WESTMORELAND COUNTY HOUSING AUTHORITY

REQUEST FOR PROPOSAL

AUDIT SERVICES FOR THE YEARS ENDING

SEPTEMBER 30, 2026 AND 2027

WCHA
Westmoreland County
Housing Authority

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I. GENERAL INFORMATION

A. Purpose

This Request for Proposal (RFP) is to contract for a financial and compliance audit for the fiscal years ending September 30, 2026 and 2027. The Westmoreland County Housing Authority reserves the exclusive right to extend audit services for up to three years following the expiration of this contract at the percentage (%) increases listed for option years 2028, 2029 and 2030 on the official proposal form.

B. Who May Respond

Only licensed Certified Public Accountants may respond to this RFP.

C. Instructions On Proposal Submission

1. Addendums, Clarifications & Additional Information

Prospective offerors are required to notify WCHA of their intent to respond to this solicitation via email to Rachel Fritz, at rachelf@wchaonline.com. All questions pertaining to this request for proposal shall be submitted, via email, to Rachel Fritz, at rachelf@wchaonline.com. All addendums, clarifications and additional information pertaining to this solicitation shall be posted on the housing authority's website (www.wchaonline.com). Prospective offerors are advised to check the housing authority's website before submitting their proposals. WCHA assumes no responsibility for notification to potential respondents of the availability of addendums, clarifications and additional information. The Acknowledgement of Addenda Form – Appendix J – **must** be included with your proposal.

2. Closing Submission Date

Proposals must be submitted and received no later than **10:00 A.M. on Wednesday, December 9, 2026.**

3. Inquiries concerning this RFP should be directed to:

Rachel Fritz, CFO/Comptroller
167 South Greengate Road
Greensburg, Pennsylvania 15601-6392
(724)832-7248 Ext 3057
Email: rachelf@wchaonline.com

4. **Conditions of Proposal**

   All costs incurred in the preparation of a proposal responding to this RFP will be the responsibility of the offeror and will not be reimbursed by the Westmoreland County Housing Authority.

5. **Instructions to Prospective Contractors**

   Your proposal should be addressed as follows:

   Westmoreland County Housing Authority
   167 South Greengate Road
   Greensburg, PA 15601-6392

   It is important that the offeror's proposal be submitted in two (2) sealed envelopes, the outer envelope should be addressed to the Westmoreland County Housing Authority, 167 South Greengate Road, Greensburg, PA 15601-6392, the inner envelope shall be clearly marked in the lower left-hand corner with the following information:

   "Proposal for Audit Services for the fiscal years ending September 30, 2026 and 2027."

   Failure to do so may result in premature disclosure of your proposal.

   It is the responsibility of the offeror to ensure that the proposal is received by the date and time specified above.

   Proposals received after the stated date and time will not be considered in the selection process.

6. **Right to Reject**

   The Westmoreland County Housing Authority reserves the right to reject any and all proposals received in response to this RFP. A contract for the accepted proposal will be based upon the factors described in this RFP.

7. **Small, Minority-Owned, and/or Women's Business Enterprises**

   Efforts will be made by the Westmoreland County Housing Authority to utilize small, minority-owned, and/or women's business enterprises. An offeror qualifies as a small business firm, if it meets the definition of "small business" as established by the Small Business Administration.

8. **Section 3 Business Concerns**

   The Westmoreland County Housing 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. (**See Appendix A.)**

9. **Notification of Award**

   It is expected that a decision selecting the successful audit firm will be made within thirty (30) days of the closing date for the receipt of proposals. All offerors submitting proposals in response to this Request for Proposal will be informed, in writing, of the name of the successful audit firm.

   It is expected that the contract shall be a two-year contract.

D. **Description of Entity and Records to be Audited**

1. The following is a list of programs operated by the Westmoreland County Housing Authority which would be included in the financial and compliance audit:

   a. Conventional Public Housing (24 projects with a total of 1,647 units) – Under the Conventional Public Housing Program, the Authority rents units that it owns to low-income households. The Conventional Public Housing Program is operated under an Annual Contributions Contract (ACC) with HUD, and HUD provides Operating Subsidy and Capital Grant funding to enable the PHA to provide the housing at a rent that is based upon 30% of household income. The Conventional Public Housing Program is divided into fifteen Asset Management Projects and one Central Office Cost Center which are all accounted for as separate funds. The Conventional Public Housing Program also includes the Capital Fund Program, which is the primary funding source for physical and management improvements to the Authority's properties.

   b. Housing Choice Voucher Program (1,887 units) – Under the Housing Choice Voucher Program, the Authority administers contracts with independent landlords that own the property. The Authority subsidizes the family's rent through a Housing Assistance Payment made to the landlord. The program is administered under an Annual Contributions Contract (ACC) with HUD. HUD provides Annual Contributions Funding to enable the Authority to structure a lease that sets the participants' rent at 30% of household income.

c. Section 8 Moderate Rehabilitation Programs (3 programs with a total of 113 units) – Under the Section 8 Moderate Rehabilitation Programs, the Authority administers contracts with independent landlords that own the property to rehabilitate the unit so that it may be subsidized upon satisfactory completion of the rehabilitation. Upon completion of the rehabilitation, the Authority and landlord enter into a Housing Assistance Payment Contract. This program is administered under an Annual Contributions Contract (ACC) with HUD.

