

REQUEST FOR PROPOSALS FOR
LEGAL SERVICES
FOR THE JOHNSTOWN HOUSING AUTHORITY

The Contracting Officer of the Johnstown Housing Authority, by virtue of its contract with the United States of America, acting through the Department of Housing and Urban Development, pursuant to the United States Housing Act of 1937, as amended, is hereby requesting proposals for legal services.

The term for the provision of legal services will begin January 1, 2027 and end December 31, 2028, with the option to renew the contract for an additional two-year period of time. The option to renew will be solely at the discretion of the Contracting Officer of the Johnstown Housing Authority. The Johnstown Housing Authority will notify all parties involved, two (2) months prior to the expiration date of the contract, as to whether or not the contract will be renewed.

Attention is called to all respondents that all applicable Equal Employment Opportunity requirements for federally-assisted contracts must be complied with. This includes strict compliance with Executive Order 11246, as amended (establishing a goal of 6.9% for female employment and 1.3% minority percentage by craft); Nondiscrimination; Executive Order 11625, Minority Business Enterprise; Executive Order 12138, Women Business Enterprise; Section 3 of the Housing and Urban Development Act of 1968; Civil Rights Act of 1964; and Minority Business Participation.

Notice is hereby given that this is a Section 3 covered project and that the Johnstown area has been defined as a Section 3 area. The Authority promotes the utilization of business concerns, which are located in or owned in substantial part by persons residing in the Section 3 area, and promotes job training and employment opportunities for qualified, lower income, Section 3 area residents.

Interested respondents may obtain Request for Proposal Documents containing detailed submission requirements from the Administrative Office, Johnstown Housing Authority, 501 Chestnut Street, Johnstown, PA 15906 (814-535-7771). Documents are available at no cost.

Interested firms are requested to respond by proposal submission (satisfying the requirements of this invitation) on or before 4:00 p.m., prevailing time, Wednesday, November 16, 2026 to be submitted to the Administrative Office of the Authority located at 501 Chestnut Street, Johnstown, PA 15906. Proposals being mailed should be addressed to the Johnstown Housing Authority, P.O. Box 419, Johnstown, PA 15907. Proposals should be placed in two (2) sealed envelopes. Both the outer and inner

envelope shall be clearly marked, **“Proposals for Legal Services for the Johnstown Housing Authority.”**

The Contracting Officer of the Johnstown Housing Authority reserves the right to accept or reject any or all proposals or to waive any informalities in bidding, and to withhold award for a period of (90) days.

THE JOHNSTOWN HOUSING AUTHORITY

Michael P. Alberts
Executive Director

SCOPE OF SERVICES

The Attorney or law firm shall render legal services, which the Housing Authority may require in the operation and management of its projects, as long as the contract is in effect. This includes the following:

1. Attendance at Housing Authority, special or regular, monthly meetings when requested.
2. Attendance at National, State, Regional, or local training sessions when requested by the Housing Authority.
3. Conferring with and advising the Board and Executive Director of the Housing Authority on legal matters when requested.
4. Advice and assistance to the Housing Authority in preparation of all legal documents, papers, contracts, specifications, bonds, waivers, and other such legal drafting as may be required from time to time, within time limits.
5. Appearance for and representation of the Housing Authority in court in all litigated matters as required.
6. Review and approval of bidding documents, review and recommendation regarding bids received, and subsequent contracts.
7. Handling all legal questions and matters arising under contract of the Housing Authority and rendering of legal opinions on all matters submitted by the Authority.
8. When requested, consulting with Authority insurance carrier in case of injury to person or property involving the Authority.
9. Any and all legal matters not mentioned above that may arise during the term of this contract.

TIME PERFORMANCE

1. The Authority will enter into a contract beginning January 1, 2027 through December 31, 2028, with the option to renew the contract for an additional two-year period of time. The option to renew will be solely at the discretion of the Johnstown Housing Authority. The Johnstown Housing Authority will notify all parties involved, two (2) months prior to the expiration date of the contract as to whether or not the contract will be renewed.

REVIEW OF PROPOSALS

All proposals will be reviewed in accordance with the Competitive Proposal Process as outlined in the HUD Handbook 7460.8 REV 2. The attached rating system will be used to evaluate all proposals received in response to this Request for Proposals. An agreement shall be negotiated with the highest ranked proposer. If an agreement cannot be reached, the same procedure shall be implemented with the second ranked proposer, and so on.

ADDENDUM TO ENGAGEMENT AGREEMENT

The provisions outlined in Attachment B will be incorporated into the Engagement Agreement through means of an Addendum to the Agreement.

