (12 cells). Complete every cell. Actual task orders use the unit type, room types and tiers that apply to that specific unit; the basket calculation below uses only the Tier 1 column, applied to the unit type and room mix designated in Section 11 (1415 Holton Homes).

Trash-Out Rates by Unit Type & Severity Tier			
Unit Type	Tier 1 (\$)	Tier 2 (\$)	Tier 3 (\$)
Efficiency			
1 Bedroom			
2 Bedroom			
3 Bedroom			
4 Bedroom			

Cleaning Rates by Room Type & Severity Tier			
Room Type	Tier 1 (\$)	Tier 2 (\$)	Tier 3 (\$)
Kitchen			
Bath			
Living / Bedroom			
Small Space (hall, stairhall, pantry, utility)			

Line Item	Unit of Measure	Proposed Rate (\$)	Basket Qty
Trash-Out (rate pulled from unit-type matrix above - Tier 1 assumed for basket)			
Trash-Out - Tier 1 (Light) [basket tier]	unit		1
Cleaning (rate pulled from room-type matrix above - Tier 1 assumed for basket)			
Cleaning - Kitchen - Tier 1 [basket tier]	room		1
Cleaning - Bath - Tier 1 [basket tier]	room		1
Cleaning - Living / Bedroom - Tier 1 [basket tier]	room		3
Cleaning - Small Space - Tier 1 [basket tier]	room		2
Cleaning - Additional Items			
Washer / Dryer Cleaning (incl. lint removal behind dryer)	each		0
Smoke/Nicotine Residue Treatment (enzyme wall treatment, smoker-occupied units) - \$/SF (wall area)	SF		0
Wall Prep (per room, by severity tier)			
Wall Prep - Tier 1 (Minor), per room	room		7
Wall Prep - Tier 2 (Moderate), per room	room		0
Wall Prep - Tier 3 (Major), per room	room		0
Wall & Ceiling Paint			
Wall Paint	SF		1995
Ceiling Paint	SF		612
Light Fixtures and Fans			
Fixture Removal / Reinstall (existing fixtures)	each		0
Fixture Replacement (BHA-supplied unit, vendor install + disposal)	each		0
Fan Replacement (bathroom exhaust or ceiling), BHA-supplied unit, vendor install + disposal	each		0
Window Treatments			
Blind Replacement (BHA-supplied, vendor install)	each		8
Bathroom Accessories			
Towel Bar Replacement (BHA-supplied, vendor install)	each		0
Toilet Paper Holder Replacement (BHA-supplied, vendor install)	each		0
Bathroom Mirror Replacement (BHA-supplied, vendor install)	each		0
Flooring Repair			
VCT / LVT	SF		0
Carpet	SF		0
Tile	SF		0
Other	SF		0
Subfloor Repair (bathroom, typically 2nd floor)	SF		0
Flooring Accessories			

Line Item	Unit of Measure	Proposed Rate (\$)	Basket Qty
Vinyl Base Cove - Minor (reglue in place, per room)	each		1
Vinyl Base Cove - Major (remove and reinstall, per linear ft)	linear ft		0
Stairs			
Stair Tread Replacement (BHA-supplied, vendor install)	each		0
Handrail Repair	each		0
Doors			
Door Striker Plate Replacement w/ Reinforcement Plate	each		0
Door Knob Replacement	each		0
Door Hinge Replacement	each		0
Storm Door Glass Replacement (vendor-supplied and installed)	each		0
Door / Window Trim Replacement (BHA-supplied, vendor install)	each		0
Cabinets & Counters			
Countertop Replacement (BHA-supplied material, vendor install)	each		0
Base and Wall Cabinet Replacement (BHA-supplied material, vendor install)	each		0
Cabinet Repair (door, drawer, hinge, or hardware)	each		2
Minor Repairs			
Light Switch Replacement	each		0
Outlet Replacement	each		0
GFCI Outlet Replacement	each		0
Plumbing Fixture Repair	each		0
Faucet Replacement (bathroom sink / tub / kitchen sink) [BHA-supplied, vendor install]	each		0
Recaulk bathtub and surround - Remove & Reseal	each		1
Recaulk bathroom sink - Remove & Reseal	each		0
Water Leak Repair (kitchen sink, bathroom sink, or toilet)	each		0
Toilet Reset (remove, new wax ring, reinstall)	each		0
Light Bulb Replacement - 4ft Fluorescent Tube	each		0
Light Bulb Replacement - Screw-In (e.g., ceiling fan)	each		0
Smoke / CO Detector (replace only if failed or expired)	each		0
IPM - Kitchen Cabinet Caulking			
Kitchen Cabinet Full-Perimeter Seal (per kitchen, see Appendix B)	kitchen		1
Appliance Swap			
Stove Replacement (haul + pickup + install)	each		0
Refrigerator Replacement (haul + pickup + install)	each		1