d. Emergency Rehabilitation Grant Program – Under the Emergency Rehabilitation Grant Program, the Authority provides assistance to qualified households in those situations where existing housing situations threaten life, health or safety of the owner occupants of the dwelling. In general, deteriorated furnaces and roofs that need repair or replacement are addressed. The program is funded through Community Development Block Grant funds received from the County of Westmoreland.

e. Weatherization Assistance Program - Under the Weatherization Program, the Authority provides assistance to qualified low-income persons to increase energy efficiency and to meet the costs of energy of the dwelling owned or occupied by the low-income persons. The program is funded through federal grants received from the Pennsylvania Department of Community and Economic Development.

f. Temporary Rental Assistance - The Authority administers temporary rental assistance to qualified low-income persons under the Housing Assistance Program. The Housing Assistance Program provides rent assistance, intensive care management, and emergency shelter to homeless and near homeless persons who are eligible. The program is funded through grant funds received from the Pennsylvania Department of Human Services.

g. Emergency Shelter Grant – Under the Emergency Shelter Grants Program, the Authority provides funds to improve the quality of area emergency shelters. The program is funded by grant funds received from HUD.

h. Public Housing Family Self-Sufficiency Under Resident Opportunity and Supportive Services – Under this program, the objective is to promote the development of local strategies to coordinate the use of assistance under the Public Housing program with public and private resources to enable participating families to achieve economic independence and housing self-sufficiency. The program is funded by grant funds received from HUD.

i. Forfeited FSS Escrow Funds – Forfeited funds from the Family Self-Sufficiency program occur when a participating family fails to mee the program rules. The forfeited funds are required to be deposited into a separate fund for the benefit of FSS participants in good standing.

j. ROSS Service Coordinators Grant – Under this program, the objective is to provide resident activities at various public housing communities through educational activities.

k. Component Units – Component units of the Authority include Westmoreland Non-Profit Housing Corporation, (a 501(c)3 nonprofit corporations), Eastmont Estate Associates, Troutman Business Associates, Walnut Avenue Associates, South Greengate Commons, Odin View and Grand View (tax credit properties that are structured as partnerships for tax purposes.) These are separate entities, which are now controlled by the Authority. Eastmont Estate Associates, South Greengate Commons, Odin View and Grand View are independently audited by an outside firm but need to be included for financial statement purposes.

   Component units of the Authority also include Westmoreland County Housing Associates, Inc, (a 501(c)3 nonprofit corporation), WCHA Development LLC, Loyalhanna Associates LLC, Arnold Towers LLC, Hempfield Towers LLC, Church View Senior Residences LLC, CTSS LLC and NTSS LLC. These entities are controlled by the Authority.

l. Business Activities - Business Activities represent various non-HUD resources developed from a variety of proprietary activities. The following funds are included as Business Activities for reporting purposes:

   1. District Justice Office Fund – The District Justice Office fund consists of income generated from the operation of an office building located near the Authority's main office.

   2. General Fund – The General Fund is used for payroll purposes and certain Authority-wide transactions using the "due to/due from" accounts. Expenses are paid out of the General Fund and are reimbursed by the applicable programs.

   3. PHFA Asset Building Fund – The PHFA Asset Building fund consists of grant funds from the Pennsylvania Housing Finance Agency (PHFA) for Family-Self Sufficiency. This is a 5 year grant.

   4. Redevelopment Properties - The Authority owns, maintains and manages four (4) housing projects know as Duff Manor, Monessen House, Mt. Pleasant Apartments and Shaner Heights Apartments. These projects consist of 36 senior housing units and 20 family housing units. The funding for these projects is principally provided by federal housing assistance contributions.

   5. First Commonwealth Building Fund – The First Commonwealth Building fund consists of income generated from the operation of an office building located in downtown Greensburg.

6. West Hempfield PBV Fund – The Authority owns, maintains, and managers 14 family housing units know as West Hempfield Townhouses Project Based Voucher Units. The funding for these units is provided by the Housing Choice Voucher Program.

The Authority is continually applying for additional grants, which if awarded, may require additional audit work. The Authority will negotiate a change in fee with the auditor for any additional programs added or unintentionally omitted from this request for proposal, which would cause a material change in the scope of the audit.

2. The financial statements of the Authority are prepared using Generally Accepted Governmental Accounting Standards as issued by the *Government Accounting Standards Board*.

3. The in-house accounting staff of the Authority consists of a comptroller and two accountants.

4. Currently, all of the ledgers of the Authority are maintained on an automated accounting system.

5. The books of account and financial records to be audited are maintained and are located at the Administrative Office of the Westmoreland County Housing Authority, 167 South Greengate Road, Greensburg, PA 15601-6392.

6. The books and records for each fiscal year will be completed within 60 days of the close of the fiscal year. The completed audit report must be submitted within eight (8) months after the close of the Authority's fiscal year.

E. **Type of Audit and Services Required**

The Authority requires a financial and compliance audit of the basic financial statements prepared in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS). The successful Respondent will be required to certify that each and every audit is performed in accordance with all applicable federal and state laws and regulations, and in accordance with Generally Accepted Accounting Principles (GAAP), and the standards set forth for financial audits in the U.S. General Accounting Office's (GAO) Government Auditing Standards (latest revision). The audit and financial statements shall meet the requirements of federal single audit regulations as prescribed by the Single Audit Act and Single Audit Act Amendments, GASB – 34 *Basic Financial Statement's and Management's Discussion and Analysis for State and Local Governments* and Title 2 U.S. Code of Federal Regulations (CFR) Part 200 – *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards(Uniform Guidance)*, as well as, their

applicable supplements and amendments. The Audit shall also include the agreed-upon procedures established by the Pennsylvania Department of Human Services (DHS) for DHS funded programs; and the provisions of the U. S. Department of Housing and Urban Development's Handbooks 7476.1 and 2000.04, as applicable. The reporting package and Data Collection Form must be submitted to the Single Audit Clearinghouse at the completion of the audit report.