INFORMATION AND DATA TO BE REQUIRED BY EACH FIRM

Proposals will be evaluated on the following factors. Please include with your proposal a statement addressing each of these items.

1. Evidence of the attorney's or law firm's ability to perform legal work as indicated by profiles of the principals and staff. Professional and technical competence, experience, and number of years you have been a practicing attorney.
2. Knowledge of Local, County, and State Agencies or municipalities.
3. Demonstrate the ability to carry out, in a timely manner, assigned responsibilities of specific tasks or activities by prior experience in executing similar responsibilities.
4. Basis of compensation for legal services at an hourly rate.
5. Certified statement that the attorney or law firm is not debarred, suspended, or otherwise prohibited from professional practice by any Federal, State, or Local Agency.
6. Provide a completed form HUD 5369-C, Certifications and Representations of Offerors, Non-Construction Contract.
7. The Offeror should indicate, if appropriate, that the firm is a Section 3 Business Concern, as defined in Attachment A.

Provide an executed Section 3 Certification - Attachment A.

FACTORS FOR AWARD

The Authority will evaluate each written proposal, determine whether oral discussions are necessary, then based on the content of written proposal and oral discussion, if any, will assign points for each segment of the proposal in accordance with the criteria hereinafter set forth. The firm with the highest total points for such services will be selected for the purposes of negotiating a contract. The points awarded are set forth for each segment and subsequent below. If a contract cannot be negotiated successfully with the highest rated firm, negotiations will be conducted with the next highest-ranking firm, and so on until negotiation is successful.

1. Ability to perform legal work as indicated by past experience and number of years practicing law (10 points)
2. Ability to provide services in a timely manner (20 points)
3. Price of legal fees (5 points)
4. Certified statement that attorney or law firm is not debarred, suspended, or otherwise prohibited from practicing (10 points)
5. Bidder qualification as minority owned business firm and/or women owned business firm, determined from the submitted form HUD 5369-C (10 points)
6. Bidder qualification as Section 3 Business Concern preference - See Attachment A (5 points)

Bidder submitted executed Section 3 Certification - Attachment A (5 points)
7. Availability to attend Housing Authority meetings and training sessions as requested (15 points)
8. Responsiveness to Authority's requests for legal services as requested under the Scope of Services (20 points)

SCORING KEY - Percent of points awarded

0%	No response
50%	Marginal
70%	Acceptable
80%	Occasionally exceed acceptable
90%	Consistently exceed acceptable
100%	Outstanding in all respects

THE JOHNSTOWN HOUSING AUTHORITY
PROPOSAL EVALUATION
LEGAL SERVICES

FIRM NAME _____

1. Ability to perform legal work as indicated
by past experience and number of years
practicing law (10 points)..... _____

Comments:

2. Ability to provide services in a timely
manner (20 points)..... _____

Comments:

3. Price of Legal Fees (5 points)..... _____

Comments:

4. Certified statement that attorney or law
firm is not debarred, suspended, or
otherwise prohibited from practicing
(10 points)..... _____

Comments:

5. Bidder qualification as minority owned
business firm and/or women owned business
firm (10 points)..... _____

Comments:

6. Bidder qualification as Section 3
Business Concern preference - See Attachment A
(5 points).....

Bidder submitted executed Section 3 Certification -
Attachment A
(5) points).....

Comments:

7. Availability to attend Housing Authority
meetings and training sessions as
requested (15 points).....

Comments:

8. Responsiveness to Authority's requests
for legal services as requested under
the Scope of Services (20 points).....

Comments:

SCORING KEY - Percent of points awarded	
0%	No response
50%	Marginal
70%	Acceptable
80%	Occasionally exceed acceptable
90%	Consistently exceed acceptable
100%	Outstanding in all respects

Reviewer's Signature

Date

Johnstown Housing Authority
ATTACHMENT A

1 OVERVIEW OF SECTION 3 REQUIREMENTS

A. What is Section 3?

Section 3 is a provision of the Housing and Urban Development Act of 1968 (12U.S.C. 1701u) that is regulated by the provisions of 24 CFR 75. Section 3 regulations ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low and very low-income persons.

B. Purpose of this Document

This plan outlines how the Johnstown Housing Authority and its subrecipients, contractors, and subcontractors will comply with HUD's Section 3 requirements in implementing the Johnstown Housing Authority's HUD funded programs. The Johnstown Housing Authority will, to the greatest extent feasible, ensure that employment and other economic opportunities are directed to low and very low-income persons (Section 3 workers and Targeted Section 3 workers) and to eligible businesses (Section 3 Businesses) and requires the same of its contractors.

