

**CLEAN SLATE E3**

**REQUEST FOR PROPOSALS**

**Out-of-School Time (OST) Programs  
RFP #E3-2026-01**

**Due:**  
**April 29, 2026**  
**10:00 A.M.**

**To: Mr. Brandon Havranek  
Associate Director of  
Procurement/Contracting Officer  
Procurement Department  
412 Boulevard of the Allies  
6<sup>th</sup> Floor Procurement Department  
Pittsburgh, PA 15219**

## SECTION I INTRODUCTION

Clean Slate E3's mission is to support educational opportunities and human social service programs for residents of affordable and mixed income housing communities.

The Housing Authority City of Pittsburgh (HACP) is issuing this Request for Proposals on behalf of our affiliated nonprofit organization, Clean Slate E3. The HACP established Clean Slate E3, as a non-profit affiliate organization in order to attract charitable donations from the greater Pittsburgh corporate and foundation community in order to support Clean Slate E3's social service programs and educational outreach efforts.

Clean Slate E3 has obtained 501(c)(3) non-profit charitable organization status from the United States Internal Revenue Service (IRS). The HACP established Clean Slate E3 in order to expand potential funding sources for activities that enrich the lives of HACP residents, including but not limited to job training, education enhancement, and scholarships.

HACP on behalf of Clean Slate E3, seeks proposals from persons or organizations qualified to provide Clean Slate E3 Out-of-School Time Programs.

Clean Slate E3 is contemplating the award of a professional service contract, or contracts, for **an initial term of one (1) year with two (2), one (1) year extension options, for a total of three (3) years**, in the form of the Grant Agreement (**Attachment A**) through this solicitation process. If submitting alterations to the Clean Slate E3 contract for review and acceptance by Clean Slate E3, please submit an electronic version in MS Word format with your proposal. If submitting your company contract for review and acceptance by Clean Slate E3, please submit an electronic version in MS Word format with your proposal. If your contract is not included with your proposal, it is assumed that Clean Slate's contract will be used and is binding.

Any questions regarding this Request for Proposals should be in writing and directed to:

Mr. Brandon Havranek –  
Associate Director of Procurement/Contracting Officer  
Housing Authority of the City of Pittsburgh  
412 Boulevard of the Allies  
6<sup>th</sup> Floor, Procurement Department  
Pittsburgh, PA 15219  
412-456-5000 Ext 2890

If submitting questions via email, please send to [brandon.havranek@hacp.org](mailto:brandon.havranek@hacp.org)

A complete proposal package may be obtained from:

Business Opportunities Section of the HACP website, [www.hacp.org](http://www.hacp.org)

Following are the Key Dates associated with this Request for Proposals:

April 29, 2026  
10:00 a.m.

Deadline for Submission of Proposals

Mr. Brandon Havranek  
Associate Director of Procurement/Contracting  
Officer  
Housing Authority of the City of Pittsburgh  
412 Boulevard of the Allies  
6<sup>th</sup> Floor, Procurement Department  
Pittsburgh, PA 15219

April 7, 2026  
10:00 a.m.

Pre-submission Meeting:

**will be held via Zoom Meeting:**

Join Zoom Meeting

<https://hacp->

[org.zoom.us/j/85132751343?pwd=QnJS1DqXOT7nUE9uRZiWF2Vl0Y7yol.1](https://hacp-org.zoom.us/j/85132751343?pwd=QnJS1DqXOT7nUE9uRZiWF2Vl0Y7yol.1)

Meeting ID: 851 3275 1343

Passcode: 740429

Dial by your location:

+1 312 626 6799 US (Chicago, Ill.)

April 8, 2026  
10:00 a.m.

Deadline for the submission of written questions.

**\*\*Deadlines are subject to extension at Clean Slate E3's discretion and will be communicated as an addendum to this solicitation.**

HACP on behalf of Clean Slate E3 will also accept online submissions for this Request for Proposals, for those respondents wishing to submit online, please go to the following web address to upload documents:

**<https://www.dropbox.com/request/TZeSdOoE48q8VDSK8FBP>**

Please include your name and email address when prompted before submitting and upload all relevant attachments in the same document. Formatting for online submission should be organized in the same manner as if submitting the information via flash drive. The title of the uploaded bid shall be as follows:

**[Full Company Name]\_RFP #E3-2026-01\_\_ Technical  
[Full Company Name]\_RFP #E3-2026-01\_\_ Fee Proposal**

In the unlikely event your bid is too large to be uploaded as a single file, add: \_Part-1, \_Part-2... etc. to the end of the file name.

In addition to the electronic submittal above, The Housing Authority of the City of Pittsburgh on behalf of Clean Slate E3 will **only be accepting physical proposals dropped off in person from 8:00 AM until the closing time of 10:00 a.m. on April 29, 2026**, in the lobby of the One Stop Shop at 412 Boulevard of the Allies, Pittsburgh, PA 15219. Proposals may still be mailed via USPS at which time they will be time and date stamped in the Procurement Department at 412 Boulevard of the Allies, 6<sup>th</sup> Floor Procurement Department, Pittsburgh, PA 15219. All proposals must be received at the above address no later than 10:00 a.m. on April 29, 2026, regardless of the selected delivery mechanism.

## SECTION II SCOPE OF SERVICES

### Clean Slate E3 Out-of-school Time Programs

Clean Slate E3, the nonprofit affiliate of Housing Authority City of Pittsburgh (HACP), is seeking Request for Proposals (RFPs) from qualified organizations to provide contracted out-of-school time (OST) programming for a one year program, with the option to renew up to two additional years, to residents of HACP housing- Low Income Public Housing (LIPH) and Housing Choice Voucher (HCV- formerly Section 8) programs. Multiple organizations will be awarded with funding under this program. Organizations have the option to a) provide summer programs and after school programs, b) provide summer programming only, or c) provide after school programming only. Contract length will be determined based on programs offered (3 months for summer, 9 months for school year, or 12 months for both).

Clean Slate E3 is seeking to provide structured, evidence-based, outcome-driven OST programming designed to strengthen youth both socially and academically. Clean Slate E3 is committed to providing all youth with the opportunity to achieve excellence in academics, athletics, the arts, and cultural activities. Clean Slate E3 trusts that partners can facilitate this creative programming and we are currently seeking high-quality organizations and individuals to work with our youth.

Clean Slate E3 has established a preferred program structure for OST services that would encompass:

1. Enrichment programs that focus on challenging youth to build and advance already-learned skills that go beyond academic interests. These activities use curriculum and material created for the program with a combination of assistance, which may include youth leadership, community services, violence prevention, emotional learning activity, or audio/visual and performing arts.
2. Afterschool Programs that are high-performing youth development organizations serving youth. Organizations applying must demonstrate (1) experience managing an afterschool program, (2) ability to implement evidence-based practices, create baseline assessments and utilize metrics to show program performance to show positive youth development from start to finish, (3) offer enrichment and recreation opportunities, (4) collaborate with other public and private entities, (5) incorporate parental and family involvement, and (6) provide appropriate training for staff and volunteers.

The successful respondents will be charged with working with Clean Slate E3 representation and HACP youth.

**Site/Community Logistics: Applicants may opt to provide services onsite or offsite:**

**On-Site Providers:** On-site providers are organizations that provide services at the location.

Providers will need to detail any special facilities requirements (e.g., gym space, a room with sinks, etc.) and transportation requirements (include details in the budget narrative) for special events such as field trips, if applicable.

**Off-Site Providers:** Off-site providers are organizations that provide services at a location different from the site where youth will be participating in the program. Transportation must be provided.

Clean Slate E3 has identified the following communities for provision of services to residents of Arlington Heights, Allegheny Dwellings, Bedford Dwellings, Glen Hazel Heights, Homewood North, Northview Heights, Manchester, Scattered Sites North and South, and HCV (formerly Section 8) resident youth living in and/or around these communities.