Electronic Submission to REAC:
The Westmoreland County Housing Authority is required to submit its financial information to the Real Estate Assessment Center (REAC) electronically on the Financial Assessment Sub-system (FASS) using a template known as the Financial Data Schedule (FDS). REAC requires attestation by auditors on FDS data as to its "fair presentation in relation to audited basic financial statements" in accordance with the audit provisions of the AICPA SAS No. 29, *Reporting on Information Accompanying the Basic Financial Statements in Auditor-Submitted Documents*. The Auditor will opine on the Financial Data Schedule (FDS) in relation to the financial statements presented as a whole in accordance with SAS 29, no differently than previously done for combining schedules.

In addition, a separate attestation agreed-upon procedures engagement under AICPA SSAE No. 4, *Agreed-Upon Procedures Engagements* is required by REAC. This engagement requires the auditor to compare the electronically submitted data in the REAC staging database to the hard copy of the audit report and FDS.

II. SPECIFICATION SCHEDULE

A. Scope of a Financial Audit

The purpose of this RFP is to obtain the services of a public accounting firm, whose principal officers are independent certified public accountants, certified or licensed by a regulatory authority of a state or other political subdivision of the United States, hereinafter referred to as the "Offeror" to perform a financial and compliance audit of the Westmoreland County Housing Authority, as described in Section I (E) above.

B. Delivery Schedule

The Offeror is to transmit a draft copy of the audit report to the Westmoreland County Housing Authority by **May 1st** following the fiscal year end. The final audit report must be submitted to the Authority no later than **May 20th** following the fiscal year end.

Reports may be submitted earlier than the above schedule. However, if the Offeror fails to make delivery of the audit reports within the time schedule

herein, or if the Offeror delivers audit reports which do not conform to all of the provisions of this contract, the Westmoreland County Housing Authority may, by written notice of default to the Offeror, terminate the whole or any part of this contract. As actual damages for any delay in submitting the above-mentioned report are impossible of determination, the Offeror shall be liable for and shall pay to the WCHA, the sum of $50.00 per calendar day until such time that the report is transmitted to the Authority. Under certain extenuating circumstances, the contracting agent may extend this schedule upon written request of the Offeror with sufficient justification.

The attestation agreed-upon procedures performed with the audited REAC submission must be completed by **June 14th** following the fiscal year end.

Upon final approval of the audited financial submission by REAC, the Offeror must supply the Authority with five (5) bound copies, and one (1) electronic copy of the audit report, within 15 days of notification of the approval.

C. **Price**

The Offeror's proposed price should be illustrated in Section 7 of Appendix B and should include a detailed price for each program. An example of the preferred pricing detail schedule can be found in **Appendix C**. Any out-of-pocket expenses should also be included in the calculation of the price of the engagement. **Pricing information must be included in a separately sealed envelope.**

D. **Payment**

Payment will be made when the Westmoreland Housing Authority has determined that the total work effort has been satisfactorily completed. Should the Westmoreland County Housing Authority reject a report, an authorized representative of the Authority will notify the Offeror in writing of such rejection giving the reason(s). The right to reject a report shall extend throughout the term of this contract and for ninety (90) days after the Offeror submits the final invoice for payment.

Progress payments will be allowed to the extent that the Westmoreland County Housing Authority can determine that satisfactory progress is being made.

Upon delivery of the final reports, as specified in **Section II, Part B - Delivery Schedule**, and their acceptance and approval, the Offeror may submit a bill for the balance due on the contract for the audit.

E. **Exit Conference**

An exit conference with the Westmoreland County Housing Authority's representatives and the Offeror's representatives will be held at the conclusion of the field work.

Observations and recommendations must be summarized in writing and discussed with the Westmoreland County Housing Authority at the conclusion of the engagement.

F. **Workpapers**

1. Upon request, the Offeror will provide a copy of the workpapers pertaining to any questioned costs determined in the audit. The workpapers must be concise and provide the basis for the questioned costs as well as an analysis of the problem.

2. The workpapers will be retained for at least three (3) years from the end of the audit period.

3. The workpapers will be available for examination by authorized representatives of the General Accounting Office, the Westmoreland County Housing Authority, and all governmental funding sources.

G. **Confidentiality**

The Offeror agrees to keep the information related to all contracts in strict confidence. Other than the reports submitted to the Westmoreland County Housing Authority, the Offeror agrees not to publish, reproduce or otherwise divulge such information in whole or in part, in any manner or form or authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to the information, while in the Offeror's possession, to those employees on the Offeror's staff who must have the information on a "need-to-know" basis. The Offeror agrees to immediately notify, in writing, the Westmoreland County Housing Authority's authorized representative in the event the Offeror determines or has reason to suspect a breach of this requirement.

H. **AICPA Professional Standards**

The AICPA Professional Standards state:

"Ethics Interpretation 501-3 - Failure to Follow Standards and/or Procedures or Other Requirements in Governmental Audits.