The Johnstown Housing Authority may amend its Section 3 Policies and Procedures document as necessary to ensure continued compliance with HUD's requirements and/or to reflect updated Section 3 guidance and outreach strategies.

C. Applicability

For public housing financial assistance, all funding is covered, regardless of the amount of expenditure or size of a contract. This plan applies to development assistance, operating funds, capital funds, and all mixed-finance development.

For housing and community development financial assistance, this plan applies to housing rehabilitation, housing construction, and other public construction projects that exceed \$200,000 or more of housing and community development financial assistance from one or more HUD programs. Applicability is determined at the project level.

For projects funded with Lead and Hazard Control and Healthy Homes Programs, this plan applies to projects that exceed \$100,000.

This plan also applies to projects that include multiple funding sources. Multiple funding source projects include projects that include public housing financial assistance, housing and community development financial assistance for single or multiple recipients, and the Lead Hazard Control and Healthy Homes Program.

Section 3 requirements do not apply to 1) Material Supply Contract – 75.3(b), 2) Indian and Tribal Preferences – 76.3(c), AND 3) Other HUD assistance and other Federal assistance not subject to Section 3 75.3(d). However, for financial assistance that is not subject to Section 3, recipients are encouraged to consider ways to support the purpose of Section 3.

2 Section 3 Coordinator

Johnstown Housing Authority's Section 3 Coordinator serves as the central point of contact for Section 3 compliance for Johnstown Housing Authority and its subrecipients, contractors, and subcontractors supporting the program. Subrecipients, contractors, subcontractors, and others are encouraged to reach out to the Johnstown Housing Authority's Section 3 Coordinator with questions regarding Section 3 compliance:

Wende Shurin
Maintenance Superintendent
wshurin@jhaonline.org

3 Employment, Training, and Contracting Goals

A. Safe Harbor Compliance

The Johnstown Housing Authority will be considered to have complied with the Section 3 requirements and met safe harbor, if they certify that they followed the required prioritization of effort and met or exceeded the Section 3 benchmarks, absent evidence of the contrary.

Prior to the beginning of work, contractors and subcontractors will be required to certify that they will follow the required prioritization of effort for Section 3 workers, Targeted Section 3 workers, and Section 3 business concerns as outlined below in section C. After completion of the project, on the Section 3 Cumulative Report, contractors and subcontractors will be required to certify that they followed the prioritization of effort requirements.

If the contractor and subcontractor does not meet the safe harbor requirements, they must provide evidence that they have made qualitative efforts to assist low and very low-income persons with employment and training opportunities.

B. Safe Harbor Benchmarks

The Johnstown Housing Authority has established employment and training goals that subrecipients, contractors, and subcontractors should meet in order to comply with Section 3 requirements outlined in 24 CFR Part 75.9 for public housing financial assistance. The safe harbor benchmark goals are as follows:

- 1 Twenty-five (25) percent or more of the total number of labor hours worked by all workers employed with public housing financial assistance in the PHA's fiscal year are Section 3 workers;

$$\text{Section 3 Labor Hours/Total Labor Hours} = 25\%$$

And

- 2 Five (5) percent or more of the total number of labor hours worked by all workers employed with public housing financial assistance in the PHA's fiscal year are Targeted Section 3 workers, as defined at 24 CFR Part 75.11,

$$\text{Targeted Section 3 Labor Hours/Total Labor Hours} = 5\%$$

HUD establishes and updates Section 3 benchmarks for Section 3 workers and/or Targeted Section 3 workers through a document published in the Federal Register, not less frequently than once every 3 years. Given that the Section 3 benchmarks are subject to change every three years or sooner, the Johnstown Housing Authority will review and update the Section 3 Plan every three years, as needed.

It is the responsibility of contractors to implement efforts to achieve Section 3 compliance. Any contractor that does not meet the Section 3 benchmarks must demonstrate why meeting the benchmarks were not feasible. All contractors submitting bids or proposals to the Johnstown Housing Authority are required to certify that they will comply with the requirements of Section 3.

C. Certification of Prioritization of Effort for Employment, Training, and Contracting

Employment and Training

Under the Johnstown Housing Authority's Section 3 Program, contractors and subcontractors should make best efforts to provide employment and training opportunities to Section 3 workers in the priority order listed below:

1. To residents of the public housing projects for which the public housing financial assistance is expended;
2. To residents of other public housing projects managed by the PHA that is providing the assistance or for residents of Section 8 assisted housing managed by the PHA.
3. To low and very low income persons residing within the metropolitan area (or non-metropolitan county) in which the assistance is expended.

Contractors and subcontractors will be required to certify that they will and have made best efforts to follow the prioritization of effort requirements prior to the beginning work and after work is completed.