**Providers should understand the following expectations that Clean Slate E3 has set for all successful proposals:**

- a. All employees of organizations who will be working directly with children must show proof of their Act 33/34 clearances
- b. A detailed timeline provided, for 2026 summer programs and/or the 2026-2027 school year
- c. An estimated number of program participants that can be served
- d. A schedule of programming for all youth
- e. Monthly reporting/quarterly reporting, documenting program attendance, activities, performance, and detailed outcomes, due by the 5th of the following month
- f. Monthly invoicing with proof of expenses
- g. Detailed outcome and performance reports at the end of summer programming and/or after school programs

**All proposals should include a narrative summary of the proposed program that includes the following:**

- a. Explain the rationale behind your program design, including why and how it will improve social, emotional, and academic outcomes for youth
- b. Present a detailed outline of the program and how it focuses on the targeted areas identified above
- c. Curriculum summaries, sample schedules, and related materials demonstrating the quality of the programming
- d. Identity outreach and recruitment strategies (Recruitment is an essential component of this program and successful bidders will be required to present outreach strategies upon award- including a timeline), being responsible for signing up program participants
- e. Identify a target number of participants or estimated number of clients to be served
- f. Provide information on location(s) and facilities; and, specifically, address a plan for transportation for youth
- g. A list of key personnel involved with the program and their roles and responsibilities (Act 33/ 34 clearances must be presented and up-to-date)
- h. Description of anticipated program outcomes, including quantifiable measures
- i. Program/ project timeline with anticipated start date, key benchmarks and end date (2026 summer programs and/or 2026-2027 academic school year)

- j. Instructional activities should be the priority of the schedule for the children and should encompass most of the student's time spent in the program and does not have to provide homework assistance
- k. Afterschool programs are more likely to achieve desired youth outcomes if they use a deliberate process to design, implement, and evaluate activities

The successful proposals shall provide Clean Slate E3 with a schedule and description of all activities and programs prior to the beginning of the programming. Awarded organizations must provide Clean Slate E3 with monthly, quarterly, and year end reports.

Clean Slate E3 estimates the award of multiple organizations for this program. The successful Offerors will receive an initial 1-year contract, with optional extensions for a second, and potential third year, for a total of three (3) years. Receiving an extension after 1-year is based upon performance and tangible program outcomes provided to Clean Slate E3, Inc. Contract extensions will be based upon the organization's ability to meet stated goals with regard to outcomes and will also be contingent upon available funding, the contract term may be limited to three (3) months, with terms and conditions adjusted as appropriate to reflect the shorter duration.

Clean Slate E3 expects to award funding to 5-7 organizations for this program. The successful proposers will receive an initial 1-year contract, with optional extensions for a second and potential third year. Receiving an extension after 1 year is based upon performance and tangible program outcomes provided to Clean Slate E3. Contract extensions will be based upon the organization's ability to meet stated goals with regard to outcomes and will also be contingent upon available funding. Notwithstanding the foregoing, for summer programming initiative, the contract term may be limited to three (3) months, with terms and conditions adjusted as appropriate to reflect the shorter duration.

Proposals that do not include required qualifications will not be considered.

### SECTION III GENERAL REQUIREMENTS

An Offeror may be an individual or a business corporation, partnership, firm, joint venture or other legal entity duly organized and authorized to do business in the City of Pittsburgh, financially sound and able to provide the services being procured by Clean Slate E3.

If an Offeror has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, such firm shall disclose that information in its offer, which may be sufficient ground for disqualification. If the selected firm fails to disclose such information and Clean Slate E3 discovers it thereafter, then Clean Slate E3 could terminate the contract.

Each Offeror must be in good standing with HACP, Clean Slate E3, and any Federal, State or Municipality that has or has had a contracting relationship with the firm. If the Offeror is not in good standing with HACP, Clean Slate E3, and/or any Federal, State or Municipality, this must be disclosed. If a Federal, State, or Municipal entity has terminated any contract with an Offeror for deficiencies or defaults, that Offeror must disclose this information to Clean Slate E3. Clean Slate E3 will consider such facts and circumstances during its evaluation of the Offeror's proposal. If the selected firm fails to disclose such information and Clean Slate E3 discovers it thereafter, then Clean Slate E3 could terminate the contract.

The Offeror must have and maintain all necessary insurance to cover malpractice liability and workers' compensation and submit proof of it with their proposal submission.

By receipt of this contract award, it shall be the responsibility of the successful Offeror to agree, certify, and eventually show proof that the work and products provided and installed by the Offeror are in full compliance with the requirements of the Build America, Buy America (BABA) Act. More information can be obtained at the following link: <https://www.hud.gov/baba>.

## SECTION IV CONTENT OF RESPONSE DOCUMENTS

Offerors submitting Proposals should fully read and comprehend the ***HUD-5369-B Instructions to Offerors Non-Construction*** provided in **Attachment B** and ***HUD-5370-C General Conditions – Non Construction*** provided in **Attachment C**. Proposals received without all of the required information may be deemed non-responsive. Offerors **choosing to submit physical proposals** must submit one original plus three (3) paper copies of their technical proposal and one (1) electronic copy in a PDF format on a Flash Drive. In a separate sealed envelope submit one (1) original paper, one (1) paper copy and (1) electronic copy in a PDF format of the fee proposal. **Proposals must include, in the same order as below and using the forms attached hereto, the following information, exhibits and schedules:**

### A. General Information

1. Letter of Interest (Cover letter)
2. Type of Organization; Corporation, Partnership, Joint Venture or Sole Proprietorship. Names of shareholders, partners, principals and any other persons exercising control over the Firm.
3. Description of the Offeror's capacity including staff resources
4. Organizational Certifications:
  - (a) Copies of Certificate of Incorporation, Partnership Agreement, Joint Venture or other organizational document.
  - (b) A corporate resolution signed by the Secretary of the Corporation and notarized, certifying the name of the individual(s) authorized to sign the offer, the contract and any amendments thereto.

### B. Previous Related Experience

1. The bidder shall list three (3) firms, governmental units, or persons for whom the bidder has previously performed work of the nature requested under this RFP. Name of the contracting entity.
2. Name, title and a telephone number of a contract person for each identified contracting entity to permit reference checks to be performed. The identified party must be one who has first-hand knowledge regarding the operation of the contracted facility or project and who was involved in managing the contract between the Offeror and the contracting entity.
3. In addition to the references, all bidders will provide the last three jobs they performed, contact information from the job and all change orders related to the job and the reason for each.
4. All bidders will provide information on the most recent HACP and/or Clean Slate E3 job, if applicable, to include all change order information and the reason for each. The most recent HACP and/or Clean Slate E3 job can be one of the 3 last jobs performed if that is the case.

### C. Proposed Staffing and Sub-consultants Responsibilities and Qualifications

Provide the following information relative to the proposed staffing and sub-consultants for this contact:

1. Provide background information regarding each identified Staff member that accurately describes his or her employment history and relevant experience providing services similar to those described in this Request for Proposals.
2. Description of the Scope of Services for at least three (3) projects in which the Staff and/or sub-consultant has provided services similar to those described in this Request for Proposals. Please include the individual's role in each project and all relevant aspects of each project.

**D. Methodology**

Project Approach: Provide a brief narrative of the Offeror's approach to the services described in this Request for Proposals. Availability: Describe the availability of the Staff proposed and the turnaround time for each request to be made by the Authority.

**E. Representations, Certifications, and Other Statements of Bidders**

Each Offeror must complete the *HUD-5369-A Representations, Certifications, and Other Statements of Bidders* provided in Attachment D.

**F. Minority and Women Business Participation Plan**

*Clean Slate E3 MBE and WBE Goals.* It is the policy of Clean Slate E3 to ensure that Minority Business Enterprises (MBEs) and Women-owned Businesses (WBEs) are provided maximum opportunity to participate in contracts let by Clean Slate E3. In accordance with Executive Order 11625, and the HACP Procurement Policy, Clean Slate E3 has established a goal of eighteen percent (18%) of the total dollar amount for MBE utilization in this contract. Clean Slate E3 has established a seven percent (7%) goal for participation of WBEs, and Clean Slate E3 strongly encourages and affirmatively promotes the use of MBEs and WBEs in all Clean Slate E3 contracts. For these purposes, an MBE is defined as "any legal entity other than a joint venture, organized to engage in commercial transactions, that is at least fifty-one percent (51%) owned and controlled by one or more minority persons." Also, a minority person is defined as a member of a socially or economically disadvantaged minority group, which includes African-Americans, Hispanic-Americans, Native-Americans, and Asian-Americans. A WBE/MBE is defined as "any legal entity other than a joint venture, organized to engage in commercial transactions, that is at least fifty-one percent (51%) owned and controlled by a female.