Line Item	Unit of Measure	Proposed Rate (\$)	Basket Qty
Appliance Touch-Up Paint (BHA-supplied paint, vendor applies)	each		0
General Labor			
General Labor (Change Orders / Unanticipated Items)	hour		0

Basket Qty column shows the quantities BHA uses for price evaluation (modeled on 1415 Holton Homes, Section 11). Offerors do not enter it.

Appendix B: Integrated Pest Management (IPM) - Kitchen Sealing Requirements

B.1 Purpose and Authority

This appendix defines the IPM kitchen sealing work referenced in Section 3.5. Integrated Pest Management (IPM) is a decision-making approach to pest control that relies on prevention and exclusion rather than routine pesticide application, consistent with HUD's promotion of IPM in public housing (PIH Notice 2011-22) and the pest-related inspection items under NSPIRE. The sealing work defined here is a structural prevention measure - closing the physical entry points pests use to move into and through a unit - not pest treatment itself. Pesticide application and extermination are outside this scope (see B.9).

B.2 Definitions

- **Exclusion:** Sealing cracks, gaps, or penetrations, or repairing damage to screens, conduits, and other points where pests can enter a unit or move within it.
- **Sealant:** A flexible, elastomeric product intended for pest exclusion. This is distinct from general-purpose caulk - ordinary acrylic latex caulk dries rigid and pulls away from surfaces over time, which reopens the gap it was meant to close. Sealant for this scope must remain flexible as the building moves.
- **Penetration:** Any point where a pipe, line, conduit, or other utility passes through a wall, floor, cabinet, or countertop.
- **Harborage:** A space - behind a cabinet, under an appliance, inside a wall cavity - where pests can shelter undisturbed.

B.3 Scope of Sealing Work - Where

The following locations in every kitchen, without exception, are inspected and sealed as needed:

- Under the kitchen sink, including the supply line and drain penetrations
- Behind and under the stove
- Behind and under the refrigerator
- Cabinet-to-wall joints (every cabinet, not only those adjacent to plumbing)
- Cabinet-to-floor joints
- Cabinet-to-cabinet joints
- Cabinet-to-countertop joints
- Stove gas line penetration, where present
- Any other wall, floor, or cabinet penetration visible during the work

This list is the actual scope of "full-perimeter seal" - it replaces the general instruction with a location-by-location checklist that both vendor and inspector can work from.

B.4 Material and Gap-Size Standard

Sealing method is determined by gap size, not applied uniformly:

- Gaps under 1/4": Sealant alone, per B.2's definition. BHA supplies the sealant (see Section 5).
- Gaps 1/4" to 1/2": This is the range mice and rats can actually fit through (1/4" is the limit for a young mouse, 1/2" for a rat), so sealant alone is not sufficient. Pack with corrosion-proof mesh (copper or stainless steel) before sealing over it. Vendor supplies the mesh.
- Gaps larger than 1/2": Rigid patch or escutcheon plate required, properly sealed to the surrounding surface - not spanned with sealant or mesh alone. Vendor supplies the escutcheon plate.

- Pipe and utility penetrations: Fitted with an escutcheon plate, sealed to the wall or cabinet surface with sealant (not caulk) around its edge. Vendor supplies the escutcheon plate; BHA supplies the sealant.