Contracting

Under the Johnstown Housing Authority's Section 3 Program, contractors and subcontractors must make their best efforts to award contracts and subcontracts to business concerns that provide economic opportunities to Section 3 workers in the following order or priority:

1. Section 3 business concerns that provide economic opportunities for residents of public housing projects for which the assistance is provided;
2. Section 3 business concerns that provide economic opportunities for residents of other public housing projects or Section 8 assisted housing managed by the PHA that is providing assistance;
3. YouthBuild programs; and
4. Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or non-metropolitan county) in which the assistance is provided.

Contractors and subcontractors will be required to certify that they will and have made best efforts to follow the prioritization of effort requirements prior to the beginning work and after work is completed.

4 Section 3 Eligibility and Certifications

Individuals and businesses that meet Section 3 criteria may seek Section 3 preference from the Johnstown Housing Authority or its contractors/subcontractors for training, employment, or contracting opportunities generated by public housing financial assistance. To qualify as a Section 3 worker, Targeted Section 3 worker, or a Section 3 business concern, each must self-certify that they meet the applicable criteria.

Businesses who misrepresent themselves as Section 3 business concerns and report false information to the Johnstown Housing Authority may have their contracts terminated as default and be barred from ongoing and future considerations for contracting opportunities.

A. Section 3 Worker and Targeted Section 3 Worker Certification

A Section 3 worker seeking certification shall submit self-certification documentation to the recipient contractor or subcontractor, that the person is a Section 3 worker or Targeted Section 3 worker as defined in 24 CFR Part 75. For the purposes of Section 3 worker eligibility, the Johnstown Housing Authority will use individual income rather than family/household income to determine eligibility. The income limits will be determined annually using the guidelines published at <http://www.huduser.org/portal/datasets/il.html>.

Persons seeking the Section 3 worker preference shall demonstrate that it meets one or more of the following criteria currently or when hired within the past five years, as documented:

1. A low or very low income resident (the worker's income for the previous or annualized calendar year is below the income limit established by HUD); and
2. Employed by a Section 3 business concern; or
3. A YouthBuild participant.

Persons seeking the Targeting Section 3 worker preference shall demonstrate that it meets one or more of the following criteria;

1. Employed by a Section 3 business concern or
2. Currently meets or when hired met at least one of the following categories as documented within the past five years:
 - a. A resident of public housing; or
 - b. A resident of other public housing projects or Section 8 assisted housing; or
 - c. A YouthBuild participant.

Section 3 workers and Targeted Section 3 workers who are seeking preference in training and employment must submit the Section 3 Worker and Targeted Section 3 Worker Certification Form. The certification procedure will consist of the following:

Completing the Johnstown Housing Authority's Section 3 Worker and Targeted Section 3 Worker Self-Certification form.

In cases where Section 3 covered projects include multiple housing and development funding sources (financial assistance) from single or multiple recipients, the Johnstown Housing Authority will follow subpart of Part 75 to chart in Appendix B.

B. Section 3 Business Concern Certification

The Johnstown Housing Authority, should encourage contractors and subcontractors to make best efforts to award contracts and subcontracts to Section 3 business concerns.

Businesses that believe they meet the Section 3 Business requirement can/may self-register in the HUD Business registry, here: <http://www.hud.gov/Sec3Biz>. Businesses may seek Section 3 Business Concern preference by demonstrating that it meets one or more of the following criteria:

1. At least 51 percent of the business is owned and controlled by low or very low income persons; or
2. At least 51 percent of the business is owned and controlled by current public housing residents or residents who currently live in Section 8 assisted housing; or
3. Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers.

Businesses that seek Section 3 preference shall certify, or demonstrate to the Johnstown Housing Authority, contractors or subcontractors, that they meet the definitions provided in the above. Businesses may demonstrate eligibility by submitting the Section 3 Business Concern Certification Form. This form can be obtained by contacting Wende Shurin, Section 3 Coordinator.

Section 3 Business Concern Certification Forms must be submitted at the time of bid/proposal. If the Johnstown Housing Authority previously approved the business concern to be Section 3 certified, then the certification can be submitted along with the bid, as long as the form is submitted within the prescribed expiration date. The Section 3 Business Concern Certification Form will expire after 12 months. Establishing a 12 month certification of eligibility period allows the Johnstown Housing Authority the ability to assess contractor performance to ensure the business is striving to meet the required goals.