**Proposals submitted in response to this solicitation MUST include an MBE/WBE participation plan which, at a minimum, demonstrates "Best Efforts" have been taken to achieve compliance with MBE/WBE goals. HACP's Procurement Policy defines "Best Efforts" in compliance with MBE/WBE goals to mean that the contractor must certify and document with its bid or proposal that it has contacted in writing at least ten (10) certified MBE/WBE subcontractors to participate in the proposed contract with HACP or lesser number if the contractor provides documentation that ten (10) certified MBE and ten (10) certified WBE contractors could not be identified. Each contractor shall certify as to same under penalty of perjury and shall submit the back-up documentation with its bid or proposal. Any bid or proposal received from a contractor that does not contain such certification and back-up documentation acceptable to Clean Slate E3 may be deemed non-responsive by Clean Slate E3.**

If you have any questions regarding the Clean Slate E3 MBE/WBE goals please contact **Mr. Rick Williams, Vendor Relations Manager**, by email at [Ricardo.Williams@hacp.org](mailto:Ricardo.Williams@hacp.org) or by contacting him at the Procurement Department, Housing Authority of the City of Pittsburgh, 412 Boulevard of the Allies, 6<sup>th</sup> Floor, Pittsburgh PA 15219, telephone (412) 643-2768. Proposals must demonstrate how the Offeror intends to meet or exceed these goals. Also, complete the table provided in **Attachment E** and include with your proposal.

**G. Firm Demographics**

Provide a demographic description of all employees of your firm using the table provided in Attachment G.

**H. TIN/W-9 Form**

Complete a W-9 Request for Taxpayer Identification Number and Certification, as provided in Attachment H.

**I. MBE/WBE Letter of Intent**

Complete a Letter of Intent for each MBE/WBE firm contacted. A sample letter is provided in Attachment I.

**J. Fee Sheet**

All Offerors are required to submit their fees for providing the goods or services requested under this RFP in accordance with **Attachment J**, titled "FEE SHEET."

## SECTION V EVALUATION CRITERIA

The Evaluation Committee will evaluate and will score each proposal that is submitted as a complete response. It is noted that the proposed Fee will be evaluated separately. Responses may receive a maximum score of one hundred (100) points subdivided as follows:

**Experience of Offeror:****Maximum 25 points**

Demonstrated successful experience and capability of the proposed staff and sub-consultants proposed for this project in providing the services described in this Request for Proposals.

**Capacity:****Maximum 25 points**

Demonstrated ability of the Offeror to provide the resources (staffing, equipment, office facilities and other) necessary for the timely and efficient implementation of HACP's goals and objectives as described in this solicitation.

**Proposed Fee:****Maximum 20 points**

The proposed rates and level of service are reasonable and appropriate in relation to the services requested.

**Methodology:****Maximum 25 points**

The Offeror's proposed methodology is reasonable and logical and will ensure that HACP requirements will be met and indicates that the Offeror has a clear understanding of the scope of services required.

**MBE/WBE Participation****Maximum 5 points**

Demonstrated experience and commitment of the Offeror to assist the HACP in meeting its requirement and goals related to Minority/Women Business Participants.

**Deductions**

Points may be deducted for failure to submit all required documents or for submitting irrelevant or redundant material.

## SECTION VI PROCUREMENT AND AWARD PROCESS

Pursuant to 24 C.F.R. §85.36 (d)(3)/ 2 C.F.R. §200.320(d), Clean Slate E3 Out-of-School Time (OST) Programs are being procured as described in Section II of this solicitation. The following instructions are intended to aid Offerors in the preparation of their Proposals:

### A. Pre-Submission Conference

A pre-submission conference will be conducted on **April 7, at 10:00 a.m., and will be held via Zoom Meeting**:

Pre-submission Meeting:

**will be held via Zoom Meeting:**

Join Zoom Meeting

<https://hacp-org.zoom.us/j/85132751343?pwd=QnJS1DqXOT7nUE9uRZiWF2Vl0Y7yol.1>

Meeting ID: 851 3275 1343

Passcode: 740429

Dial by your location:

+1 312 626 6799 US (Chicago, Ill.)

Nothing discussed or expressed at the Pre-Submission Conference will change, alter, amend or otherwise modify the terms of this Solicitation unless a subsequent written amendment (addendum) is issued. Verbal responses by HACP/Clean Slate E3's representatives shall not constitute an amendment or change to this Solicitation.

Material issues raised and addressed at the Pre-Submission Conference shall be answered solely through an addendum to this Solicitation. Likewise, ambiguities and defects of this Solicitation raised at the Pre-Submission Conference shall be corrected by a written amendment only, which, if issued, shall form an integral part hereof.

Although not mandatory, all prospective respondents are strongly encouraged to attend the Pre-Submission Conference. Failure to attend will not excuse the legal contractual duty imposed by this Solicitation and the subsequent contract on each respondent to familiarize itself with the request for proposals.

Each firm shall submit in writing to the Contract Manager to request additional information as follows:

1. Describe any items, information, reports or the like, if any, that the Proposer will require from the HACP/Clean Slate E3 in order to comply with the scope of Services.
2. Identify any revisions to the Sample Contract that the Proposer will require in order to provide the services identified herein. Proposers are required to submit requests for revisions to the Contract, if any, to the Clean Slate E3 in writing at the time of proposal submission.

### A. Amendments to Solicitation

Any and all amendments to this Solicitation shall be sent by certified mail, return receipt requested, electronic mail, and/or by fax, to all potential Offerors who attend the Pre-Submission Conferences and/or receive the solicitation materials.

Notwithstanding any information that may be contained in the Solicitation and amendments thereto, Offerors are responsible for obtaining all information required thus enabling them to submit Responses.

**B. Submission of Proposals and/or Amendments to Proposals; Deadlines**

Responses may be hand-delivered or sent by certified or registered mail, return receipt requested, to the following address:

**Mr. Brandon Havranek  
Associate Director of Procurement/Contracting Officer  
Housing Authority of the City of Pittsburgh  
412 Boulevard of the Allies  
6th Floor, Procurement Department  
Pittsburgh, PA 15219**

HACP on behalf of Clean Slate E3 will also accept online submissions for this Request for Proposals, for those respondents wishing to submit online, please go to the following web address to upload documents:

<https://www.dropbox.com/request/TZeSdOoE48q8VDSK8FBP>

Please include your name and email address when prompted before submitting and upload all relevant attachments in the same document. Formatting for online submission should be organized in the same manner as if submitting the information via flash drive. The title of the uploaded bid shall be as follows:

**[Full Company Name]\_RFP #E3-2026-01\_\_Technical  
[Full Company Name]\_RFP #E3-2026-01\_\_Fee Proposal**

In the unlikely event your bid is too large to be uploaded as a single file, add: \_Part-1, \_Part-2... etc. to the end of the file name.

In addition to the electronic submittal above, The Housing Authority of the City of Pittsburgh on behalf of Clean Slate E3, will **only be accepting physical proposals dropped off in person from 8:00 AM until the closing time of 10:00 a.m. on April 29, 2026**, in the lobby of the One Stop Shop at 412 Boulevard of the Allies, Pittsburgh, PA 15219. Proposals may still be mailed via USPS at which time they will be time and date stamped in the Procurement Department at 412 Boulevard of the Allies, 6<sup>th</sup> Floor Procurement Department, Pittsburgh, PA 15219. All proposals must be received at the above address no later than 10:00 a.m. on April 29, 2026, regardless of the selected delivery mechanism.

each Response will be date-time stamped immediately upon its receipt at HACP on behalf of Clean Slate E3 to document its timeliness. Any Proposal received after the specified deadline shall be automatically rejected and will be returned unopened except as identified in the Instructions to Offerors attached hereto.