B.5 Workmanship Standard

Every seal is a continuous bead with no gaps, tooled to a smooth finish. This isn't cosmetic - an uneven or rough surface gives a rodent something to gnaw at, which can reopen a seal that was technically complete. Old, failed caulk or sealant is removed before resealing, not sealed over.

B.6 Unit of Measure and Pricing Definition

Priced per kitchen, not per cabinet. Cabinet count varies unit to unit with no existing mechanism in the scope sheet to track it, while every other kitchen-level line in this document (cabinet cleaning tier, Trash-out) is already priced at the kitchen or unit level. One price covers every location in B.3, regardless of how many cabinets, penetrations, or gaps are actually present in a given kitchen.

B.7 Interaction with Pest Cleanup (3.5)

Where a unit shows evidence of infestation, cleanup and any pest treatment happen first. Sealing is the last step, performed only after the unit is clear - sealing over an active infestation traps pests inside the wall or cabinet cavity instead of excluding them.

B.8 Inspection and Acceptance

Verified at the joint inspection (3.8) against the B.3 location checklist, not against a general “every visible gap” standard. An item on the checklist that is open, visibly uneven, or sealed with ordinary caulk instead of sealant fails inspection the same as any other checklist item under 3.8.

B.9 Explicitly Out of Scope

- Pesticide application and extermination - this is a licensed Pest Management Professional's work, not the turn vendor's.
- Sealing or exclusion work outside the kitchen footprint (bathrooms, bedrooms, common areas, building exterior) - this appendix covers kitchen-level exclusion only.

Appendix C: Section 3 Hiring Requirements

C.1 Purpose and Authority

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u, implemented at 24 CFR Part 75) requires that economic opportunities generated by HUD financial assistance - most importantly employment - be directed, to the greatest extent feasible, to low- and very low-income persons, particularly public housing residents. This contract is funded through BHA's Capital Fund Program allocation, which is public housing financial assistance; Section 3 applies to this contract regardless of contract value. This appendix governs the Section 3 Hiring Plan referenced in the evaluation criteria (Section 2.2) and the Section 3 obligations in the General Contract Conditions (HUD-5370-C).

C.2 Definitions

- Section 3 Worker: A worker whose income for the previous or annualized calendar year is at or below the HUD-established income limit, or who is employed by a Section 3 business concern, or who is a YouthBuild participant.
- Targeted Section 3 Worker: A Section 3 worker who is also a current public housing resident, or a resident of Section 8-assisted housing, or a resident of the specific development(s) where this contract's work is performed.
- Section 3 Business Concern: A business meeting at least one of: 75% or more of its labor hours over the prior three-month period performed by Section 3 workers; or at least 51% owned and controlled by current public housing or Section 8-assisted residents.

C.3 Labor Hour Benchmarks

- Benchmark 1: 25% or more of total labor hours worked under this contract, across all task orders, performed by Section 3 workers.
- Benchmark 2: 5% or more of total labor hours worked under this contract performed by Targeted Section 3 workers. This 5% counts within the 25% benchmark above, not in addition to it.
- Labor hours are submitted by task order, alongside payroll documentation for that task order - not tracked as a separate system. Benchmark compliance is calculated by aggregating these task-order submissions.

C.4 Section 3 Hiring Plan - What Offerors Submit

As part of the proposal, each offeror submits a Section 3 Hiring Plan addressing:

- Whether the offeror itself qualifies as a Section 3 Business Concern (see C.2), with supporting basis.
- Projected percentage of labor hours to be performed by Section 3 workers and by Targeted Section 3 workers if awarded.
- Recruitment and training approach for meeting the benchmarks in C.3.
- Any subcontracting plan involving Section 3 business concerns.

C.5 Reporting During the Contract

- Labor hour data from task-order payroll submissions (C.3) is rolled up and reported to BHA quarterly: total hours worked, hours by Section 3 workers, and hours by Targeted Section 3 workers across that quarter's task orders.
- Documentation standards follow 24 CFR 75.31.

C.6 Consequences of Non-Compliance

Consistent with the General Contract Conditions (HUD-5370-C, clause 22), noncompliance with Section 3 requirements may result in contract sanctions, termination for default, and debarment or suspension from future HUD-assisted contracts.