5 Assisting Contractors with Achieving Section 3 Goals

In an effort to assist contractors with meeting or exceeding the Section 3 goals, the Johnstown Housing Authority will do the following:

1. Share Section 3 Plan with contractors and subcontractors and explain policies and procedures.
2. Require contractors wishing to submit a bid/offer/proposal to attend pre-bid meeting.
3. Require contractor to sign the Section 3 Plan at pre-construction conference.
4. Review Section 3 benchmarks and prioritization of effort with contractors and subcontractors to ensure that the goals are understood. It is not intended for contractors and subcontractors to terminate existing employees, but to make every effort feasible to meet Section 3 benchmark goals by utilizing existing qualified workforce and by considering qualified eligible Section 3 workers and Targeted Section 3 workers (per the prioritization of effort outlined in Section #3) before any other person, when hiring additional employees is needed to complete proposed work to be performed with the Johnstown Housing Authority's Capital Fund Program.
5. At the time of bid, require the contractor to present a list, of the number of total labor hours, Section 3 worker labor hours, and Targeted Section 3 worker labor hours expected to be generated from the initial contract and a list of projected number of available positions, to include job descriptions and wage rates.
6. Maintain a local Section 3 worker/Targeted Section 3 worker database and provide the contractor with a list of interested and qualified Section 3 workers and Targeted Section 3 workers and contact information.
7. Inform contractors about the HUD Section 3 Opportunity Portal
<https://hudapps.hud.gov/OpportunityPortal/>

8. Require contractors to notify Section 3 Coordinator of their interests regarding employment of Section 3 workers prior to hiring.
9. Encourage local business to register on the HUD Business Registry and direct contractors to the HUD Section 3 Business Registry
<https://www.hud.gov/section3businessregistry>
10. Leverage the Johnstown Housing Authority's communication outlets (social media, website, etc.) to effectively communicate employment and contracting opportunities that arise.
11. Require contractors to submit a list of core employees (including administrative, clerical, planning, and other positions pertinent to the construction trades) at the time of contract award.

6 Section 3 Outreach

A. Outreach Efforts for Employment and Training

In order to educate and inform workers and contractors, the Johnstown Housing Authority's Section 3 Coordinator will be prepared to provide training and technical assistance on a regular basis per program guidelines. When training opportunities are available, contractors and subcontractors should, to the greatest extent feasible:

1. Notify the Section 3 Coordinator when training opportunities are available.
2. Provide information/handouts about Section 3 training opportunities to potential Section 3 workers and Targeted Section 3 workers.
3. Conduct an annual training for Section 3 workers and Section 3 businesses.

Contractors and subcontractors should employ several active strategies to notify Section 3 workers and Targeted Section 3 workers of Section 3 job opportunities, including:

1. Clearly indicating Section 3 eligibility on all job postings with the following statement: "This job is a Section 3 eligible job opportunity. We encourage applications from individuals that are low income and/or live in Public Housing and/or receive a Section 8 voucher";
2. Including the Section 3 Worker and Targeted Section 3 Worker Self-Certification Form in all job postings.
3. Working with the Section 3 Coordinator to connect Section 3 worker and Targeted Section 3 workers in the Johnstown Housing Authority's database with opportunities and/or utilize the Section 3 Opportunity Portal to find qualified candidates.
4. Establishing a current list of Section 3 eligible applicants.
5. Contacting local community organizations and provide them with job postings for Section 3 eligible applicants; and

6. Coordinating a programmatic ad campaign, which results in widespread job posting across diverse ad networks including:
 - a) Advertising job opportunities via social media, including LinkedIn and Facebook;
 - b) Advertising job opportunities via flyer distributions and mass mailings and posting as in common areas of housing developments and all public housing management offices.
 - c) Contacting resident councils, resident management corporations, and neighborhood community organizations to request their assistance in notifying residents of available training and employment opportunities.

B. Outreach Efforts for Contracting

When contracting opportunities arise, the Johnstown Housing Authority will employ the following strategies to notify Section 3 Business Concerns of Section 3 contracting opportunities, including but not limited to the following:

1. Adding Section 3 language to all RFPs, procurement documents, bid offerings and contracts.
2. Coordinating mandatory pre-bid meetings to inform Section 3 Business Concerns of upcoming contracting opportunities. The Section 3 Coordinator will participate in these meetings to explain and answer questions related to Section 3 policy.
3. Advertising contracting opportunities in local community papers and notices that provide general information about the work to be contracted and where to obtain additional information.
4. Providing written notice of contracting opportunities to all known Section 3 Business Concerns. The written notice will be provided in sufficient time to enable business concerns the opportunity to respond to bid invitations.
5. Coordinating with the prime contractor to publicize contracting opportunities for small businesses.
6. Coordinating with business assistance agencies and contractor associations to inform them of contracting opportunities and request their assistance in identifying Section 3 business concerns. Could include local community development organizations, business development agencies (Chamber of Commerce), and minority contracting associations.
7. Connecting Section 3 business concerns with resources to support business development to assist in obtaining contracting opportunities (e.g., bonding and insurance assistance, etc.). Contractors will also be encouraged to collaborate with the Johnstown Housing Authority as subcontract opportunities arise in an effort to notify eligible Section 3 business concerns about the contracting opportunities.