Any amendments to a response must be received before the specified response due date and time established for the delivery of the original Proposal except as identified in the Instructions to Offerors attached hereto.

### **C. Evaluation and Award Process**

Clean Slate E3 staff will review each Proposal to determine if it was complete and if it was responsive to this Request for Proposals. Clean Slate E3 may allow an Offeror to correct minor deficiencies in its Proposal that do not materially affect the Proposal.

All Proposals determined to be complete and responsive will be provided to Clean Slate E3 Evaluation Committee. Clean Slate E3's Evaluation Committee will evaluate the Proposals utilizing the criteria established in Section V of this Request for Proposals.

Clean Slate E3 reserves the right to interview Offerors in the competitive range, request additional information from selected Offerors and/or negotiate terms and conditions with selected Offerors.

Clean Slate E3 will perform a responsibility determination of the highest ranked Offeror which may include reference and financial background checks.

Clean Slate E3 will award a contract to the highest-ranked Offeror or Offerors determined to be responsive and responsible and whose offer is in the best interest of Clean Slate E3.

Clean Slate E3 shall not be responsible for and will not reimburse any Offeror for any cost(s) associated with preparing a proposal.

A Proposal submitted by an Offeror does not constitute a contract, nor does it confer any rights on the Offeror to the award of a contract. A letter or other notice of Award or of the intent to Award shall not constitute a contract. A contract is not created until all required signatures are affixed to the contract.

Prior to contract execution of any professional service contracts which have a potential amount of \$50,000.00 or greater, the selected firm may be required to appear before and present a Minority and Woman Owned Business participation plan to the City of Pittsburgh Equal Employment Opportunity Review Commission for approval. Any Clean Slate E3 agreement which has a potential amount of \$50,000.00 or more is subject to approval by the Clean Slate E3 Board of Directors.

# **ATTACHMENT A**

## **SAMPLE GRANT AGREEMENT**

(Contract and Contract Exhibits must be filled out and contract returned with proposal)

## Grant Agreement

This is a Grant Agreement (“Agreement”), dated as of \_\_\_\_\_, between Clean Slate E3, the nonprofit affiliate of Housing Authority City of Pittsburgh (Clean Slate E3), and \_\_\_\_\_ (“Grantee”).

### Background

Clean Slate E3’s mission is to support educational opportunities and human and social service programs for residents of affordable and mixed income housing communities. To further this mission, Clean Slate E3 desires to support Grantee’s work by making a grant (“Grant”) on the basis set out in this Agreement and in **Exhibit A** attached.

### Clean Slate E3 and Grantee agree as follows:

#### 1. Core Terms

##### 1.1 Grant

Clean Slate E3 will make the Grant to Grantee in the amount and in accordance with the schedule set out in Exhibit A.

##### 1.2 Use of Grant

Grantee will use the Grant, and any income earned on the Grant funds, only for the purpose set out in Exhibit A.

##### 1.3 Term

The Term is set out in Exhibit A.

##### 1.4 Payments

Clean Slate E3’s payment of Grant funds are conditioned upon compliance by Grantee with this Agreement. For grants with multiple disbursements, Clean Slate E3 may withhold or modify the amount of any payment after the initial payment in line with milestones or other conditions set out in Exhibit A. Grantee will notify Clean Slate E3 if Grantee meets such milestones or conditions, and provide Clean Slate E3 with appropriate documentation, satisfactory to Clean Slate E3, demonstrating satisfaction of such condition.

##### 1.5 Proper Use of Funds

Grantee will not use any portion of the Grant to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, to induce or encourage violations of law or public policy, to cause any improper private inurement or private benefit to occur, or to take any other action inconsistent with the Internal Revenue Code (“Code”) or other applicable law.

##### 1.6 Changes in Grant Purpose or Plan

Grantee will not make any material changes in Grant purpose or related activities without first obtaining Clean Slate E3’s prior written consent.

##### 1.7 Repayment of Unused Funds at End of Grant Period

Grantee must return to Clean Slate E3 any portion of the Grant funds not used for purposes of the Grant no later than ten days after the end of the Grant Period.

#### 2. Communication; Reports; Records

##### 2.1 Contact Persons

Grantee and Clean Slate E3 will each appoint one individual to act as the principal contact person for notices and other communications under this Agreement. The initial appointees are identified in the Grant Plan. Grantee and Clean Slate E3 may change its contact person at any time by written notice to the other party.

##### 2.2 Reporting and Meetings

Grantee will provide Clean Slate E3 with narrative and financial reports as set out in the Grant Plan, and with copies of press releases, announcements, or other external communications by Grantee about the Grant or the activities funded by the Grant.

Grantee will make available its key personnel for meetings and telephone calls with Clean Slate E3 as Clean Slate E3 may reasonably request.

### **2.3. Grantee Tax Status**

Grantee represents that it is exempt from federal income tax under Section 501(c)(3) of the Code and is not a private foundation under Section 509(a) of the Code.

### **2.4 Material Developments**

Grantee will promptly notify Clean Slate E3 of: (a) any changes in its status as a tax-exempt organization under Section 501(c)(3) of the Code; (b) any changes in Grantee's senior management team or key personnel responsible for carrying out the purposes of the Grant; or (c) material changes in budget, loss of other funding, filing of any litigation, or any other development that has or could have a material effect on its ability to carry out the purposes of the Grant.

### **2.5 Recordkeeping**

Grantee will maintain its books and records in a manner that will provide Clean Slate E3 with sufficient detail to review Grantee's receipts and expenditures (including, without limitation, invoices, payment records, and cancelled checks) relating to the Grant. Grantee will make such records available for review by Clean Slate E3 upon reasonable notice during the Grant Period and for four years after the termination or expiration of this Agreement.

### **2.6 Observation by Client**

Clean Slate E3 may visit sites related to use of Grant funds and film, tape, photograph, interview, and otherwise document Grant-funded activities during normal business hours and with reasonable advance notice.

### **2.7 Project Information and Documentation**

Clean Slate E3 may collect, analyze, and share information about Grantee's Grant-funded activities to carry out communication and promotional activities, evaluate the effectiveness of Clean Slate E3's programs, or comply with external reporting obligations. Grantee will cooperate with Clean Slate E3 in these efforts by providing Clean Slate E3 with such information as Clean Slate E3 may reasonably request.

### **2.8 Confidentiality**

In working on the Project, Clean Slate E3 and Grantee may share confidential information with one another, including, without limitation, information about financial, funding, and other matters. Clean Slate E3 and Grantee will each use the other party's confidential information only in connection with activities under this Agreement and will keep this information confidential. Confidential information does not include information that is subject to customary exceptions under a non-disclosure agreement, such as information generally available to the public, information already known by the receiving party before entering into this Agreement, or information independently developed. All confidential information furnished under this Agreement is and will remain the property of the furnishing party.

### **2.9 Grantee Requirements**

- a) Explain the rationale behind Grantee's your program design, including why and how it will improve social, emotional, and academic outcomes for youth.
- b) Present a detailed outline of the program and how it focuses on the targeted areas identified above.
- c) Curriculum summaries, sample schedules, and related materials demonstrating the quality of the programming.
- d) Identity outreach and recruitment strategies (Recruitment is an essential component of this program and present outreach strategies upon award), being responsible for signing up program participants.
- e) Identify a target number of participants or estimated number of clients to be served.
- f) Provide information on location(s) and facilities; and, specifically, address a plan for transportation for youth, if needed.
- g) A list of key personnel involved with the program and their roles and responsibilities (Act 33/ 34 clearances must be presented and up-to-date).
- h) Description of anticipated program outcomes, including quantifiable measures.
- i) Program/ project timeline with anticipated start date, key benchmarks and end date (2026-2027 Academic school year).
- j) Instructional activities should be the priority of the schedule for the children and should encompass most of the student's time spent in the program and does not have to provide homework assistance.
- k) Afterschool programs are more likely to achieve desired youth outcomes if they use a deliberate

process to design, implement, and evaluate activities.

Grantee shall provide Clean Slate E3 with a schedule and description of all activities and programs prior to the beginning of the programming and must provide Clean Slate E3 with monthly and quarterly reports.

### **3. External Communication**

#### **3.1 Publicity by Grantee; Clean Slate E3 Acknowledgment**

If specified in Exhibit A, Grantee will acknowledge Clean Slate E3 in public communications as specified in Exhibit A. If Grantee otherwise wishes to use Clean Slate E3's name or logo, Grantee will obtain Clean Slate E3's written permission at least two weeks before using Clean Slate E3's name or logo. Grantee will promptly stop using Clean Slate E3's name or logo if requested by Clean Slate E3.

#### **3.2 Publicity by HACP**

Clean Slate E3 may (a) disclose information about the Grant, including Grantee's name, (b) use Grantee's logo, (c) use footage, photographs, and recordings it creates as contemplated by Section 2.6, and (d) link to Grantee's website, in all cases for archival, external communications, and other purposes as it determines in its sole discretion, without payment or prior review by Grantee. Such uses may include, without limitation, periodic public reports, press releases, website and social media, presentations and speeches, and tax returns.

#### **3.3 No Authority to Act**

Grantee will not hold itself out as an agent or representative of, permit its employees, agents, or representatives to speak or act on behalf of, or purport to speak or act on behalf of Clean Slate E3, including, without limitation, making statements that purport to be official positions of Clean Slate E3.

### **4. Other Agreements**

#### **4.1 Other Clean Slate E3 Grants and Projects**

Grantee acknowledges and agrees that Clean Slate E3 may in the past, present, or future make other grants or sponsor projects whose interests may be adverse to the interests of Grantee, including parties with whom Grantee competes for funding or has a current or potential programming relationship.

#### **4.2 No Other Funding Promised**

Except for disbursements as contemplated by Section 1, Clean Slate E3 has no obligation to provide any financial support to Grantee in any form, including, without limitation, making loans or additional grants, advancing cash, or covering direct expenses. Grantee acknowledges that Clean Slate E3 and its representatives have made no actual or implied promise of funding by Grantee beyond the Grant.

#### **4.3 Grantee Responsibility**

Grantee will have sole responsibility for the planning, management, and implementation of its own activities relating to the Grant and its other activities, including, without limitation: (a) managing its budget; (b) hiring, assigning, and managing employees; (c) paying expenses; and (d) performance of its contracts with vendors and other third parties. Clean Slate E3 will not assume any liability for the performance of these third-party contracts. Grantee acknowledges that the conduct of Grantee and its personnel or agents, if any, and any other legal obligations of Grantee, are the sole responsibility of Grantee.

#### **4.4 Independence**

Clean Slate E3 and Grantee are and will remain independent contracting parties. The arrangements contemplated by this Agreement do not create a partnership, joint venture, employment, fiduciary, or similar relationship for any purpose. Neither Clean Slate E3 nor Grantee has the power or authority to bind or obligate the other to a third party or commitment in any manner. Any use of the term "partner" or comparable term in any communication is solely for convenience.

#### **4.5 Compliance with Law; Anti-Terrorism**

Grantee will not: (a) engage in illegal activities; or (b) provide resources or support to, receive resources or support from, or associate in any way with any individual or entity that engages in drug trafficking or activities of terrorism. Contractor shall comply with all Federal, State and Local laws, regulations ordinances and codes relating to the operation and activities of Authority and all Services performed pursuant to this Agreement, including, but not limited to completing the following items which shall be attached as exhibits:

- (a) Non-Debarment Certificate (Exhibit C)

- (b) Certification re: Lobbying (Exhibit D)
- (c) Disclosure of lobbying activity (Exhibit E)
- (d) Conflict of Interest (Exhibit F)

## **5. Indemnification and Insurance**

### **5.1 Indemnification**

Grantee will defend, indemnify, and hold harmless Clean Slate E3 and its directors, officers, employees, agents, and assigns against all claims, liabilities, losses, damages, and

expenses, including, without limitation, attorneys' fees, which arise directly or indirectly from Grantee's performance under or breach of this Agreement.

### **5.2 Insurance**

Clean Slate E3's property, casualty, liability, health, workers compensation, and other insurance does not cover Grantee, Grantee's property, or Grantee's activities. Clean Slate E3 does not and will not obtain or provide insurance coverage of any kind to Grantee.

## **6. Termination**

### **6.1 Suspension or Termination**

Clean Slate E3 may modify, suspend, or discontinue any payment of the Grant or terminate this Agreement if: (a) Grantee fails to comply with any term or condition of this Agreement; (b) Clean Slate E3 is not reasonably satisfied with Grantee's progress; (c) Grantee has not used Grant funds for their intended purpose or has used Grant funds inconsistently with the terms of this Agreement; (d) Clean Slate E3 determines that the Project for which the Grant was made cannot be accomplished; (e) there occurs turnover or other material changes in Grantee's senior management team; or (f) there is a change in Grantee's tax status. Any action, including termination, under this Section 6.1, will be effective five days after Clean Slate E3 delivers written notice to that effect to Grantee.

### **6.2 Immediate Termination**

Clean Slate E3 may immediately terminate this Agreement if Clean Slate E3 determines, in good faith, that: (a) Grantee's conduct or the nature of the activities funded by the Grant could adversely affect Clean Slate E3's tax status; or (b) circumstances have changed such that Clean Slate E3 reasonably determines that a continued association with Grantee could damage Clean Slate E3's reputation or be inconsistent with Clean Slate E3's values. Such a termination will be effective upon delivery by Clean Slate E3 to Grantee of a notice to that effect.

### **6.3 Repayment upon Termination; Other Effects of Termination**

Upon termination of this Agreement, Grantee will (a) repay to Clean Slate E3 any unused portion of the Grant funds, including any income earned from any investment of the Grant funds, within 30 days after delivery by Clean Slate E3 of written notice of termination as provided in this Section 6; and (b) promptly cease any use of Clean Slate E3 name or logo. In addition, Clean Slate E3 and Grantee will cooperate in transition activities and will use reasonable efforts to minimize interruption and any adverse impacts of the termination. Sections 1.5, 1.7, 2.5, 2.7, 2.8, 3, 4.4, 5.1, 6.3, and 7 will survive the expiration or termination of this Agreement.

## **7. General Provisions**

### **7.1 Entire Agreement**

This Agreement, together with Exhibit A and any other exhibits, expresses Clean Slate E3's and Grantee's final, complete, and exclusive agreement, and supersedes any and all prior or contemporaneous written and oral agreements, arrangements, negotiations, communications, course or dealing or understanding between Clean Slate E3 and Grantee relating to its subject matter. If there are any inconsistencies between Exhibit A and this Agreement, this Agreement will control.

### **7.2 Amendment**

This Agreement may be amended only as stated in and by a writing signed by both Clean Slate E3 and Grantee which recites that it is an amendment to this Agreement.

**7.3 Severability**

If any provision of this Agreement is held illegal, invalid, or unenforceable, all other provisions of this Agreement will nevertheless be effective, and the illegal, invalid, or unenforceable provision will be considered modified such that it is valid to the maximum extent permitted by law.

**7.4 Waiver**

Any waiver of the provisions of this Agreement must be in writing and signed by the party granting the waiver. Waiver of any breach or provision of this Agreement will not be considered a waiver of any later breach or of the right to enforce any provision of this Agreement.

**7.5 Assignment**

Grantee may not transfer the Grant to anyone else or assign his, her, their, or its rights or delegate duties under this Agreement to anyone else without the prior written consent of Clean Slate E3.

**7.6 Third-Party Beneficiaries**

Except as provided in Section 5.1, this Agreement is for the exclusive benefit of Grantee and Clean Slate E3 and not for the benefit of any third-party, including, without limitation, any employee, affiliate, contractor, or vendor of Grantee or Clean Slate E3.

**7.7 Notices**

Notices, approvals, and consents under this Agreement must be in writing and delivered to Clean Slate E3 and Grantee by mail, courier, fax, or email to the contact person identified in Exhibit A.

**7.8 Governing Law; Jurisdiction**

This Agreement is governed by Pennsylvania law. Clean Slate E3 and Grantee consent to the exclusive jurisdiction of the state and federal courts for Allegheny County, Pennsylvania.

**7.9 Counterparts**

This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument. Transmission by fax or PDF of executed counterparts will constitute effective delivery.

**7.10 Minority/Women Participation.** Grantee shall use its best efforts to ensure that minority-owned businesses and women's business enterprises shall have the maximum opportunity to participate in the performance of contracts and subcontracts financed, in whole or in part, with federal funds provided under this contract. In this regard, Grantee shall take all necessary steps in accordance with 2 CFR Part 200/24 CFR 85.36(e), to ensure that minority owned businesses and women's business enterprises have the maximum opportunity to compete for and perform contracts. Grantee shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts assisted by the U.S. Department of Housing and Urban Development.

Failure of Grantee to carry out the requirements set forth in 2 CFR Part 200/24 CFR 85.36(e) shall constitute a breach of contract and, after notification from the U.S. Department of Housing and Urban Development or Authority, may result in termination of this contract or such other remedy as is deemed appropriate.

For the purpose hereof, a minority-owned business shall mean sole proprietorship, partnership or corporation-owned, operated and controlled by minority group members who have at least 51% ownership. The minority group members must have operational control and interest in capital and earnings commensurate with their respective percentage of ownership. Furthermore, to qualify as a minority-owned business, the business must be certified as an MBE by either the City of Pittsburgh, Allegheny County, Commonwealth of Pennsylvania or some other governmental entity whose certification is acceptable to Clean Slate E3. Minority group members include, but are not limited to, African-Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans and Hasidic Jewish Americans.

A women's business enterprise is defined as a sole proprietorship, partnership or corporation owned, operated and controlled by women who have at least 51% ownership. Women must have operational control and interest in capital and earnings commensurate with their respective percentage ownership. Furthermore, to qualify as a women's business enterprise, the business must be certified as a WBE by either the City of Pittsburgh, Allegheny County, Commonwealth of Pennsylvania or some other governmental entity whose certification is acceptable to Clean Slate E3.

In the event of a Grantee's failure to comply with the equal employment opportunity and affirmative action provisions, including the affirmative action undertaking outlined in its proposal, or with any of the rules, regulations or orders referenced within this contract, Clean Slate E3, at its discretion, may exercise any one or more of the following rights and remedies: i. cancel, terminate or suspend the contract in whole or in part ii. recover from the Grantee, by set off against the unpaid portion of the contract, as liquidated damages and not as a penalty, an agreed upon sum for each day that the contractor fails to comply with the contract, the sum being fixed and agreed upon by and between contractor and Clean Slate E3 because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages which Clean Slate E3 would sustain in the event of such a breach iii. such other rights and remedies (which are cumulative and not exclusive) available under applicable law on in equity.

#### **7.11 Copyright.**

No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. Clean Slate E3' shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, or other materials and documentation prepared by Grantee under this Agreement.

#### **7.12 Return of Authority Property.**

Promptly after termination of this Agreement, Grantee shall return and shall cause its employees to return to Clean Slate E3 all property of the Clean Slate E3 then in Grantee's possession, including without limitation papers, documents, records, files, computer disks and confidential information, and shall neither make nor retain copies of the same. Clean Slate E3 s obligation to make final payment to Grantor following termination shall be contingent upon Grantee's compliance with this paragraph.

This Agreement was signed by Grantee and Clean Slate E3 as of the date stated in its first paragraph.

**Clean Slate E3, the nonprofit affiliate of Housing Authority [NAME OF GRANTEE]  
City of Pittsburgh**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_  
*(if Grantee is entity)*

## Exhibit A

### Grant

<b>Grant amount</b>	Not to Exceed \$ _____
<b>Payment schedule</b>	Attachment K, Fee Sheet of RFP #E3-2026-01 to be incorporated here. Submit invoice to Clean Slate E3 by the 15 <sup>th</sup> business day of each month.

### Use of Grant

<b>Grant purpose</b>	<p>Purpose: Clean Slate E3 has established a preferred program structure for OST services that would encompass:</p> <ol style="list-style-type: none"> <li>1. Enrichment programs that focus on challenging youth to build and advance already-learned skills that go beyond academic interests. These activities use curriculum and material created for the program with a combination of assistance, which may include youth leadership, community services, violence prevention, emotional learning activity, or audio/visual and performing arts.</li> <li>2. Afterschool Programs that are high-performing youth development organizations serving youth. Organizations applying must demonstrate (1) experience managing an afterschool program, (2) ability to implement evidence-based practices, create baseline assessments and utilize metrics to show program performance to show positive youth development from start to finish, (3) offer enrichment and recreation opportunities, (4) collaborate with other public and private entities, (5) incorporate parental and family involvement, and (6) provide appropriate training for staff and volunteers.</li> </ol> <p>Clean Slate E3 has identified the following communities for provision of services to residents of Arlington Heights, Allegheny Dwellings, Bedford Dwellings, Glen Hazel Heights, Homewood North, Northview Heights, Manchester, Scattered Sites North and South, and HCV (formerly Section 8) resident youth living in and/or around these communities.</p> <p>Programs to begin May 15<sup>th</sup>, 2026.</p> <p>Outcome: Clean Slate E3 is requesting quantifiable outcomes through reporting at the end of the school year (June 2027).</p>
<b>Grant period</b>	6/15/26 to 6/14/27

### Reporting

<b>Timing</b>	Monthly reporting is due by the 5 <sup>th</sup> business day of each month. Quarterly reporting is due with the monthly reporting.
<b>Content</b>	Sample monthly and quarterly reports will be shared with provider.

### External Communication

<b>Grant acknowledgement by Grantee (if applicable)</b>	
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**Clean Slate E3 Contact Information**

<b>Clean Slate E3 address</b>	412 Boulevard of the Allies, 7 <sup>th</sup> Floor, Pittsburgh, PA 15219
<b>Clean Slate E3 contact person</b>	Name: Susan Lofaro Title: Clean Slate E3 Program Manager E-mail: cleanslatee3@gmail.com Telephone: 412-899-6739

**Grantee Contact Information**

<b>Grantee address</b>	
<b>Grantee contact person</b>	Name: Title: E-mail: Telephone:

**EXHIBIT B**  
**FEE SCHEDULE**

Contractor will be paid based on the following:

*Attachment K, Fee Sheet of RFP #E3-2026-01 to be incorporated here.*

**EXHIBIT C - CERTIFICATION OF PROPOSER**

REGARDING DEBARMENT SUSPENSION AND OTHER RESPONSIBILITY MATTERS

(Proposer) \_\_\_\_\_ certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three year period preceding this bid been convicted of or had civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or Local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, thief, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (2) of this certification: and
4. Have not within a three year period preceding this bid had one or more public transaction (Federal, State or Local) terminated for cause or default.

If the Proposer is unable to certify to any of the statements in this certification, the Proposer shall attach an explanation to this certification.

(Proposer) \_\_\_\_\_ CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

\_\_\_\_\_  
Signature and Title of Authorized Official

**EXHIBIT D - CERTIFICATION REGARDING LOBBYING**

I, \_\_\_\_\_,  
Hereby Certify on (Name and Title of Authorized Official)

Behalf of \_\_\_\_\_ that  
(Subcontractor)

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency. A Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with 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.
- (2) If any funds other than 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 in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL “ Disclosure Form to Report Lobbying”, in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
Signature and Title of Authorized Official

**EXHIBIT E - DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Public Reporting Burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, researching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Please do not return your completed form to the Office of Management and Budget sent it to the address provided by the sponsoring agency.

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract  <input type="checkbox"/> b. grant  <input type="checkbox"/> c. cooperative agreement  <input type="checkbox"/> d. loan  <input type="checkbox"/> e. loan guarantee  <input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application  <input type="checkbox"/> b. initial award  <input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial filing  <input type="checkbox"/> b. material change                  For Material Change Only                  year _____ quarter _____                  date of last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:</p> <p>Congressional District, if known:</p>		<p>5. If reporting entity in No. 4 if Subawardee, enter name and address of Prime.</p> <p>Congressional District, if known:</p>
<p>6. Federal Department/Agency:</p>	<p>6. Federal Program Name/Description:</p> <p>CFDA Number, if applicable:</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p>\$ _____</p>	
<p>10a. Name and Address of Lobbying Registrant (If individual, last name, first name, MI):</p>	<p>b. Individuals performing services (Include address if different from No. 10a) (last name, first name, MI):</p>	
<p>I. Information requested through this form is authorized by Sec 319, Pub L. 101-121, 103 Stat. 750, as amended by Sec. 10: Pub. L. 104-65, Stat 700 (31 U.S.C. 1352). This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the above when this transaction was made entered into. This disclosure is required pursuant to 31 U.S.A.C. 1352. This information will be reported to the Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>		<p>Signature _____                  Print Name _____                  Title: _____                  Telephone No.: _____                  Date: _____</p>

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Standard Form LLL (1/96)

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Standard Form LLL (1/96)

## INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBY ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment of any lobby entity 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information in the space on the form is inadequate. Complete all items that apply for both the initial filing and material change reports. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobby activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or a subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is in the 1<sup>st</sup> tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFOA) number for grants, cooperation agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant or loan award number, the application/proposal control number assigned by the Federal agency. Include prefixes e.g. RFP-DE-90-00).
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual (s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual or will be made 9planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box (es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box (es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date (s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal Official (s) or employee (s) contacted of the officer (s) employee (s) or Member (s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet (s) is attached.
16. The certifying individual shall sign and date the form, print his/her name, title, and telephone number.

<p>Public reporting burden for this collection of information is estimated to average 30 minutes per response. Including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other respect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-004-5), Washington, D.C. 20503.</p>
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**EXHIBIT F - CONFLICTS OF INTEREST**

\_\_\_\_\_ ("Contractor") certifies  
that:

1. No employee, officer, or agent of Clean Slate E3 participated in the selection, or in the award or administration of the Contractor's Agreement with Clean Slate E3, which would involve a conflict of interest, real or apparent. A conflict would arise when (i) a Clean Slate E3 employee, officer or agent, (ii) any member of his or her immediate family, (iii) his or her parents (iv) his or her business associates or (v) an organization that employs, or is about to employ, any of the foregoing, receives a payment from the Contractor or any affiliate thereof, or has a financial or other interest in the Contractor or the Contractor's Agreement with Clean Slate E3.
  
2. Contractor shall not enter into any contract, subcontract or agreement with any officer, agent or employee of Clean Slate E3 during his or her tenure nor for one year thereafter shall any officer, agent or employee of Clean Slate E3 have any interest, direct or indirect, in the Contract Agreement, including the proceeds thereof.

CONTRACTOR

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTACHMENT B**

**FORM HUD-5369-B**

**INSTRUCTIONS TO OFFERORS NON-CONSTRUCTION**

# 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:]

**ATTACHMENT C**

**GENERAL CONDITIONS FOR NONCONSTRUCTION CONTRACTS**

# General Conditions for Non-Construction Contracts

## Section I — (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

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

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

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

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

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

#### 1. Definitions

The following definitions are applicable to this contract:

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

#### 2. Changes

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

proposal submitted before final payment of the contract.

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

#### 3. Termination for Convenience and Default

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

#### 4. Examination and Retention of Contractor's Records

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

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

#### 8. Contract Termination; Debarment

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

#### 9. Assignment of Contract

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

#### 10. Certificate and Release

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

#### 11. Organizational Conflicts of Interest

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

#### 12. Inspection and Acceptance

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

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

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

### 13. Interest of Members of Congress

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

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

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

### 15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

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

(v) The prohibition does not apply as follows:

(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 employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. The

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

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

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

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

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

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

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

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

(h) The [contractor/seller] will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each 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 subcontractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such litigation to protect the interests of the United States.

## 17. Equal Opportunity for Workers with Disabilities

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

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

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

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

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

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

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

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

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

#### 18. Dissemination or Disclosure of Information

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

#### 19. Contractor's Status

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

#### 20. Other Contractors

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

#### 21. Liens

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

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

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

#### 23. Procurement of Recovered Materials

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

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

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

ATTACHMENT C.1

SUPPLEMENTAL GENERAL CONDITIONS

**SUPPLEMENTAL GENERAL CONDITIONS**

To the extent that there is a conflict between the terms of the General Conditions and the terms of the Supplemental General Conditions, the terms of the Supplemental General Conditions shall govern to the extent of such conflict.

**If HUD 5370 applies:**

Section 31(e) of the General Conditions shall be deleted in its entirety and replaced by the following:

31(e). Forum. The Contracting Officer’s decision shall be final unless, within thirty (30) days of receipt of the Contracting Officer’s decision, the Contractor files suit in a court of competent jurisdiction.

**If HUD 5370-EZ applies:**

Section 3(d) of the General Conditions shall be deleted in its entirety and replaced by the following:

3(d). Forum. The Contracting Officer’s decision shall be final unless, within thirty (30) days of receipt of the Contracting Officer’s decision, the Contractor files suit in a court of competent jurisdiction.

**If HUD 5370-C applies:**

Section 1 Item 7(d) of the General Conditions shall be deleted in its entirety and replaced by the following:

Section 1 Item 7(d). Forum. The Contracting Officer’s decision shall be final unless, within thirty (30) days of receipt of the Contracting Officer’s decision, the Contractor files suit in a court of competent jurisdiction.

**Clean Slate E3**

Date: \_\_\_\_\_ Signature: \_\_\_\_\_  
Chief Contracting Officer

=====

\_\_\_\_\_  
Vendor Name(Insert vendor company name above)

Date: \_\_\_\_\_ Signature: \_\_\_\_\_  
Title: \_\_\_\_\_

**ATTACHMENT D**

**FORM HUD-5369-A  
REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF  
BIDDERS**

**PUBLIC AND INDIAN HOUSING PROGRAMS**

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

**Representations, Certifications,  
and Other Statements of Bidders**  
**Public and Indian Housing Programs**

# 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)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

[insert full name of person(s) in the bidder'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)

**ATTACHMENT E - SPECIAL PARTICIPATION SUMMARY**

**I. SMALL BUSINESS PARTICIPATION**

Is the Offeror a Small Business as defined by the size and standards in 13 CFR 121?

Yes \_\_\_\_\_ No \_\_\_\_\_

**III. WOMEN-OWNED BUSINESS PARTICIPATION**

Is the Offeror classified as a Woman-Owned Business Enterprise as defined in Art. 2, Part C of HUD-5369-C

Yes \_\_\_\_\_ No \_\_\_\_\_

**II. MINORITY BUSINESS PARTICIPATION**

Is the Offeror classified as a Minority Business Enterprise as defined in Art. 2, Part C of HUD-5369-C?

Yes \_\_\_\_\_ No \_\_\_\_\_

If "No", are any Consultants classified as Women-Owned Business Enterprises?

Yes \_\_\_\_\_ No \_\_\_\_\_

If "No", are any Consultants classified as Minority Business enterprises?

Yes \_\_\_\_\_ No \_\_\_\_\_

If "Yes", please fill in the following chart:

If "Yes", please fill in the following chart:

Consulting Firm(s) (MBE)	\$ Value Contract	% of Fee

Consulting Firm(s) (WBE)	\$ Value Contract	% of Fee

**\*\*All MBE/WBE firms must be certified. In order for the MBE/WBE participation plan to be complete, copies of MBE/WBE certification must be included for all firms listed.**

ATTACHMENT G - Firm Demographics																	
		Male							Female								
	All employees	White American	African American	Hispanic American	Asia American	Hasidic Jew American	Other American Minority	Foreign	Total Males	White American	African American	Hispanic American	Asia American	Hasidic Jew American	Other American Minority	Foreign	Total # of American Minorities
<b>Partner</b>																	
<b>Associate</b>																	
<b>Professional</b>																	
<b>Secretarial</b>																	
<b>Clerical</b>																	
<b>Other</b>																	
<b>Total</b>																	

Explain all other American Minority: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Be certain that the numbers in this table are accurate and add up correctly.

ATTACHMENT H

Form <b>W-9</b> (Rev. March 2024) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer          Identification Number and Certification</b> Go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> for instructions and the latest information.	<b>Give form to the          requester. Do not          send to the IRS.</b>
--	---	--

Before you begin. For guidance related to the purpose of Form W-9, see Purpose of Form, below.

Print or type. See Specific Instructions on page 3.	1	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)
	2	Business name/disregarded entity name, if different from above.
	3a	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ <b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____
	4	Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ <input type="checkbox"/>
	5	Address (number, street, and apt. or suite no.). See instructions.
	6	City, state, and ZIP code
	7	List account number(s) here (optional)
		Requester's name and address (optional)

<b>Part I Taxpayer Identification Number (TIN)</b>	<b>Social security number</b>								
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later.  <b>Note:</b> If the account is in more than one name, see the instructions for line 1. See also <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%; height: 20px;"></td> <td style="width:25%; height: 20px;"></td> <td style="width:25%; height: 20px;"></td> <td style="width:25%; height: 20px;"></td> </tr> <tr> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td></td> <td></td> </tr> </table>					-	-		
-	-								
	<b>OR</b> <b>Employer identification number</b> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%; height: 20px;"></td> <td style="width:25%; height: 20px;"></td> <td style="width:25%; height: 20px;"></td> <td style="width:25%; height: 20px;"></td> </tr> <tr> <td style="text-align: center;">-</td> <td></td> <td></td> <td></td> </tr> </table>					-			
-									

<b>Part II Certification</b>
Under penalties of perjury, I certify that:
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.
<b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person	Date
------------------	--------------------------	------

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**What's New**

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

**Attachment I  
Sample M/WBE Commitment Letter**

<Date>

<Name Of MBE or WBE Contact Person>

<Name of MBE or WBE firm>

<Address>

<City>, <State> <Zip>

Re: <Name of HACP Project>

Dear <Name of Contact Person at MBE or WBE Firm>

<Name of Prime Bidder> has submitted a bid for the above referenced project to the Housing Authority City of Pittsburgh (HACP).

If we are the successful bidders and awarded the contract, <Name of Prime Bidder> intends to utilize <Name of proposed MBE or WBE firm> as follows:

Scope of Proposed Services: \_\_\_\_\_

Estimated Dollar Value: \_\_\_\_\_

Please call should you have any further questions. We thank you for your continuing interest.

Sincerely,

<Contact Person from Prime Bidder>

<Contact Person from MBE/WBE>

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Name)

**ATTACHMENT J**  
**Previous Related Experience - References**

The bidder shall list three (3) firms, governmental units, or persons for whom the bidder has previously performed work of the nature requested under this IFB. The bidder shall list as references all housing authorities, including HACP, for whom the bidder has previously performed work of the nature requested under this IFB. HACP reserves the right to contact such persons at any time prior to award and the bidder agrees that HACP may rely on information provided by such persons to determine the bidder's responsibility.

In addition to the references, all bidders will provide the last three jobs they performed, contact information from the job and all change orders related to the job and the reason for each.

**All bidders will provide information on the most recent HACP job to include all change order information and the reason for each. The most recent HACP job can be one of the 3 last jobs performed if that is the case.**

<i>Reference 1</i>			
<i>Project:</i>			
<i>Contact:</i>			
<i>Contact Telephone Number:</i>			
<i>Contract Amount:</i>			
<i>Change Orders/Addenda or Amendments to Contract</i>			
<i>Number</i>	<i>Total \$ Value per Change</i>	<i>Description of Change</i>	<i>Reason for Change</i>
1			
2			
3			
4			
5			
6			
7			

<i>Reference 2</i>			
<i>Project:</i>			
<i>Contact:</i>			
<i>Contact Telephone Number:</i>			
<i>Contract Amount:</i>			
<i>Change Orders/Addenda or Amendments to Contract</i>			
<i>Number</i>	<i>Total \$ Value per Change</i>	<i>Description of Change</i>	<i>Reason for Change</i>
1			
2			

3			
4			
5			
6			
7			

<i>Reference 3</i>			
<i>Project:</i>			
<i>Contact:</i>			
<i>Contact Telephone Number:</i>			
<i>Contract Amount:</i>			
<i>Change Orders/Addenda or Amendments to Contract</i>			
<i>Number</i>	<i>Total \$ Value per Change</i>	<i>Description of Change</i>	<i>Reason for Change</i>
1			
2			
3			
4			
5			
6			
7			

**Previous Related Experience – Last three (3) jobs**

In addition to the references, all bidders will provide the last three jobs they performed, contact information from the job and all change orders related to the job and the reason for each.

**All bidders will provide information on the most recent HACP job to include all change order information and the reason for each. The most recent HACP job can be one of the 3 last jobs performed if that is the case.**

<i>Reference 4</i>			
<i>Project:</i>			
<i>Contact:</i>			
<i>Contact Telephone Number:</i>			
<i>Contract Amount:</i>			
<i>Change Orders/Addenda or Amendments to Contract</i>			
<i>Number</i>	<i>Total \$ Value per Change</i>	<i>Description of Change</i>	<i>Reason for Change</i>
<i>1</i>			
<i>2</i>			
<i>3</i>			
<i>4</i>			
<i>5</i>			
<i>6</i>			
<i>7</i>			

<i>Reference 5</i>			
<i>Project:</i>			
<i>Contact:</i>			
<i>Contact Telephone Number:</i>			
<i>Contract Amount:</i>			
<i>Change Orders/Addenda or Amendments to Contract</i>			
<i>Number</i>	<i>Total \$ Value per Change</i>	<i>Description of Change</i>	<i>Reason for Change</i>
<i>1</i>			
<i>2</i>			
<i>3</i>			
<i>4</i>			
<i>5</i>			

6			
7			

<i>Reference 6</i>
<i>Project:</i>
<i>Contact:</i>
<i>Contact Telephone Number:</i>
<i>Contract Amount:</i>

<i>Change Orders/Addenda or Amendments to Contract</i>			
<i>Number</i>	<i>Total \$ Value per Change</i>	<i>Description of Change</i>	<i>Reason for Change</i>
1			
2			
3			
4			
5			
6			
7			

Previous Related Experience – HACP Project

All bidders will provide information on the most recent HACP job to include all change order information and the reason for each. The most recent HACP job can be one of the 3 last jobs performed if that is the case.

<i>Reference 7</i>			
<i>Project:</i>			
<i>Contact:</i>			
<i>Contact Telephone Number:</i>			
<i>Contract Amount:</i>			
<i>Change Orders/Addenda or Amendments to Contract</i>			
<i>Number</i>	<i>Total \$ Value per Change</i>	<i>Description of Change</i>	<i>Reason for Change</i>
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

**ATTACHMENT K**

**Out-of-School Time (OST) Programs**

**RFP #E3-2026-01**

**FEE SHEET**

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**PRICE IS TO BE LISTED PER THE FOLLOWING:**

Clean Slate E3 is entering their second year of OST Programs for Housing Authority of the City of Pittsburgh (HACP) youth. Year 1 of programming for the 2025-2026 OST school year averaged:

Estimated Youth	Cost
50	\$
54	\$
50	\$
20	\$

Total Bid amount: \_\_\_\_\_  
(Add Total for Initial Term, Extension Option 1, Extension Option 2)

Total Bid amount: \_\_\_\_\_  
(In Words)

Company Name (Printed): \_\_\_\_\_

Name (Printed): \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone/Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_

Signature: \_\_\_\_\_

**Attachment K**

**Out-of-School Time (OST) Programs  
RFP #E3-2026-01  
Budget Sheet**

**Budget:** Please use this template to submit your budget.

<b>2026-2027 Clean Slate E3 OST Budget Template</b>	
<b>Line Item</b>	<b>Budget</b>
Staff/Personnel	
Transportation	
Program Supplies & Equipment	
Community Marketing	
Family Engagement Activities & Events	
Admin Support	
Evaluation & Assessment Tools	
<b>Budget Total:</b>	