C.7 Exclusions

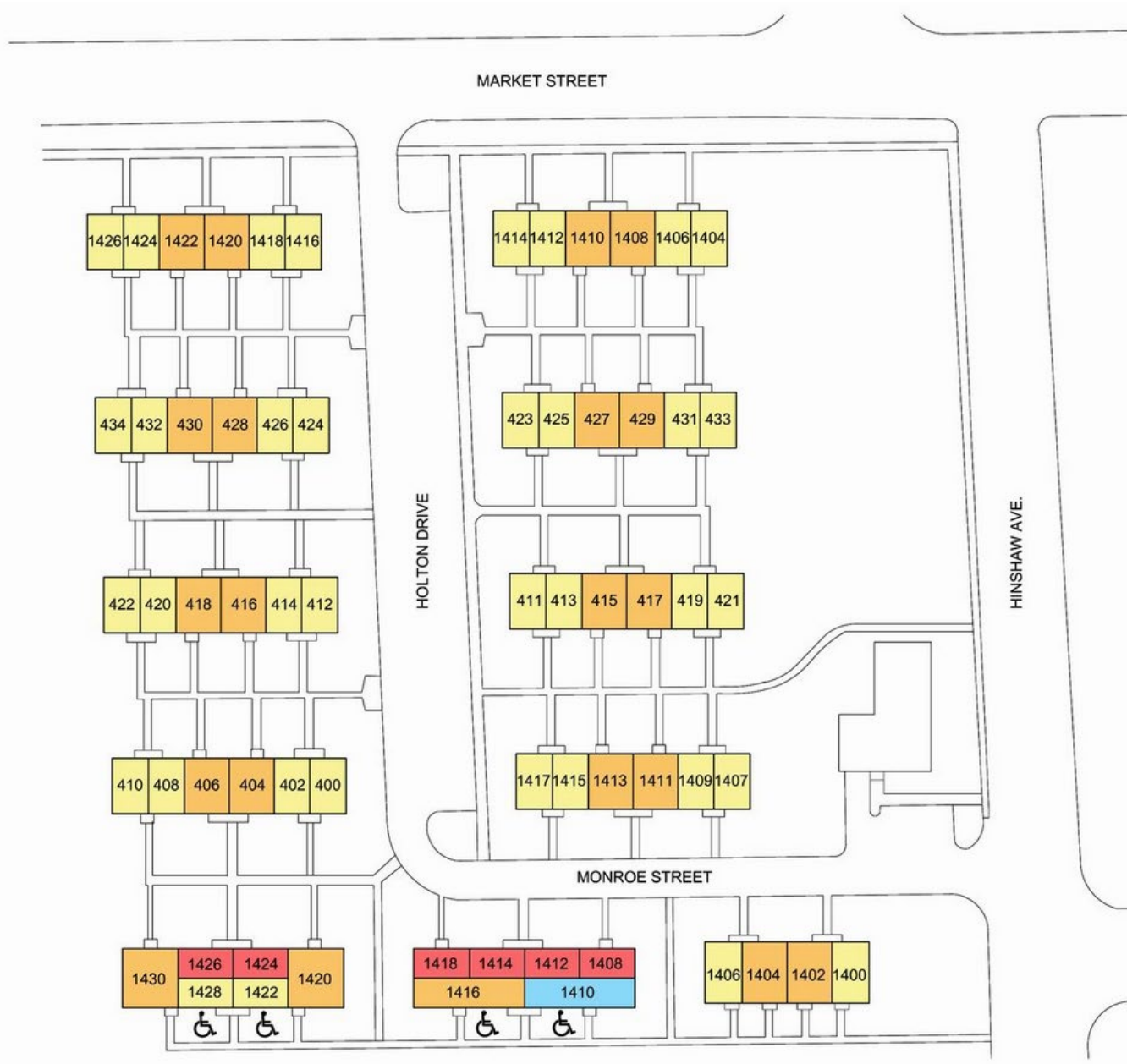
Professional services hours (licensed trades, engineering, architecture) are excluded from the total labor-hour count used to calculate the benchmarks in C.3, consistent with 24 CFR 75.15(a)(4).