"Engagements for audits of government grants, governmental units or other recipients of government monies typically require that such audits be in compliance with government audit standards, guides, procedures, statutes, rules and regulations, in addition to generally accepted auditing standards. If a member has accepted such an engagement and undertakes an obligation to follow specified government audit standards, guides, procedures, statutes, rules and regulations, in addition to generally accepted auditing standards, he or she is obligated to follow such requirements. Failure to do so is an act discreditable to the profession in violation of Rule 501[ET section 501.01], unless the member discloses in his or her report the fact that such requirements were not followed and the reasons therefore."

III. OFFEROR'S TECHNICAL QUALIFICATIONS

The Offeror, in its proposal, shall, at a minimum, include the following:

A. **Prior Auditing Experience**

The Offeror should describe its prior auditing experience including the names, addresses, contact persons, and telephone numbers of prior organizations audited. Experience should include the following categories:

1. Prior experience auditing governmental organizations. In particular, experience auditing HUD related entities.

2. Prior experience auditing organizations with federal government funding.

3. Prior appropriate audit experience.

B. **Organization, Size, and Structure**

The Offeror should describe its organization, size (in relation to audits to be performed) and structure. Indicate, if appropriate, that the firm is a small, minority-owned, and/or women's business enterprise. Offeror should include a copy of the most recent peer review, or quality review.

C. **Section 3 Requirements**

The Offeror should indicate, if appropriate, that the firm is a Section 3 Business Concern, as defined in Appendix B.

The Offeror should provide its proposed strategy for meeting the "greatest extent feasible" (Section 3 strategy) requirement. The strategy must address how the Offeror will comply with the Section 3 training and employment preference, contracting preference, or both. **Offerors should not merely affirm that they will comply with the Section 3 requirements or the employment and contracting numerical goals.** (Note: This Section 3 strategy is required of all Offerors.)

D. **Staff Qualifications**

The Offeror should describe the qualifications of staff to be assigned to the audits. Descriptions should include:

1. **Audit team makeup**.

2. **Overall supervision to be exercised**.

3. **Prior experience of the individual audit team members**.
   Only include resumes of staff to be assigned to the audits. Education, position in firm, years, and types of experience, continuing professional education, state(s) in which licensed as a CPA, will be considered.

E. **Understanding of Work to be Performed**
The Offeror should describe its understanding of work to be performed, including audit procedures, electronic submission of audited financial statements to REAC, estimated hours, and other pertinent information.

F. **Certifications**
The Offeror must sign and include as an attachment to its proposal the certifications enclosed with this RFP. The publications listed in the certifications will not be provided to potential Offerors by the Westmoreland County Housing Authority because the Authority desires to contract only with an Offeror who is already familiar with these publications.

G. **HUD Forms**

The Offeror must sign and include as an attachment to its proposal, the required HUD forms included in Appendix E, Appendix F, and Appendix G. **Failure of the Offeror to complete and sign where applicable and/or submit all of the HUD forms will be cause for rejection of the proposal.**

H. **Proof of Insurance**

The Offeror will obtain and maintain (a) workers' compensation insurance in accordance with State Workers' Compensation Law; and (b) liability insurance with a combined single limit of not less than $100,000 per occurrence with insurers reasonable acceptable to the Authority. The Authority will be named as an additional insured on each of such liability policies and such coverage shall be on a primary and noncontributory basis. The Offeror will deliver to the Authority certificates evidencing such policies prior to the commencement of the services and will deliver evidence of the renewal or replacement of such policies at least 30 days prior to the expiration thereof. Each of such policies will contain a waiver of the insurer's rights of subrogation against the Authority.

IV. PROPOSAL EVALUATION

A. Submission of Proposals

All proposals shall include two (2) copies of the Offeror's technical qualifications, two (2) copies of the pricing information **(in a separately sealed envelope)**, two (2) copies of the signed certifications, two (2) copies of the required HUD forms, and two (2) copies of the signed Section 3 Certification. These documents will become part of the contract.

B. Non-responsive Proposals

Proposals may be judged non-responsive and removed from further consideration if any of the following occur:

1. The proposal is not received timely in accordance with the terms of this RFP.
2. The proposal does not follow the specified format.
3. The proposal does not include the certifications.

C. Evaluation

Evaluation of each proposal will be based on the following criteria:

Factors	**Point Range**
1. Prior auditing experience.*	**0-15**
* The Westmoreland County Housing Authority may contact prior audited organizations to verify the experience provided by the Offeror.	
2. Organization, size, and structure of Offeror's firm. (Considering size in relation to audits to be performed.)	
a. Adequate size of the firm.	**0-5**
b. Small, minority-owned, and/or women's business enterprises.	**0-5**
c. Location of principal office of the firm.	**0-10**
3. Section 3 Requirements	
a. Preference for Section 3 Business Concerns (by the business category priority ranking).	**0-5**

b. Acceptability of the Offerors' proposed strategy for meeting the "greatest extent feasible" (Section 3 strategy) requirement. **0-5**

4. Qualifications of staff to be assigned to the audits to be determined from resumes submitted. Education, position in firm, years, and types of experience, continuing professional education, and state(s) in which licensed as a CPA, etc. will be considered.

   a. Audit team makeup. **0-15**

   b. Overall supervision to be exercised. **0-5**

   c. Prior experience of the individual audit team members. **0-10**

5. Offeror's understanding of work to be performed.

   a. Adequate coverage. **0-10**

   b. Realistic time estimates of each audit step. **0-5**

   c. Price **0-10**

MAXIMUM POINTS **100**

D. **Review Process**

The Westmoreland County Housing Authority may, at its discretion, request presentations by or meetings with any or all Offerors, to clarify or negotiate modifications to the Offeror's proposals.