7 Section 3 Contracting Policy and Procedure

The Johnstown Housing Authority will incorporate Section 3 in its existing Procurement Policy and adopt a Section 3 Contracting Policy and Procedure to be included in all procurements generated for use with HUD funding. This policy and procedure contain requirements for making efforts to award contracts to Section 3 Business Concerns.

All contractors/businesses seeking Section 3 preference must, before submitting bids/proposals to the Johnstown Housing Authority be required to complete certifications, as appropriate. Such certifications shall be adequately supported with appropriate documentation as referenced in the Section 3 Business Concern Certification Form.

8 Section 3 Provisions/Contract Language

Johnstown Housing Authority will include standard Section 3 language in all of its contracts to ensure compliance with regulations in 24 CFR Part 75 and does not knowingly contract with any contractor that has been found in violation of the Section 3 regulations. On a periodic basis the Section 3 Coordinator will audit the Johnstown Housing Authority's contractors for compliance with the minimum Section 3 requirements outlined in the Section 3 Plan.

In addition, contractors and subrecipients are required to include language in all Section 3 covered contracts or agreements for subcontractors to meet the requirements of 24 CFR Part 75.9.

For businesses, 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.

9 Reporting Requirements

For Section 3 covered contracts, contractors must submit the Section 3 Performance and Summary Report to the Johnstown Housing Authority's Section 3 Coordinator on a weekly basis, and the annual reporting requirement set forth in that form's instructions.

A. Weekly Reporting

1. Contractors are required to submit monthly activity reports to the Johnstown Housing Authority's Section 3 Coordinator (wshurin@jhaonline.org)

B. Annual Reporting

1. Once a project is completed, contractors must submit a final Section 3 cumulative report for the program year.

2. Upon the completion of a project, Johnstown Housing Authority's Section 3 Coordinator will conduct a final review of the project's overall performance and compliance.
3. Johnstown Housing Authority's Section 3 Coordinator will submit the Section 3 data to HUD at the completion of each fiscal year.

C. Reporting on Projects with Multiple Funding Sources

1. For Section 3 projects that include public housing financial assistance and housing and community development financial assistance, the project will be reported on as a whole and will identify the multiple associated recipients.
2. For projects assisted with funding from multiple sources of housing and community development assistance that exceed the thresholds of \$200,000 and \$100,000 for Lead Hazard Control and Healthy Homes Programs (LHCHH) the Johnstown Housing Authority will follow subpart C of Part 75 and will report to the applicable HUD program office, as prescribed by HUD. Note: LHCHH assistance is not included in calculating whether the assistance exceeds the \$200,000 threshold. HUD public housing financial assistance and HUD housing and community development financial assistance is not included in calculating whether the assistance exceeds the LHCHH \$100,000 threshold. Refer to chart in Appendix B.

10 Internal Section 3 Complaint Procedure

In an effort to resolve complaints generated due to non-compliance through an internal process, Johnstown Housing Authority encourages submittal of such complaints to its Section 3 Coordinator as follows:

1. Complaints of non-compliance should be filed in writing and must contain the name of the complainant and brief description of the alleged violation of 24 CFR Part 75.
2. Complaints must be filed within 10 calendar days after the complainant becomes aware of the alleged violation.
3. An investigation will be conducted if complaint is found to be valid. Johnstown Housing Authority will conduct an informal, but thorough investigation affording all interested parties, if any, an opportunity to submit testimony and/or evidence pertinent to the complaint.
4. The Johnstown Housing Authority will provide written documentation detailing the findings of the investigation. The Johnstown Housing Authority will review the findings for accuracy and completeness before it is released to complainants. The findings will be made available no later than 10 days after the filing of complaint. If complainants wish to have their concerns considered outside of the Johnstown Housing Authority a complaint may be filed with:

Department of Housing and Urban Development
Pittsburgh Field Office
1000 Liberty Avenue, Suite 1000
Pittsburgh, PA 15222-4004

Complainants may be eligible to bring complaints under other federal laws. The U.S. Equal Employment Opportunity Commission (EEOC) is responsible for enforcing federal laws that make it illegal to discriminate against a job applicant or an employee because of the person's race color, religion, sex (including pregnancy), national origin, age (40 or older), disability or genetic information (medical history or predisposition to disease). For more information about complainant rights, please contact EEOC at www.EEOC.gov.