Appendix D: BHA Property Maps



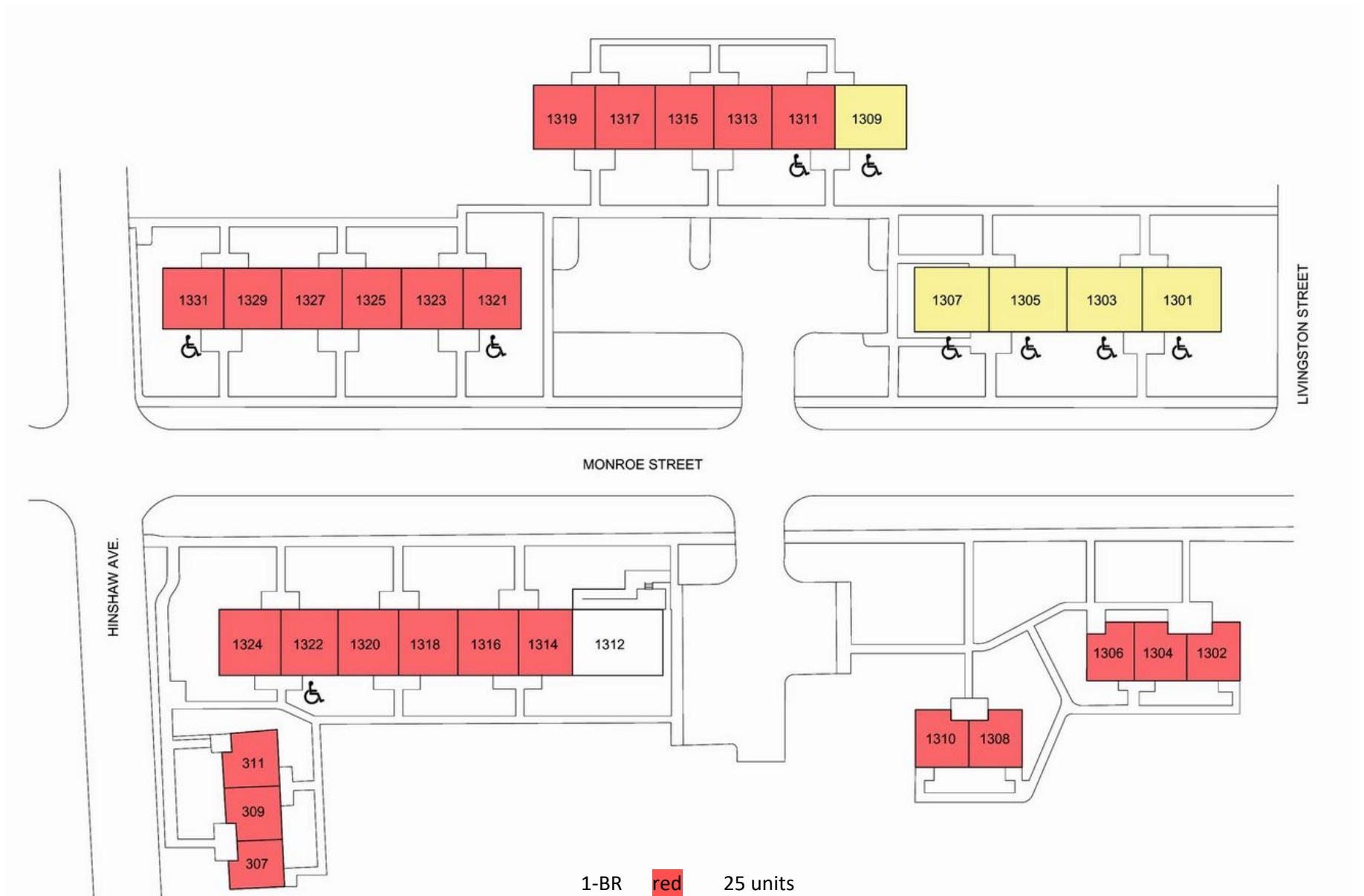
Sunnyside Court (100 units)

1-BR	red	20 units
2-BR	yellow	40 units
3-BR	orange	30 units
4-BR	blue	10 units
TOTAL		100 units



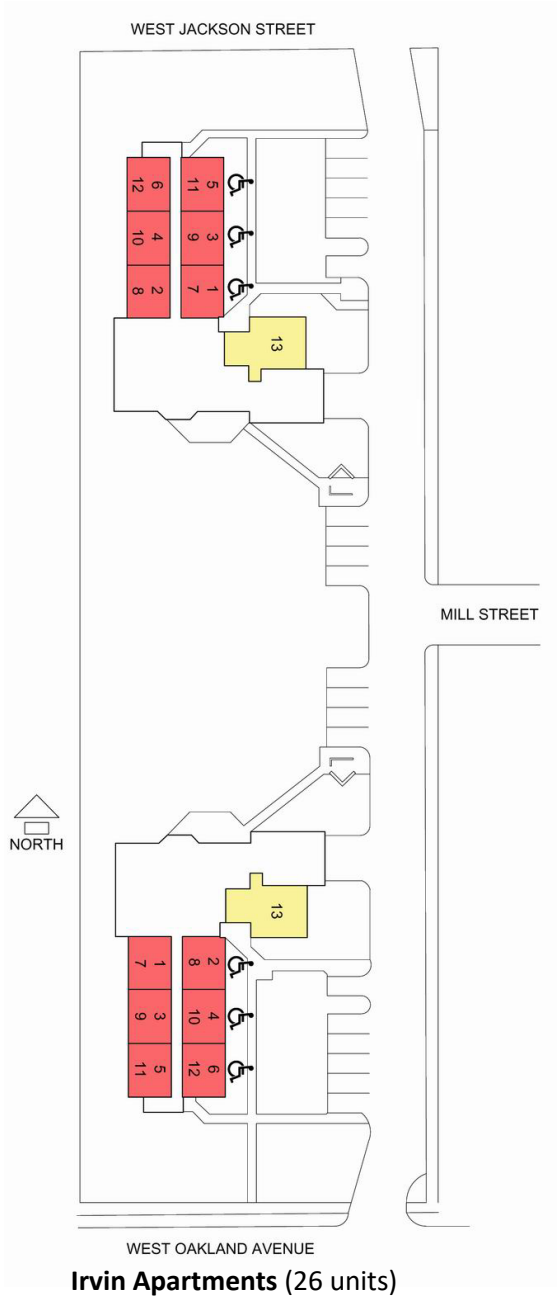
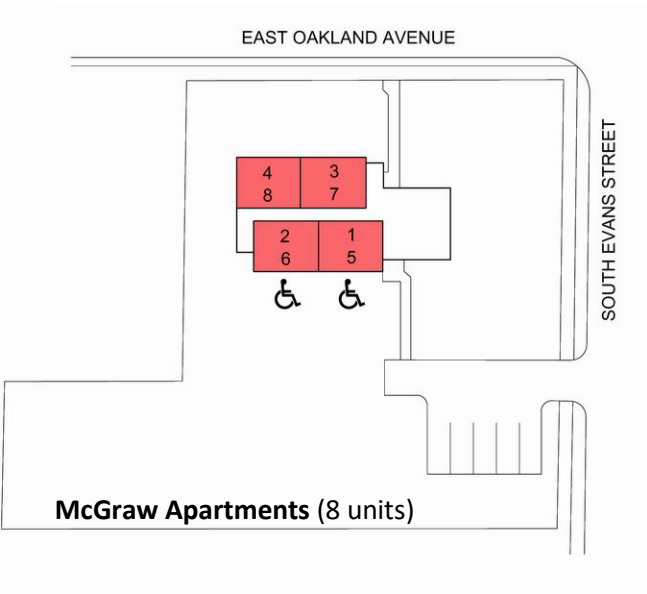
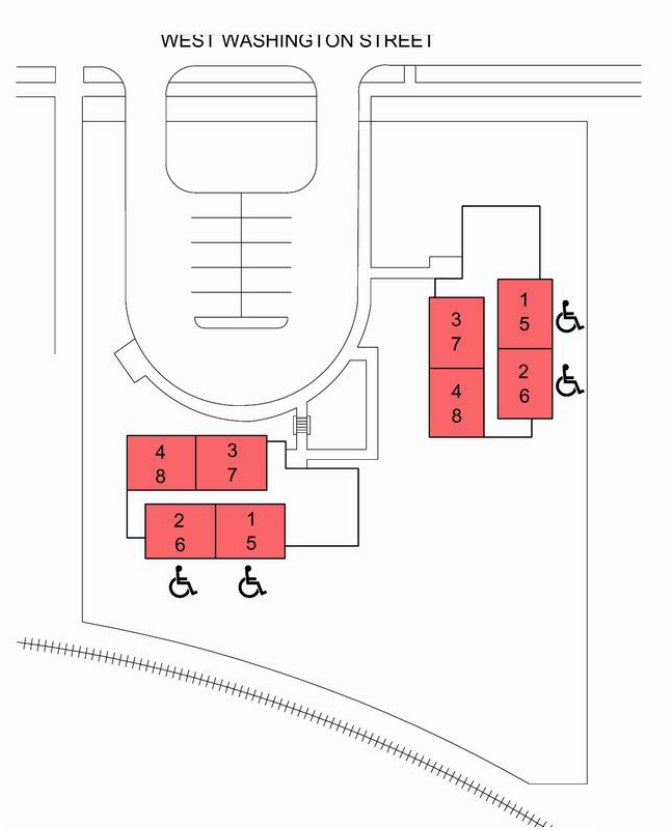
1-BR	red	6 units
2-BR	yellow	36 units
3-BR	orange	21 units
4-BR	blue	1 units
TOTAL		64 units

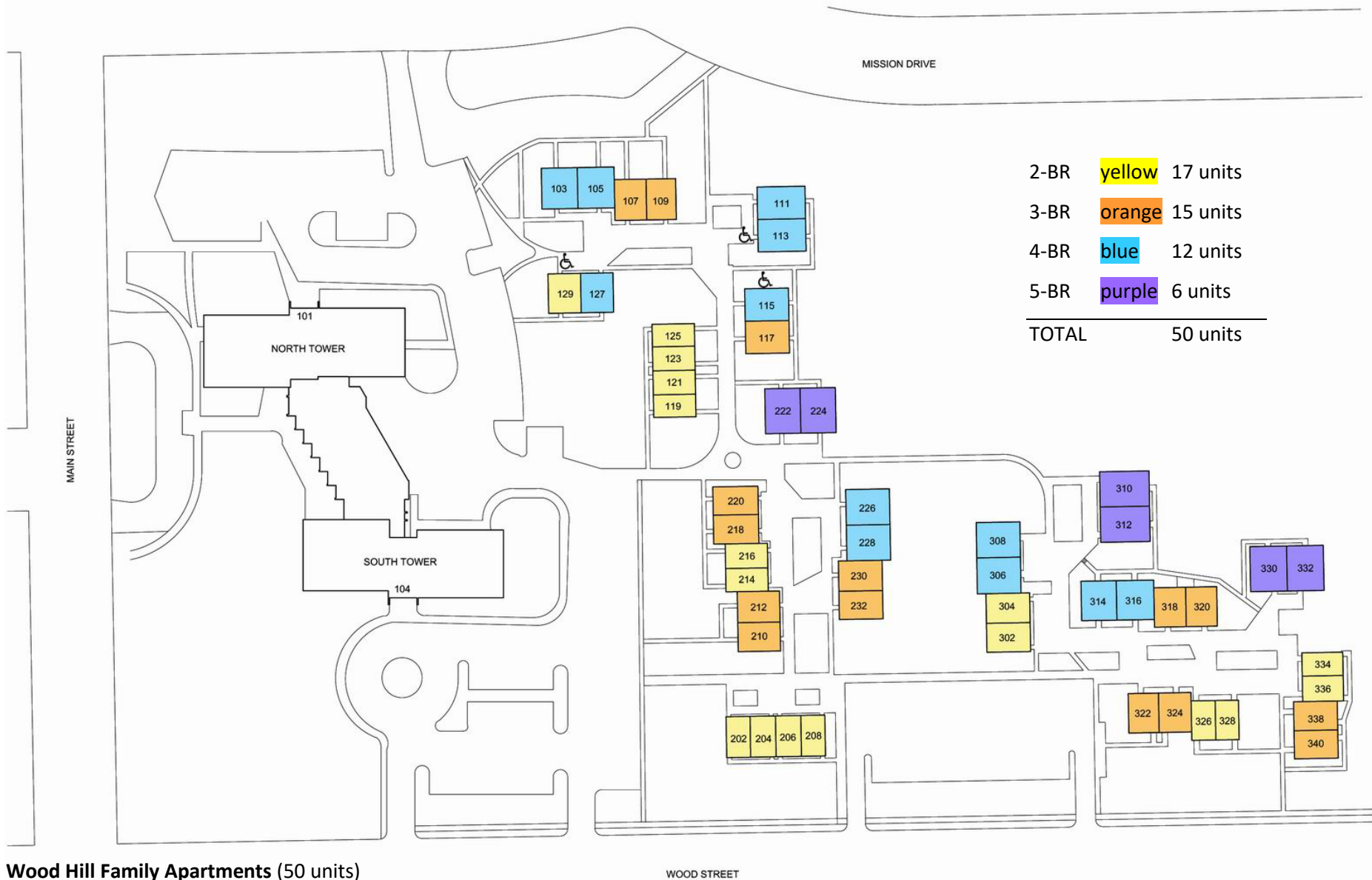
Holton Homes (64 units)