However, the Westmoreland County Housing Authority reserves the right to make an award without further discussion of the proposals submitted. Therefore, proposals should be submitted initially on the most favorable terms, from both technical and price standpoints, which the Offeror can propose.

The Westmoreland County Housing Authority contemplates award of the contract to the responsible Offeror with the highest total points.

APPENDIX A

CERTIFICATIONS

A. The individual signing certifies that he/she is authorized to contract on behalf of the Offeror.

B. The individual signing certifies that the Offeror is not involved in any agreement to pay money or other consideration for the execution of this agreement, other than to an employee of the Offeror.

C. The individual signing certifies that the prices quoted in this proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition.

D. The individual signing certifies that the prices quoted on this proposal have not been knowingly disclosed by the Offeror prior to an award to any other Offeror or potential Offeror.

E. The individual signing certifies that there has been no attempt by the Offeror to discourage any potential Offeror from submitting a proposal.

F. The individual signing certifies that the Offeror is a properly licensed certified public accountant, or a public accountant licensed on or before December 31, 1970.

G. The individual signing certifies that he/she is aware of - and all individuals to be assigned to the audit have met - the GAO Continuing Education Requirement of 80 hours of continuing education every two (2) years.

H. The individual signing certifies that he/she has read and understands the GAO requirement of an external quality control (peer) review at least once every three (3) years.

I. The individual signing certifies that he/she has read and understands the following publications relating to the proposed audits:

1. Title 2 U. S. Code of Federal Regulations (CFR) Part 200 – *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)*

2. OMB Circular A-87, *Cost Principles for State, Local, and Indian Tribal Governments*;

3. GAO *Government Auditing Standards*, most recent revision, As Amended (The Yellow Book);

4. Single Audit Act Amendments of 1996;

5. Department of Housing & Urban Development *Public and Indian Housing, Compliance Supplement for Annual Audits of Public Housing Agencies and Indian Housing Authorities* by Independent Auditors.

6. Guidelines for Public Housing Authorities and Independent Auditors under *Uniform Financial Reporting Standards (UFRS) for Public Housing Authorities*, dated February 2000.

J. The individual signing certifies that he/she has read and understands all of the information in this Request for Proposal, including the information on the programs/grants/contracts to be audited.

K. The individual signing certifies that the Offeror, and any individuals to be assigned to the audits, does not have a record of substandard audit work and has not been debarred or suspended from doing work with any federal, state or local government. (If the Offeror or any individual to be assigned to the audits has been found to be in violation of any state or AICPA professional standards, this information must be disclosed).

L. The individual signing certifies that the Offeror does carry professional insurance as outlined in Section III, Part H.

Submitted this _____ day of _____, 20_____ .

_____

(Offeror's Firm Name)

_____

(Signature of Offeror's Representative)

_____

(Printed Name and Title of Individual Signing)

APPENDIX B

PROVISIONS AND PROCEDURES PERTAINING TO
EMPLOYMENT OPPORTUNITIES FOR BUSINESSES AND LOWER INCOME PERSONS
IN CONNECTION WITH FEDERALLY-ASSISTED PROJECTS IN COMPLIANCE WITH
SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968

I. Purpose

The purpose of section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (section 3) is to 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.

II. Assurance of Compliance

Every contractor and subcontractor shall incorporate, or cause to be incorporated, in all contracts for work in connection with a Section 3 covered contract, the following clause (referred to as the Section 3 clause):

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

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

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

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

III. **Definitions**

A. **Section 3 Resident**

A Public Housing resident or individual who resides in the metropolitan area or non-metropolitan county in which the Section 3 covered assistance is expended, who is considered to be a low- or very low-income person.

B. **Low-Income Persons**

Families (including single persons) whose incomes do not exceed 80 percent of the median income for the area.

C. **Very Low-Income Persons**

Families (including single persons) whose incomes do not exceed 50 percent of the median income for the area.

D. Section 3 Business Concern

Note: Preference category rankings are listed in descending order of priority.

Category 1 business - 51% or more owned by residents of the housing development or developments for which the Section 3-covered assistance is expended, or whose full-time, permanent workforce includes 30% of such residents as employees.

Category 2 business - 51% or more owned by residents of other housing developments or developments managed by the housing authority that is expending the Section 3-covered funding, or whose full-time, permanent workforce includes 30% of such residents as employees.

Category 3 business - HUD Youth build programs being carried out in the metropolitan area, or non-metropolitan county, in which the Section 3-covered funding is expended.

Category 4 business - 51% or more owned by Section 3 residents, or whose full-time, permanent workforce includes no less than 30% Section 3 residents; or that subcontract in excess of 25% of the total amount of subcontracts to category 1 or 2 businesses.

IV. **Certificate of Compliance**

The contractor shall execute the Certificate of Compliance and cause all subcontractors undertaking work in connection with this contract to furnish the same.

SECTION 3 CERTIFICATION

I will abide by and initiate in all of my subcontracts, to the greatest extent feasible, the requirements of Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u.