The Department of Labor Office of Federal Contract Compliance Programs (OFCCP) enforces, for the benefit of job seekers and wage earners the contractual promise of affirmative action and equal employment opportunity required of those who do business with the Federal government. More information about the services they provide can be obtained at: <http://www.dol.gov/ofccp/>.

11 Appendices

Appendix A: Definitions

The terms HUD, Public Housing, and Public Housing Agency (PHA) are defined in 24 CFR part 5.

The following definitions also apply to 24 CFR Part 75 HUD's Economic Opportunities for Low and Very Low Income Persons:

1937 Act means the United States Housing Act of 1937, 42 U.S.C. 1437 et seq. activities related to Public Housing

Contractor means any entity entering into a contract with:

1. A recipient to perform work in connection with the expenditure of public housing financial assistance or for work in connection with a Section 3 project; or
2. A subrecipient for work in connection with a Section 3 project.

Labor hours means the number of paid hours worked by persons on a Section 3 project or by persons employed with funds that include public housing financial assistance.

Low income person means a person as defined in Section 3(b)(2) of the 1937 Act, at or below 80% AMI. Note that Section 3 worker eligibility uses individual income rather than family/household income.

Material supply contracts means contracts for the purchase of product and materials, including, but not limited to, lumber, drywall, wiring, concrete, pipes, toilets, sinks, carpets, and office supplies.

Professional services means non-construction services that require an advanced degree or professional licensing, including, but not limited to, contracts for legal services, financial consulting, accounting services, environmental assessment, architectural services, and civil engineering services.

Public housing financial assistance means assistance as defined in 24 CFR Part 75.3(a)(1).

Public housing project is defined in 24 CFR 905.108.

Recipient means any entity that receives directly from HUD public housing financial assistance or housing and community development assistance that funds Section 3 projects, including, but not limited to, any State, local government, instrumentality, PHA, or other public agency, public or private nonprofit organization.

Section 3 means Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

Section 3 business concern means:

1. A business concern meeting at least one of the following criteria, documented within the last six-month period:
 - (i) It is at least 51 percent owned and controlled by low or very low income persons;
 - (ii) Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
 - (iii) It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8 assisted housing.
2. The status of a Section 3 business concern shall not be negatively affected by a prior arrest or conviction of its owner(s) or employees.
3. Nothing in this part shall be construed to require the contracting or subcontracting of a Section 3 business concern. Section 3 business concerns are not exempt from meeting the specifications of the contract.

Section 3 Coordinator is the person tasked with overseeing all Section 3 responsibilities for the PHA/CD office.

Section 3 project means a project defined in 24 CFR Part 75.3(a)(2).

Section 3 worker means:

1. Any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:
 - (i) The worker's income for the previous or annualized calendar year is below the income limit established by HUD.
 - (ii) The worker is employed by a Section 3 business concern.
 - (iii) The worker is a YouthBuild participant.
2. The status of a Section 3 worker shall not be negatively affected by a prior arrest or conviction.
3. Nothing in this part shall be construed to require the employment of someone who meets this definition of a Section 3 worker. Section 3 workers are not exempt from meeting the qualifications of the position to be filled.

Section 8 assisted housing refers to housing receiving project based rental assistance or tenant based assistance under Section 8 of the 1937 Act.

Service area or the neighborhood of the project means an area within one mile of the Section 3 project or, if fewer than 5,000 people live within one mile of the Section 3 project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. census.

Small PHA means a public housing authority that manages or operates fewer than 250 public housing units.

Subcontractor means any entity that has a contract with a contractor to undertake a portion of the contractor's obligation to perform work in connection with the expenditure of public housing financial assistance or for a Section 3 project.

Subrecipient has the meaning provided in the applicable program regulations or in 2 CFR 200.93.

Targeted Section 3 worker has the meanings provided in 24 CFR Part 75.11, 75.21, or 75.29, and does not exclude an individual that has a prior arrest or conviction.

Very low income person means the definition for this term set forth in section 3(b)(2) of the 1937 Act (at or below 50% AMI)

YouthBuild programs refers to YouthBuild programs receiving assistance under the Workforce Innovation and Opportunity Act (29 U.S.C. 3226).