John Kane Homes (30 units)

Niersteimer Apartments (16 units)





Wood Hill Family Apartments (50 units)

Wood Hill Towers (148 units; 138 units)

Appendix E: HUD Forms

The following HUD-mandated forms are attached to this solicitation, follow this page, and are incorporated by reference into this solicitation and the resulting contract (Section 12).

E.1 Form HUD-5369-B, Instructions to Offerors - Non-Construction

Instructions for the preparation, submission, evaluation, and award of offers. Section 2 of this document supplies the proposal preparation instructions the form calls for.

E.2 Form HUD-5370-C, General Conditions for Non-Construction Contracts, Section II

General contract conditions for non-construction contracts, Section II (maintenance contracts).

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 and 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:]

General Conditions for Non-Construction Contracts

Section I — (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

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

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

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

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

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

1. Definitions

The following definitions are applicable to this contract:

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

2. Changes

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

proposal submitted before final payment of the contract.

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

3. Termination for Convenience and Default

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

4. Examination and Retention of Contractor's Records

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

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

5. Rights in Data (Ownership and Proprietary Interest)

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

6. Energy Efficiency

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

7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section 111, Labor Standards Provisions, including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

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

9. Assignment of Contract

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

10. Certificate and Release

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

11. Organizational Conflicts of Interest

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

12. Inspection and Acceptance

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

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

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

13. Interest of Members of Congress

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

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

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

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

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

(v) The prohibition does not apply as follows:

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- (1) Agency and legislative liaison by Own Employees.
- (a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.
- (b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.
- (c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:
- (1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,
- (2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.
- (d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:
- (1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;
- (2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and
- (3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.
- (e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.
- (2) Professional and technical services.
- (a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-
- (i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.
- (i) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.
- (b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.
- (c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.
- (d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.
- (iii) Selling activities by independent sales representatives.
- (c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:
- (i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and
- (ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.
- (d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.
- (e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.
- (f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.
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16. Equal Employment Opportunity

During the performance of this contract, the

Contractor/Seller agrees as follows:

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

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

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

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

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

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

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

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

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

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

17. Equal Opportunity for Workers with Disabilities

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

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

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

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

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

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

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

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

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

18. Dissemination or Disclosure of Information

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

19. Contractor's Status

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

20. Other Contractors

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

21. Liens

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

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

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

23. Procurement of Recovered Materials

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

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

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