_____	_____
Company	Date
_____	_____
Authorized Signature	Title

APPENDIX C

PROPOSAL and CONTRACT BETWEEN PUBLIC HOUSING AGENCY

and

INDEPENDENT PUBLIC ACCOUNTANT FOR AUDIT SERVICES

THIS AGREEMENT, entered into as of _____ by and between the Westmoreland County Housing Authority, (hereinafter referred to as the Public Housing Agency, and

_____
(Full Name of Accountant or Accounting Firm)

Independent Public Accountant of _____
(Address of Main Offices Including State)

with offices at _____ (hereinafter referred to as the "Auditor"), WITNESSETH:

WHEREAS, the Public Housing Agency has entered into a contract (contracts) with the United States of America acting through the Department of Housing and Urban Development (hereinafter referred to as the "Government") for financial assistance for low-income public housing pursuant to the United States Housing Act of 1937, as amended, forty-two (42) United States Code section 1437 et seq.; and

WHEREAS, pursuant to said contract (contracts), the Government and the Inspector General of the United States or his duly authorized representatives have the right to audit the books and records of the Public Housing Agency pertinent to its operations with respect to such financial assistance; and

WHEREAS, the Government has authorized the Public Housing Agency to procure such an audit by an Independent Public Accountant in lieu of audit by the Government; and

WHEREAS, the Public Housing Agency desires the Auditor to conduct and perform such an audit:

NOW THEREFORE, the Public Housing Agency and the Auditor do mutually agree as follows:

1. The Auditor shall audit the accounts and records of the Public Housing Agency for two, twelve (12) month periods ending September 30, 2026 and 2027 in accordance with generally accepted auditing standards and the auditing and reporting provisions of the applicable HUD Audit Guide for the Low-Income Housing Program for use by Independent Public Accountants, herein referred to as 2 CFR Part 200 Uniform Guidance.

   The audit performed shall be sufficient in scope to enable the Auditor to express an opinion in the audit report on the financial statements of the Public Housing Agency.

2. The books of account and financial records to be audited are maintained and are located at the Public Housing Agency's office located at 167 South Greengate Road Greensburg, PA 15601-6392. Books and records will be made available to the Auditor by the Executive Director of the Public Housing Agency's office during normal business hours.

3. If the Auditor ascertains that the Public Housing Agency's books and records are not in a sufficiently satisfactory condition for performing an audit, the Auditor shall disclose this deficiency to the Public Housing Agency. If the Public Housing Agency cannot get its books ready for an audit within fifteen (15) days, then the Auditor should notify the Government. Notification to the Government shall be by written communication addressed to the Director, U.S. Department of Housing and Urban Development, Pittsburgh Office, Mid-Atlantic Region, William S. Moorhead Federal Building, 1000 Liberty Avenue, Suite 1000 Pittsburgh, PA 15222-4010. The Auditor shall await further instructions from the Director before continuing the audit.

4. Upon completion of the audits, an audit report consisting of those elements described in the audit guide and the authority's proposal shall be simultaneously submitted to the Public Housing Agency (five (5) bound copies, and one (1) electronic copy) and all other agencies designated by the Public Housing Agency to receive the audit reporting package.

5. The audit report shall be submitted no later than 270 days after the close of each Public Housing Agency's fiscal year within this contract period, unless a shorter period is required by State Law, however, the reports must be submitted in accordance with **Section II, Part B – Delivery Schedule** in the Request for Proposal, which will become part of this contract. As actual damages for any delay in submitting the above-mentioned report are impossible of determination, the Offeror shall be liable for and shall pay to WCHA, the sum of $50.00 per calendar day until such time that the report is transmitted to the Authority. Under certain extenuating circumstances, the contracting auditor may extend this schedule upon written request with sufficient justification.

6. The Public Housing Agency may, before or during the conduct of the audit, request changes in the scope of the services of the Auditor to be performed under this contract. Such changes, including any increase or decrease in the amount of the Auditor's compensation and any change in the time limitation for submission of the Auditor's report, which are mutually agreed upon by and between the Public Housing Agency and the Auditor, shall be incorporated into written amendments to this contract and shall be subject to the Government's approval.

7. The Public Housing Agency agrees to pay the Auditor as compensation for the services and reports mentioned herein, lump sum fees as follows:

2026 _____ 2027 _____ inclusive of all costs and expenses.

Option Year 2028 _____ % increase over 2027 fee.

Option Year 2029 _____ % increase over 2027 fee.

Option Year 2030 _____ % increase over 2027 fee.

The fees are based on the following:

a. Partner (Principle):

2026 $_____ per hour; est. staff days 2026 _____ $ _____

2027 $_____ per hour; est. staff days 2027 _____ $ _____

b. Senior (Manager):

2026 $_____ per hour; est. staff days 2026 _____ $ _____

2027 $_____ per hour; est. staff days 2027 _____ $ _____

c. Semi (Senior):

2026 $_____ per hour; est. staff days 2026 _____ $ _____

2027 $_____ per hour; est. staff days 2027 _____ $ _____

d. Junior:

2026 $_____ per hour; est. staff days 2026 _____ $ _____

2027 $_____ per hour; est. staff days 2027 _____ $ _____

e. Other (describe) _____

2026 $_____ per hour; est. staff days 2026 _____ $ _____

2027 $_____ per hour; est. staff days 2027 _____ $ _____

TOTAL FEE: 2026 $_____ 2027 $_____

Option Year 2028 _____ % increase over 2027 fee.

Option Year 2029 _____ % increase over 2027 fee.

Option Year 2030 _____ % increase over 2027 fee.

Please refer to APPENDIX D for prorated audit fee by program.

It is estimated that the man days needed to complete each audit will be as follows:

2026 _____ 2027_____,

8. The Auditor must be either a Certified Public Accountant, or a licensed or registered public accountant licensed on or before December 31, 1970, by a regulatory authority of a state or other political subdivision of the United States and meet any legal requirements concerning registration in which the Public Housing Agency is located. In addition, those public accountants licensed after December 31, 1970, but prior to December 31, 1975, who performed a PHA audit prior to December, 1975, will be eligible to continue to perform PHA audits. A statement by the state identifying such registration or license shall be attached to this contract.

   In addition, the Auditor must meet all regulatory requirements necessary to perform an audit in the State of Pennsylvania.

9. The Auditor certifies that its principal officer (a) or member(s) do not now have and have not had during any period covered by this audit, any interest, direct or indirect, in the Public Housing Agency or any of its members or officials including the following:

   a. Family relationship with any Public Housing Agency member or official;

   b. Employment by or service as a member or official of a Public Housing Agency during the period covered by the audit.

10. The Auditor certifies that it has not provided accounting or bookkeeping services for the Public Housing Agency during the period covered by the audit except as follows:

_____

_____

11. No member, officer, or employee of the Public Housing Agency, no member of the governing body of the locality in which any of the Public Housing Agency's projects are situated, no member of the governing body of the locality in which the Public Housing Agency was activated, and no other public official of such locality or localities who exercises any responsibilities or functions with respect to the Public Housing Agency's projects, during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in this contract or proceeds thereof.

12. No member of or Delegate to Congress of the United States or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

13. The Auditor warrants that he/she has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee.

    Breach of this warranty shall give the Public Housing Agency the right to terminate this contract, or in its discretion, to deduct from the Auditor's fee the amount of such commission, percentage, brokerage, or contingent fee.

14. The Auditor shall not assign or transfer any interest in this contract except that claims for moneys due or to become due from the Public Housing Agency under the contract may be assigned to a

bank, trust company, or other financial institution. If the Auditor is a partnership, this contract shall inure to the benefit of the surviving or remaining members of such partnership.

15. The Auditor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin. The Auditor shall take affirmative action to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, or national origin. Such action shall include, but not 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.

16. For a period of four (4) years from the date of each audit report, the Auditor shall make its work papers, records, and other evidence of audit available to the Government and to the Inspector General of the United States or his duly authorized representatives during normal working hours upon written request of the Government or of the Inspector General or his representatives. The period will be reduced to three (3) years for those Public Housing Agencies for which all projects have had Actual Development Cost Certificates issued. The Government and the Inspector General shall be entitled to reproduce any or all such documents at their expense for which provision shall be made at the time the need for reproduction rises.

17. Except for disclosure to the Government, the Inspector General and the Public Housing Agency, the audit report and work papers, records, and other evidence of audit, including information and data prepared or assembled by the Auditor under this contract, shall be held confidential by the Auditor and shall not be made available or otherwise disclosed to any person without the prior written approval of the Government.

18. In the event any program(s) are terminated or are not required to be audited within this two (2) year contract period, the Public Housing Agency will not be responsible for paying the Auditor the fee quoted for the program(s) which would not be required to be audited.

19. In the event any new programs are added during this contract period or other accounting services requested, the Public Housing Agency may negotiate a fee with the Auditor to audit the new program(s) or other proposals may be solicited by the Public Housing Agency.

20. If the Auditor refuses or fails to prosecute the work with such diligence as will ensure its completion within the time specified in this contract, the Public Housing Agency, by written notice to the Auditor, may terminate the Auditor's right to proceed with the work. Upon such termination, the Public Housing Agency may take over the work and prosecute the same to completion, by contract or otherwise, and for the Auditor and his sureties shall be liable to the Public Housing Agency for any additional cost incurred by the Public Housing Agency in its completion of the work.

IN WITNESS WHEREOF, the Public Housing Agency and the Auditor have executed this agreement by day and year first above written.

WESTMORELAND COUNTY HOUSING AUTHORITY

By: _____ Date: _____

_____
(Name of Independent Public Accountant)

By: _____ Date: _____
(Name)

APPENDIX D

WESTMORELAND COUNTY HOUSING AUTHORITY
PRORATED FEE SCHEDULE BY PROGRAM

Prorated Audit Fee by Programs must be disclosed here:

		2026	2027
A.	Low Rent Public Housing Program - ACC W-72		
1.	Asset Management Project #1	$	$
2.	Asset Management Project #2	$	$
3.	Asset Management Project #3	$	$
4.	Asset Management Project #4	$	$
5.	Asset Management Project #5	$	$
6.	Asset Management Project #6	$	$
7.	Asset Management Project #7	$	$
8.	Asset Management Project #8	$	$
9.	Asset Management Project #9	$	$
10.	Asset Management Project #10	$	$
11.	Asset Management Project #11	$	$
12.	Asset Management Project #12	$	$
13.	Asset Management Project #13	$	$
14.	Asset Management Project #14	$	$
15.	Asset Management Project #15	$	$
17.	Central Office Cost Center	$	$
18.	Modernization Projects (HUD Capital Fund)	$	$
B.	Section 8 Programs:		
1.	Section 8 Moderate Rehab K018-001 (2 ACC Units)	$	$
2.	Section 8 Moderate Rehab K018-002 (23 ACC Units)	$	$
3.	Section 8 Moderate Rehab K018-004 (88 ACC Units)	$	$
4.	Housing Choice Voucher Program (1,887 Units)	$	$
C.	Other Federal/ State/ Local Programs		
1.	Housing Assistance Program (DHS)	$	$
2.	Weatherization (DOE & LIHEAP)	$	$
3.	Emergency Rehabilitation Program(CDBG)	$	$
4.	Emergency Shelter Grant (HUD)	$	$
5.	Public Housing Self Sufficiency	$	$
6.	FSS Forfeitures	$	$
7.	ROSS Service Coordinators Grant	$	$

APPENDIX D

WESTMORELAND COUNTY HOUSING AUTHORITY
PRORATED FEE SCHEDULE BY PROGRAM
(CONTINUED)

		2026	2027
D.	Business Activities		
1.	District Justice Office Fund	$	$
2.	General Fund	$	$
3.	PHFA Asset Building Fund	$	$
4.	Redevelopment Properties	$	$
5.	First Commonwealth Building Fund	$	$
6.	West Hempfield PBV Fund	$	$
E.	Component Units	$	$
1.	Loyalhanna Associates, LLC	$	$
2.	Hempfield Towers, LLC	$	$
3.	Arnold Towers, LLC	$	$
4.	CTSS, LLC	$	$
5.	NTSS, LLC	$	$
6.	Church View Senior Residences, LLC	$	$
7.	WCH Associates, Inc.	$	$
8.	WCHA Development, LLC	$	$
9.	Troutman Building Associates	$	$
10.	Walnut Avenue Associates	$	$
11.	Westmoreland Non-Profit Housing Corporation	$	$
	Audit Total	$	$
	Agreed Upon Procedures		
1.	REAC Submission	$	$
	Total Contract Amount (Audit + REAC Submission)	$	$

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:]

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 been titled 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 pubic 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:

(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.

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 emplo yee 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 appli cants are employed, and that employees are treated during employm ent, without regard to their race, color, religion, sex, sexual orienta- tion, gender identity, disability, or national origin. Such action shall in dude, 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 selec- tion 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 advertisement s for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employ ment 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 man- ner 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 ano- ther employee or applicant. This provision shall not apply to instance s in which an employee who has access to the compensation inform ation of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other em ployees or applicants to individuals who do not otherwise have acces s to such information, unless such disclosure is in response to a form al complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the emplo yer, or is consistent with the [contractor/seller]'s legal duty to furnish information.

(d)The [contractor/seller] will send to each labor union or representat ive of workers with which it has a collective bargaining agreement or oth er contract or understanding, a notice to be provided by the agency contr acting 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 cons picuous 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 re quired 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 rule s, 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 in yoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as other- wise 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 acc ordance 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 exe mpted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub[contractor/seller] or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a sub- contractor 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 e mployee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applican t for employment is qualified. The [contractor/seller] agrees to take aff irmative action to employ and advance in employment individuals wit h disabilities, and to treat qualified individuals without discrimination o n the basis of their physical or mental disability in all employment pra ctices, 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 chan ges in compensation;

iv.Job assignments, job classifications, organizational struct ures, 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 app renticeship, 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 know ledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be post ed 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

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

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

(1) Is the person in the bidder'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)(l) 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)(l) through (a)(3) above.

_____ [insert full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder'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 deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

[ ] [Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding $50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" [ ] is, [ ] is not included with the bid.

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

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

(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.

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

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

3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding $100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to 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 on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to 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 on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of $100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

(a) Result in an unfair competitive advantage to the bidder; or,

(b) Impair the bidder's objectivity in performing the contract work.

[ ] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

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

The bidder 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 business enterprise. "Women-owned business enterprise," as used in this provision, means a 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 business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled 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

8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a) [ ] is, [ ] is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b) [ ] is, [ ] is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or

community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

9. Certification of Eligibility Under the Davis-Bacon Act (applicable to construction contracts exceeding $2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

10. Certification of Nonsegregated Facilities (applicable to contracts exceeding $10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed $10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding $10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

11. Clean Air and Water Certification (applicable to contracts exceeding $100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [ ] is, [ ] is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

12. Previous Participation Certificate (applicable to construction and equipment contracts exceeding $50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate"

[ ] is, [ ] is not included with the bid.

13. Bidder's Signature

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

_____
(Signature and Date)

_____
(Typed or Printed Name)

_____
(Title)

_____
(Company Name)

(Company Address)

APPENDIX H

WESTMORELAND COUNTY HOUSING AUTHORITY
PRIOR YEARS AUDIT COSTS

Fiscal Year Ended	Audit Cost	REAC Cost	Total Cost
September 30, 2023	$ 34,146	$ 2,921	$ 37,067
September 30, 2024	$ 34,979	$ 2,993	$ 37,972
September 30, 2025	$ 35,812	$ 3,063	$ 38,875

APPENDIX I

WESTMORELAND COUNTY HOUSING AUTHORITY
FINANCIAL AND COMPLIANCE AUDIT
YEAR ENDED SEPTEMBER 30, 2025

The report is available as a separate download at www.wchaonline.coom

APPENDIX J

WESTMORELAND COUNTY HOUSING AUTHORITY
ACKNOWLEDGEMENT OF ADDENDA

Offer has received the following addenda, receipt of which is hereby acknowledged:

Addendum Number: _____ Date Received: _____

Addendum Number: _____ Date Received: _____

Addendum Number: _____ Date Received: _____

Addendum Number: _____ Date Received: _____

Addendum Number: _____ Date Received: _____

_____
Offerors Name

_____
Signature

_____
Printed or Typed Name