Appendix B: Multiple Funding Sources – Chart

TYPE OF FINANCIAL ASSISTANCE	DEFINITIONS TARGETED SECTION 3 WORKER	THRESHOLDS	PRIORITIZATION	REPORTING
Public Housing & Housing and Community Development	PHA must follow subpart B of Part 75 HCD may follow subpart B or C of Part 75	None Any amount of PH assistance triggers Section 3	PHA – must follow subpart B of Part 75 HCD may follow subpart B or C of Part 75	PHA must follow subpart B of Part 75 HCD may follow subpart B or C of Part 75 Both – Must report on project as a whole and identify the multiple associated recipients
Multiple Sources of Housing and Community Development (single or multiple recipients)	Must follow subpart C of Part 75	Exceeds \$200,000 for Section 3 projects LHCHHP exceeds \$100,000	Must follow subpart C of Part 75	Must follow subpart C of Part 75 Must report on projects as a whole and identify the multiple associated recipients Must report to the applicable HUD program office as prescribed by HUD

CERTIFICATION OF INTENT TO COMPLY WITH HIRING AND SUBCONTRACTING GOALS

On behalf of _____, I hereby certify to
our intention to make a serious and good faith effort to meet the goals established by
the Johnstown Housing Authority regarding the hiring of women, minorities, Section 3
workers, Targeted Section 3 workers, and the utilization of women and minority
businesses and Section 3 businesses in accordance with the Johnstown Housing
Authority's policy for Economic Opportunities for Low and Very Low-Income persons.

Company Name

Authorized Signature

Printed Name

Project Name

Date

ATTACHMENT B

LEGAL SERVICES CONTRACT PROTOCOL

The Department urges inclusion of the following provisions into all legal services contracts executed and/or administered by Public Housing Agencies, unless no federally provided funds will be used to administer the contract.

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ADDENDUM TO ENGAGEMENT AGREEMENT

1. The [name of Public Housing Agency] (PHA) and [name of legal service individual or firm] (LSP) engaged to provide professional legal services to the PHA in connection with [briefly and precisely describe the nature, scope and limits of the legal services to be provided by the LSP] agree that the provisions of this Addendum to the Engagement Agreement are hereby incorporated into PHA and LSP's engagement agreement as if they had been set forth at length therein.
2. During the pendency of the legal services engagement, LSP shall not, without HUD approval, represent any officer or employee of PHA, in her/his individual capacity, in connection with potential civil liability or criminal conduct issues related to PHA operations.
3. LSP has an obligation not to, and shall not, interfere with, disrupt, or inappropriately delay or hinder any authorized monitoring, review, audit, or investigative activity of HUD (including the Office of Inspector General), the General Accounting Office (GAO), or the officers and employees of HUD and GAO. Any and all representation by LSP cannot be inconsistent with the foregoing obligation. Specifically, LSP shall not deny access to HUD, GAO, or the officers and employees of HUD and GAO, to PHA records in response to document demands by HUD, GAO, or the officers and employees of HUD and GAO, notwithstanding possible discovery privileges that would otherwise be available to PHA. HUD requires public housing agencies to provide HUD, GAO, or the officers and agents of HUD and GAO, with "full and free" access to all their books, documents, papers and records. See 24 CFR. §85.42(e)(1); HUD Handbook 7460.7 REV-2, §1-2(B)(2).
4. PHA and LSP shall make available for inspection and copying, by HUD (including the Office of Inspector General), GAO, and the officers and employees of HUD and GAO, all invoices, detailed billing statements, and evidence of payment thereof relating to LSP's engagement. Such records constitute "PHA records" and are subject to section 3, above.

5. If HUD or PHA determines that LSP is violating any provision of this Addendum to the Engagement Agreement, it shall timely notify LSP of such violation. LSP will have 48 hours following its receipt of the notice of violation to cease and desist from further violation of the addendum. If LSP fails to adequately cure the noticed violation within 48 hours: (A) HUD, in its discretion, may demand that PHA terminate the professional legal services engagement for breach, or, henceforth, satisfy all costs associated with the engagement with non-Federal funds; and/or (B) PHA, in its discretion, may terminate the professional legal services engagement for breach. Additionally, HUD may sanction LSP pursuant to 24 CFR. Part 24.
6. Should any part, term, or provision of this Addendum to the Engagement Agreement be declared or determined by any court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms, and provisions shall not be affected.

[Enter date]

[Enter name of PHA Exec. Dir.]

[Enter name of LSP key partner]

Instructions to Offerors Non-Construction

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



- 03291 -

1. Preparation of Offers

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

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

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

2. Submission of Offers

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

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

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

3. Amendments to Solicitations

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

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

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

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

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

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

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

6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

7. Contract Award

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

(b) The HA may

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

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

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

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

8. Service of Protest

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

9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]

Certifications and Representations of Offerors

Non-Construction Contract

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

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

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

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

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

(i) Award of the contract may result in an unfair competitive advantage;

(ii) The Contractor's objectivity in performing the contract work may be impaired; or

(iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

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

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

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

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title: