



ADDENDUM ONE

DATE: December 9, 2025

TO: All Respondents

FROM: Sheila Brown, Procurement/Contract Administrator

RE: **ADDENDUM #1 RFP Document**

MHA neglected to attach the hard copy of the RFP to the solicitation that was issued on the Housing Agency Marketplace. Please go to <https://ha.internationalprocurement.com/> for a copy of the RFP.

We are grateful for your interest in doing business with our Agency and we look forward to receiving a proposal from your firm.



**525 South Lawrence Street
Montgomery, Alabama 36104**

REQUEST FOR PROPOSALS (RFP) 2025-06

Section Eight Management Assessment Program (SEMAP) Indicator Auditing Services

DATE ISSUED: **Tuesday, December 9, 2025**

TYPE OF PROJECT: The Montgomery Housing Authority (“MHA”) seeks proposals from qualified individuals and/or firms to provide Section Eight Management Assessment Program (SEMAP) Indicator Auditing Services for the Housing Choice Voucher Program (HCV).

CONTACT PERSON: Sheila Brown, Procurement/Contract Administrator
sbrown@mhatoday.org

LAST DAY FOR QUESTIONS: **Tuesday, December 23, 2025, at 3:00 p.m. (CST)**

SUBMISSION DEADLINE: **Monday, January 5, 2026, at 3:00 p.m. (CST)**

SUBMISSION ADDRESS: Sheila Brown, Procurement/Contract Administrator
Montgomery Housing Authority
525 South Lawrence Street
Montgomery, Alabama 36104

Separate sealed proposals will be accepted at the MHA’s Procurement/Contract Office, 525 South Lawrence Street, Montgomery, Alabama 36104, until the date and time noted above. Proposals will be held in confidence and not released in any manner until after the contract has been awarded.

The responsibility for submitting a response to this RFP at the MHA on or before the stated time and date will be solely and strictly the responsibility of the respondent. The offeror shall wholly absorb all costs incurred in the preparation and presentation of the proposal.

Copies of this RFP are available by visiting MHA’s website at www.mhatoday.org, visiting the Housing Agency Marketplace at <https://ha.internationaleprocurement.com> , or can be requested in writing by emailing Sheila Brown at sbrown@mhatoday.org.

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GENERAL INFORMATION

Introduction

The Montgomery Housing Authority (MHA) was established in 1939, as a local control entity in Montgomery, Alabama, for the provision and administration of publicly funded affordable housing built as part of President Franklin D. Roosevelt's New Deal following the Great Depression. The Montgomery Housing Authority's currently has approximately 1,184 Public Housing (PH) units across multiple apartment complexes in the City of Montgomery, AL. The Montgomery Housing Authority (MHA) administers over 3,000 HCV vouchers in Autauga, Elmore, and Montgomery Counties. MHA also provides Project-Based rental assistance where the rental assistance is tied to a specific unit. In addition, MHA has several special purpose voucher programs including, Homeownership and Veterans Affairs Supportive Housing (VASH), Foster Youth Initiative, and Emergency Housing Vouchers.

Purpose

The Montgomery Housing Authority ("MHA") seeks proposals from qualified individuals and/or firms to conduct a compliance audit of the Housing Choice Voucher Program (HCV) in accordance with the Department of Housing and Urban Development's (HUD) 24 CFR 985.2 of the Section Eight Management Assessment Program (SEMAP) Indicators. MHA's HCV program currently consists of 3120 vouchers in the Montgomery, AL area.

Background

The Montgomery Housing Authority (MHA) is seeking respondents to provide proposals to conduct compliance audit of the Housing Choice Voucher Program (HCV). MHA's fiscal year starts April 1st and ends March 31st of the following year. MHA's previous SEMAP score was 93. The Awardee shall provide annual SEMAP audit services. MHA maintains both paper and electronic tenant files. MHA has previously within the last fiscal year contracted with Gilson Housing Partners and is now contracted with Nan McKay to provide QC HQS Inspection services. MHA's SEMAP Universe for a sample size greater than 35 for each indicator for FY 2022 is below and would remain the same for the current fiscal year:

Indicator 1-New Admission Universe: 1024
Indicator 2-Rent Reasonable Universe: 704
Indicator 3-Determination of Adjusted Income: 3263
Indicator 5-HQS Quality Control Inspections: 3071
Indicator 6-HQS Enforcement: 2205

The current vendor providing SEMAP Auditing Services is Allecca Consulting Services.

Method of Solicitation

MHA is soliciting competitive proposals from qualified lodging providers with a documented record of accomplishments providing the required services. The Request for Proposals (RFP) seeks to identify potential providers for the scope of services listed herein.

Obtain Copies of this Solicitation.

Single copies of the RFP package may be obtained, at no cost by:

1. Visiting the MHA's website at: www.mhatoday.org
2. Downloading at the Housing Agency Marketplace (E-procurement) at <https://ha.internationaleprocurement.com>
3. Requesting via email to sbrown@mhatoday.org

4. Copies may also be picked up in person at:

Montgomery Housing Authority
Procurement/Contract Office
525 South Lawrence Street
Montgomery, Alabama 36104

PART I - SCOPE OF SERVICES

The Montgomery Housing Authority, MHA, seeks Respondents to conduct a compliance audit of the Housing Choice Voucher Program (HCV). MHA's HCV program currently consists of 3120 vouchers in the Montgomery, Alabama area. The Respondents shall audit client files and perform an on-site fiscal review of MHA's HCV program in accordance with 24 CFR 985.2 of Section 8 Management Assessment Program (SEMAP) Indicators.

- A. The Respondents shall conduct an on-site fiscal audit of MHA's SEMAP performance under the Housing Choice Voucher Program, pursuant to all applicable regulatory requirements contained in 24 CFR 985 and prepare a written report of the findings that also contain specific recommendations for program improvement.
- B. The Respondents shall select, at random, from the MHA provided universe of active and move-out participants in accordance with Quality Control Standards for each SEMAP indicator according to 24 CFR Part 985. The Respondent shall ensure and document the following:
 - a. Files are present and accounted for electronically and physically in the approved case management system.
 - b. Samples are selected in accordance with SEMAP approved methodology for MHA.
 - c. New Admissions were placed on the waiting list and selected from it in accordance with sections of MHA's Administrative Plan that addresses the application process and the waiting list.
 - d. The current annual recertification was completed on time, and all supporting documentation is in the electronic and paper file, as appropriate.
 - e. All family members are listed on the corresponding family report (form HUD- 50058).
 - f. Correct voucher size was distributed.
 - g. Accurate Payment Standard was applied.
 - h. Current Utility Allowance are applied, and correct utility schedule used, as documented in the file.
 - i. Rent Reasonableness analysis has been performed and rent is reasonable.
 - j. All income, assets, expenses, allowances, and/or deductions are verified and calculated correctly in the appropriate schedule of the client file.
 - k. Correct calculation of income, adjusted income, Total Tenant Portion (TTP), Housing Assistance Payments (HAP), Utility Housing Assistance Payment (UHAP), etc. as recorded in the occupancy table of client electronic record.
 - l. HAP and UHAP payments are accurate (individuals receiving payments are eligible and the amounts are correct).
 - m. MHA electronic and/or paper file organization are recorded under appropriate tabs.

- C. The Respondent shall include a review of MHA's contracted HCV inspection company to assess for any risk factors.
- D. The Respondent shall provide recommendations for any needed procedural or administrative changes to minimize any risk the program may undertake.

PART II – INSTRUCTIONS FOR SUBMITTING PROPOSALS

2.1 Submission of Proposals

Respondents should submit **one (1) original, one (1) hard copy and one (1) electronic device (flash drive) copy** of their proposal. The mailed original submission shall be dated and signed by an authorized official of the company. Hard copy proposals must be submitted in a **sealed envelope** that shows the company's name and address, and **clearly** written on the outside of the sealed envelope must be the words **"SEMAP Indicator Auditing Services (RFP 2025-06) – Monday, January 5, 2026, at 3:00 p.m. (CST)"**. **The electronic device must be labeled with the RFP number 'RFP 2025-06' and the company's name and must be enclosed in the sealed envelope with the hard copies.** The electronic device proposal must contain the same information as required with the original submissions and must be complied as a single document. **Emailed submission will not be accepted.**

Respondents may also submit their **proposals electronically** versus submitting hard copies, by visiting the Housing Agency Marketplace (Eprocurement) <https://ha.internationaleprocurement.com>. Respondents are encouraged to register prior to submission deadline. It is recommended that the Respondent submits its proposal in sufficient time to ensure acceptance. The Respondent will receive notification of acceptance of submission to the Eprocurement marketplace. If the Respondent encounters any issues relating to the electronic submission, please contact the Eprocurement marketplace via their online "Customer Service" link. The Respondent must enter the pricing as indicated on the site in order for their submission to be accepted. **Emailed submissions will not be accepted.**

Proposals received after the deadline date and time **may be** determined unacceptable. Refer to form **HUD 5369-B, Section 6**, regarding late submissions and withdrawals.

All proposals must be submitted in accordance with the conditions and instructions provided herein and must remain open for acceptance for one hundred and eighty (180) days from the due date. Proposals should demonstrate detailed plans on how the Respondent intends to provide the required services in a manner that will result in the successful and timely completion of the service(s). In addition, the proposal should demonstrate the Respondent's capacity and readiness to perform the Scope of Services immediately upon execution of a contract with MHA. Finally, the proposal should include evidence of the Respondent's previous experience and qualifications, relative to the provision of such services.

2.2 Interpretation/Questions

During the period between issuance of this RFP and the proposal due date, no oral interpretation of the RFP's requirements will be given to any prospective respondent. Requests for interpretation must be made, in writing, by the questions due date and time as indicated on the coversheet (first page) of the RFP and sent to: Email: sbrown@mhatoday.org.

2.3 Addendum and Update Procedures for the RFP

During the period of advertisement for this RFP, MHA may wish to amend, add to, or delete from, the contents of this RFP. In such situations, MHA will issue an addendum to the RFP setting forth the nature of the modification(s). MHA will email (or send via regular postal mail or fax upon written request) any addenda to Respondents of this RFP solicitation. Interested parties may also view addenda on MHA's website www.mhatoday.org or at the Housing Agency Marketplace at <https://ha.internationaleprocurement.com>. It shall be the responsibility of each Respondent to ensure they have any/all additional addenda relative to this RFP.

2.4 Proposal Format

All proposals shall be submitted in 8 ½ x 11-inch format, preferably in three (3) ring binders. Larger size pages or inserts may be used, provided they fold into 8 ½ x 11 inches. Inserts shall not be stapled together. All copies of the submittal must be identical in content and organization. The format of the respondent's proposal should be structured the same as the format of the RFP. Proposals should be organized into sections and tabbed for ease of review. Respondents must provide a comprehensive Table of Contents at the front of the proposal. The proposal also must be organized in response to the Submission Requirements. The front cover of the proposal should bear the name and number of the RFP, the date, and the Respondent's name, address, phone number and email address. The electronic submission should be organized in the same manner as the hard copy as one document.

2.5 Submittal Forms

Provided, as a part of the proposal, all required certifications and HUD forms, MHA forms, licenses and proof of insurance. All forms that require a signature or initials must bear an original initial or signature.

2.6 Acceptance of Proposals

Proposals must be signed, sealed, and received in completed form at MHA, no later than the proposal closing date and time. Proposals submitted after the designated closing date and time could potentially not be accepted and could potentially be returned unopened to the originator.

MHA reserves the right to accept or reject any or all proposals, to take exception to these RFP specifications or to waive any formalities. Respondents may be excluded from further considerations for failure to comply with the specifications of this RFP.

MHA reserves the right to reject the proposal of Respondents, who have previously failed to perform properly or to complete on time, a contract of a similar nature. MHA also reserves the right to reject proposals of Respondents who habitually, without just cause, neglect the payment of bills or disregard their obligations to subcontractors, providers of materials, or employees.

2.7 Time for Reviewing Proposals

Proposals received prior to the closing date and time will be securely kept, unopened until the closing date and time. Proposals received after the closing date and time could potentially not be considered. MHA's Evaluation Committee, appointed by the Acting President/CEO, will evaluate all proposals properly received.

The Evaluation Committee will analyze proposals within the 180 days of the date and time due and make a recommendation for award of contract or not to award, to the MHA Acting President/CEO.

2.8 Withdrawal of Proposals

Proposals may be withdrawn by written notice received any time before the contract award. Proposals may be withdrawn in person by Respondent or its authorized representative if the identity of such representative is established and a signed receipt of the withdrawn proposal is received by MHA prior to the contract award.

2.9 Award of Contract

MHA reserves the right to make an award based solely on the proposals or to negotiate further with the Respondent(s). The Respondent(s) selected for the award will be chosen on the basis of an assessment of the greatest benefit to the MHA, not necessarily on the basis of lowest cost. MHA also reserves the right to negotiate and award any element of this RFP, make multiple awards, reject any or all proposals or waive any minor irregularities or technicalities in proposal received as in the best interest of MHA. Contract shall be awarded to the Respondent(s) submitting a proposal according to the evaluation criteria contained herein. MHA reserves the right to interview or receive demonstrations of products/services from one or more Respondent(s) whose submittals are evaluated above the acceptable **cumulative** 75 points as detailed in Section 4.1 Proposal Evaluation/Contract Award. The Respondent(s) to whom the award is made will be notified at the earliest practical date. Upon full execution of the contract, MHA expects awardee to immediately render services.

Contract Terms

MHA anticipates awarding an initial contract for a period of three (3) years, with two extension options, at MHA's discretion, for a total of five (5) years. Any extension must be agreed upon in writing between MHA and the awardee.

2.10 HUD Debarment and Suspension List

The Respondents and all subcontractors' names or businesses must not appear on the HUD's Debarment and Suspension list.

2.11 Certification of Legal Entity

Prior to execution of the contract agreement, the Respondent shall certify that joint ventures, partnerships, team agreements, new corporations, or other entities that either exist or will be formally structured are, or will be, legal and binding under the Alabama State Law and the City of Montgomery, Alabama.

2.12 Cost Borne by Respondent

All costs related to the preparation of this RFP and any related activities are the responsibility of the Respondent. MHA assumes no liability for any costs incurred by the Respondent throughout the entire selection process.

2.13 Best Available Data

All information contained in this RFP is the best data available to MHA at the time the RFP was prepared. The information given in the RFP is not intended as representation having binding legal effect. This information is furnished for the convenience of Respondents and MHA assumes no liability for any errors or omissions.

2.14 Contact with MHA Staff, Board Members and Residents

Beyond the above referenced written communications, Respondents and their representatives may not make any other form of contact with MHA staff, Board members, or residents. Any improper contact by or on behalf of Respondents may be grounds for disqualification.

2.15 Licenses and Insurance

The awarded lodging provider shall have and maintain all required licenses necessary to conduct business in the City of Montgomery and the State of Alabama. All licenses must be kept up to date for the duration of any ensuing contract. Copies of all licenses must be in the Procurement/Contract office prior to contract execution.

Prior to contract award and for the duration of the contract, the successful proposer will be required to provide proof of insurance (as outlined) and the MHA shall be named as an additional insured.

Professional Liability (and/or Errors & Omissions) Coverage	\$1,000,000 each occurrence
General Liability Coverage	\$1,000,000 each occurrence
Comprehensive Automobile Liability Coverage	\$1,000,000 each occurrence
Worker's Compensation with Statutory Limits of the State of AL	

2.16 Respondent Responsibilities

Each Respondent is presumed by MHA to have thoroughly studied this RFP and become familiar with the contents, locations, and nature of requests. Any failure to understand completely any aspect of this RFP is the responsibility of the Respondent.

2.17 No Claim Against MHA

The Respondent shall not obtain, by submitting a proposal in response to this RFP, any claim against MHA or MHA's property for reason of all or any part of any of the following: the selection process; the rejection of any or all offers; the acceptance of any offer; entering into any agreements or the failure to enter any agreements; any statement, representations, acts or omissions of MHA or any person or entity acting on its behalf; the exercise of any discretion set forth in or concerning any of the foregoing; and any other matters arising out of the foregoing.

PART III – SUBMISSION REQUIREMENTS

3.1 Tabbed Proposal Submittal

The Agency intends to retain the Contractor pursuant to a "Best Value" basis, not a "Low Bid" basis ("Best Value," in that the Agency will, as detailed within the following Section 4.2, consider factors other than cost in making the award decision). Therefore, so that the Agency can properly evaluate the offers received, all proposals submitted in response to this RFP must be formatted in accordance with the sequence noted within the table below. Each category must be separated by numbered index dividers, which number extends so that each tab can be located without opening the proposal and labeled with the corresponding tab reference also noted below. Inserts shall not be stapled together. None of the proposed services may conflict with any requirement the Agency has published herein or has issued by addendum.

RFP Section	Tab No.	Description
3.1.1	1	Form of Proposal. This 2-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal.
3.1.2	2	<i>Form HUD-5369-C Certifications and Representations of Offers Non-Construction, Form HUD SF-LLL Disclosure of Lobbying Activities, Form HUD 50071 Certification of Payments to Influence Federal Transactions, Form HUD 50070 Certification for a Drug-Free Workplace, Form HUD 2530 Previous Participation</i>

		Certification, and Non-Collusive Form. These forms must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal, where applicable.
3.1.3	3	Profile of Firm Form. This 2-page Form must be fully completed, executed, and submitted under this tab as a part of the proposal submittal.
3.1.4	4	Proposed Services. Respondent shall place under this tab documentation further explaining the firm's services and showing how the firm intends to fulfill the requirements of the Scope of Work listed herein, including, but not limited to:
3.1.4.1		The proposer's DEMONSTRATED UNDERSTANDING of the AGENCY'S REQUIREMENTS and REQUESTED SERVICES .
3.1.4.2		APPROPRIATE TECHNICAL APPROACH and the QUALITY of the SERVICES PROPOSED . Provide a detailed narrative and/ or work plan that demonstrates the approach or how the Respondent will engage with MHA staff. Outline its anticipated approach/engagement for each element of work identified in the Scope of Services. The outlined approach/engagement should be consistent with the objectives and requirements set forth in the RFP and should address how services will be immediately provided upon execution of a contract. Include proposed processes for ensuring effective coordination, as well as procedures for reporting and disseminating information.
3.1.4.3		TECHNICAL CAPABILITIES (in terms of personnel) and the MANAGEMENT PLAN (including the ability to provide the services detailed herein) Describe professional competence and experience providing SEMAP Indicator Auditing services. Perform on-site and remote fiscal reviews. Versed in HUD regulatory requirements contained in 24 CFR 985 and any other regulatory requirements pertaining to this project. Prepare a written report of any findings and provide recommendations for program improvement. Describe knowledge and execution of required services, etc. Include resumes of key staff identified as responsible for performing the work under a contract with MHA.
3.1.4.4		The proposer's DEMONSTRATED EXPERIENCE in performing similar work and DEMONSTRATED SUCCESSFUL PAST PERFORMANCE . Identify similar or related work performed for public housing authorities or other companies that has been completed to date or is currently active. Include projects completed or currently underway by the responding entity and/or each major participant in the proposal. Identify experience in performing work for public housing authorities or other companies, by the Respondent and/or its participants. Demonstrate ability to produce reports that are well regarded in the industry in terms of content, timeliness, and responsiveness. Demonstrate, through written explanation, the Respondent's familiarity with HUD, Federal, State, and local laws, regulations, and codes that the Respondent believes may be pertinent or applicable to this project.
3.1.4.5		If appropriate, how staff are retained, screened, trained, and monitored.
3.1.4.6		Approach to QUALITY CONTROL
3.1.4.7		An explanation and copies of forms that will be used and reports that will be submitted and the method of such reports (i.e. written; fax; Internet; etc.).
3.1.4.8		A complete description of the products and services the firm provides.
3.1.4.9		Proposed Engagement Letter/Executive Summary. A copy of the proposer's proposed engagement letter/executive summary. Please note that the Agency WILL NOT accept this engagement letter as the eventual contract but will consider including the proposed engagement letter as an appendix to the eventual contract that is

		executed. The Agency retains the right to (and most likely will) require certain revisions to the engagement letter, especially of proposed terms that either, in the Agency's opinion, conflict with the terms listed within the contract.
3.1.5	5	Managerial Capacity/Financial Viability/Staffing Plan. The proposer's entity must submit under this tab a concise description of its managerial and financial capacity to deliver the proposed services, including brief professional resumes for the persons identified within areas (1) and (4) of the Profile of Firm Form . Such information shall include the proposer's qualifications to provide the services; a description of the background and current organization of the firm (including a current organizational chart). Include in the chart all key personnel, specialists, and consultants, who will be assigned work under a contract potentially resulting from this RFP. Identify all individuals who will be devoted to the project on a full-time basis or part time basis (up to 50% of time allocated to project), including those who will be full time only for specific components of the project, as well as those filling a continuing position throughout the project. Provide detailed resumes for each, highlighting the experience that qualifies them for the position they will fill.
3.1.6	6	Client Information. The proposer shall submit a listing of former or current clients, including any other Public Housing Authority, for whom the proposer has performed similar or like services to those being proposed herein. The listing shall, at a minimum, include:
3.1.6.1		The client's name;
3.1.6.2		The client's contact name;
3.1.6.3		The client's telephone number and email address;
3.1.6.4		A brief description and scope of the service(s) and the dates the services were provided inclusive of duration of projects or projected completion date of current/active projects and dollar value of contracted services.
3.1.7	7	Equal Employment Opportunity/Supplier Diversity. The proposer must submit under this tab a copy of its Equal Opportunity Employment Policy and a complete description of the positive steps it will take to ensure supplier diversity (e.g., small, minority, and women-owned businesses).
3.1.8	8	Subcontractor/Joint Venture Information. The proposer shall identify hereunder whether or not he/she intends to use any subcontractors for this job, if awarded, and/or if the proposal is a joint venture with another firm. Please remember that all information required from the proposer under the preceding tabs must also be included for any major subcontractors (10% or more) or from any joint venture. If the Respondent is a joint venture, or another entity formed solely for responding to this RFP, provide evidence of prior successful collaborations. Proposer will submit under Tab 3 a Profile of Firm form for each subcontractor/joint venture that he/she intends on utilizing.
3.1.9	9	Section 3, Not applicable
3.1.10	10	Other Information. The proposer may also include hereunder any other general information that the proposer believes is appropriate to assist the Agency in its evaluation.
3.1.11		No Information Placed under a Tab. If no information is to be placed under any of the above noted tabs, please place there under a statement such as "NO INFORMATION IS BEING PLACED UNDER THIS TAB" or "THIS TAB LEFT INTENTIONALLY BLANK." <u>DO NOT</u> eliminate any of the tabs.

3.1.12	Proposal Submittal Binding Method. It is preferable and recommended that the proposer bind the proposal submittals in such a manner that the Agency can, if needed, remove the binding (i.e., “comb-type;” etc.) or remove the pages from the cover (i.e., 3-ring binder; etc.) to make copies, and then conveniently return the proposal submittal to its original condition.
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3.2 Proposal Pricing/Cost

Respondents shall provide a firm annual total cost along with a detailed itemized breakdown of hourly cost of the total cost. Hourly cost should include title of position for that rate. Anticipated travel cost must be included and clearly identified, if applicable. This information shall be placed under **Tab 4 Proposed Services and on the respondent’s company letterhead. Respondent shall include the “Cost Proposal Form” form located on page 14 of this RFP under this tab.**

If submitting a proposal electronically through the **E-Procurement** platform, the Respondent must enter an amount for each item, no item can be left blank.

3.3 Required Certifications/Forms

Each proposal shall contain an executed copy, if applicable, of the following HUD and MHA forms, which are attached herein. If a form does not apply, please state ‘not applicable’ and include in the proposal submission:

	Form of Proposal
	Profile of Firm Form
	Non-Collusive Form
Form HUD-5369-B	Instructions to Offerors – Non-Construction
Form HUD 5369-C	Certifications and Representations of Offerors – Non-Construction Contract
Form HUD SF-LLL	Disclosure of Lobbying Activities
Form HUD 50071	Certification of Payments to Influence Federal Transactions
Form HUD 50070	Certification for a Drug-Free Workplace
Form HUD 2530	Previous Participation Certification

PART V – PROCUREMENT PROCESS

4.1 Proposal Evaluation/Contract Award

Proposals received in response to this solicitation will be evaluated using the following evaluation process.

- a. The evaluation process will be used to determine the firms that will comprise the short list, from which final selection for contract award will ultimately be made.
 - (1) During the evaluation process, technical proposals will be evaluated and scored by an Evaluation Committee comprised of a minimum of 3 members.
 - (2) Each member of the Evaluation Committee will score each proposal.
 - (3) Scoring will be based on predetermined Evaluation Criteria. The available points associated with each area of consideration are shown below in Item 4.2 and 4.3.

- (4) The results of the evaluation, of both technical and cost proposals, will be used to determine those proposals to be considered in the competitive range.
 - (5) Proposals will be considered acceptable if they have a minimum **cumulative** score of 75 points and above.
 - (6) The Authority may require that proposers, whose submittals are above the minimum **cumulative** score of **75 points**, be interviewed by the Authority's Evaluation Committee if deemed necessary. The respondent should be prepared to field questions concerning their qualifications and/or the required services to the Authority's Evaluation Committee. The Authority reserves the right to have one or more respondent(s) subject to an interview.
 - (7) Cost proposals will be considered acceptable if the proposed cost is clearly not excessive compared to the proposed costs of other Respondents with acceptable technical proposals.
 - (8) Respondents with acceptable technical and cost proposals may be requested to supply additional information to assist in completing the due diligence review. Failure to satisfactorily complete the due diligence review within the timeframe established by MHA will result in disqualification of Respondents proposals.
- b. Scoring will be based upon how well the proposal meets the criteria established in this RFP.
 - c. MHA reserves the right to make no award or decline to enter negotiations should it believe that no Respondent to this RFP would be capable of delivering the necessary level of service within an acceptable price range and/or the time period.
 - d. The Evaluation Committee will evaluate the merits of proposals received in accordance with the evaluation criteria stated in the RFP and formulate a recommendation. However, while a numerical rating system may be used to assist the Evaluation Committee in selecting the competitive range (if necessary) and making an award recommendation decision, the award decision is ultimately a business decision that will reflect an integrated assessment of the relative merits of the proposal using the criteria and their relative weights disclosed in the RFP.

4.2 Evaluation Criteria

a. Organizational Capacity/Staffing and Qualifications:

30 Points

- (1) Respondent's organizational capacity will be evaluated through an assessment of the Respondent's staff, specialists', and consultants' experience and qualifications. In addition, the Respondent's ability to perform the work in a timely manner will be evaluated through a review of previous performance on similar projects, as well as current and projected capacity and workload.
- (2) Additional consideration will be given to those Respondents having staff with the greatest amount of experience in performing work as required herein, and who can demonstrate sufficient capacity to perform the work timely, given current and projected workload

b. Relevant Experience and Past Performance:

25 Points

- (1) Relevant experience and past performance will be evaluated through an assessment of previous similarly related projects completed to date.
- (2) Additional consideration will be given to those Respondents, who demonstrate, a documented track record of successfully completing projects of the same type required by this RFP.
- (3) Additional consideration will be given to those Respondents demonstrating previous experience coordinating projects of this type with internal and external entities.
- (4) Additional consideration will also be given to those Respondents who exhibit a successful track record of performing similar services for public housing authorities.

c. Respondent's Approach/Engagement Related to the Scope of Service: 25 Points

- (1) The Respondent's approach and response to the Scope of Service will be evaluated through an assessment of the proposed approach for each element of work identified in the Scope of Service.
- (2) Additional consideration will be given to those Respondents, who demonstrate through their submittal, a clear and prudent plan for performing the required work within the established timeframe, as applicable.

d. Proposal Pricing and Fees: 20 Points

- (1) Proposal cost will be evaluated through a careful analysis of cost compared to the other Respondents proposals and fair market rates for such services.

4.3 Summary of Evaluation Criteria

Evaluation Criteria Points

Technical and Cost:

Organizational Capacity/Staffing and Qualifications	30 Points
Relevant Experience and Past Performance	25 Points
Respondent's Approach/Engagement Related to the Scope of Service	25 Points
Proposal Pricing and Fees	20 Points
Total	100 Points



525 South Lawrence Street
Montgomery, Alabama 36104

REQUEST FOR PROPOSALS (RFP) 2025-06

Section Eight Management Assessment Program (SEMAP) Indicator Auditing Services

COST PROPOSAL FORM

TYPE OF PROJECT: The Montgomery Housing Authority ("MHA") seeks proposals from qualified individuals and/or firms to provide Section Eight Management Assessment Program (SEMAP) Indicator Auditing Services for the Housing Choice Voucher Program (HCV).

DATE ISSUED: Tuesday, December 9, 2025

CONTACT PERSON: Sheila Brown, Procurement/Contract Administrator
sbrown@mhatoday.org

LAST DAY FOR QUESTIONS: Tuesday, December 23, 2025, at 3:00 p.m. (CST)

SUBMISSION DEADLINE: Monday, January 5, 2026, at 3:00 p.m. (CST)

FILL IN BELOW AND SIGN. PRICES ARE GUARANTEED FOR A MINIMUM OF 180 DAYS FROM PROPOSAL DEADLINE DATE.

COMPANY NAME:

CONTACT:

Signature

Printed Name

Title

ADDRESS:

Street / POB

City

State

ZIP

PHONE: _____ FAX: _____ EMAIL: _____

Date Signed: _____

FORM OF PROPOSAL

(This Form must be fully completed and placed under Tab No. 1 of the "hard copy" tabbed proposal submittal.)

(1) Instructions. Unless otherwise specifically required, the items listed below must be completed and included in the proposal submittal. Please complete this form by marking an "X," where provided, to verify that the referenced completed form or information has been included within the "hard copy" proposal submittal submitted by the proposer. Also, complete all the statements and certifications listed following herein:

[Table No. 1]

"X" = Item Included	Tab No.	Submittal Item (one original signature copy of each document)
	1	Form of Proposal
	2	Form HUD-5369-C and other required forms
	3	Profile of Firm Form
	4	Proposed Services
	5	Managerial Capacity/Financial Viability/Staffing Plan
	6	Client Information
	7	Equal Employment Opportunity/Supplier Diversity
	8	Subcontractor/Joint Venture Information
	9	Section 3 Plan, not applicable
	10	Other Information

(2) Debarred Statement. Has this firm, or any principal(s) thereto, ever been debarred from providing any services by the Federal Government, any state government, the State of Alabama, or any local government agency within or without the State of Alabama?

Yes ☐ No ☐ If "Yes," please attach a full detailed explanation, including dates, circumstances, and current status.

(3) Disclosure Statement. Does this firm or any principals thereof have any current, past personal or professional relationship with any Commissioner or Officer of the Agency?

Signature

Date

Printed Name

Company

MONTGOMERY HOUSING AUTHORITY, AL

FORM OF PROPOSAL

(This Form must be fully completed and placed under Tab No. 1 of the "hard copy" tabbed proposal submittal.)

Yes ☐ No ☐ If "Yes," please attach a full detailed explanation, including dates, circumstances, and current status.

(4) Felony Disclosure. Has any principal(s) or any person(s) proposed to perform the work ever been convicted of a felony? Yes ☐ No ☐ If "Yes," please attach a full detailed explanation, including dates, circumstances, and current status. PLEASE NOTE: The Agency reserves the right to not make award to any proposer that has staff who has been convicted of a felony if the Agency feels that doing such is in its best interests.

(5) Non-Collusive Affidavit. The undersigned party submitting this proposal hereby certifies that such proposal is genuine and not collusive and that said proposer entity has not colluded, conspired, connived or agreed, directly or indirectly, with any proposer or person, to put in a sham proposal or to refrain from proposing, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the proposal price of affiant or of any other proposer, to fix overhead, profit or cost element of said proposed price, or that of any other proposer or to secure any advantage against the Agency or any person interested in the proposed contract; and that all statements in said proposal are true.

(6) Proposer's Statement. The undersigned proposer hereby states that by completing and submitting this Form and all other documents within this proposal submittal, he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and that if the Agency discovers that any information entered herein to be false, such shall entitle the Agency to not consider or make award or to cancel any award with the undersigned party. Further, by completing and submitting the proposal submittal, the undersigned proposer is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by the Agency. Pursuant to all RFP Documents, this Form of Proposal, and all attachments, and pursuant to all completed Documents submitted, including these forms and all attachments, the undersigned proposes to supply the Agency with the services described herein for the fee(s) entered within the areas provided pertaining to this RFP.

Signature

Date

Printed Name

Company

MONTGOMERY HOUSING AUTHORITY, AL

Instructions to Offerors Non-Construction

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



- 03291 -

1. Preparation of Offers

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

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

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

2. Submission of Offers

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

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

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

3. Amendments to Solicitations

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

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

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

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

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

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

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

6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

7. Contract Award

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

(b) The HA may

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

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

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

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

8. Service of Protest

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

9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]

Certifications and Representations of Offerors

Non-Construction Contract

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

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

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

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

(Check the block applicable to you)

- | | |
|---|---|
| <input type="checkbox"/> Black Americans | <input type="checkbox"/> Asian Pacific Americans |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans |
| <input type="checkbox"/> Native Americans | <input type="checkbox"/> Hasidic Jewish Americans |

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

DISCLOSURE OF LOBBYING ACTIVITIES

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

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <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		2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known:			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:		
6. Federal Department/Agency:			7. Federal Program Name/Description: CFDA Number, if applicable: _____		
8. Federal Action Number, if known:			9. Award Amount, if known: \$ _____		
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information 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.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only:				Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING 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 to any lobbying 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. Complete all items that apply for both the initial filing and material change report. 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 lobbying 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 followup 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 subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st 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 (CFDA) number for grants, cooperative 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-90-001."
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 registrant under the Lobbying Disclosure Act of 1995 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. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 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 aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Certification of Payments
to Influence Federal Transactions

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

Applicant Name

Program/Activity Receiving Federal Grant Funding

The undersigned certifies, to the best of his or her knowledge and belief, that:

(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, an 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 an 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.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.
Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.
(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Form with fields for Name of Authorized Official, Title, Signature, and Date (mm/dd/yyyy).

Certification for a Drug-Free Workplace

U.S. Department of Housing
and Urban Development

Applicant Name

Program/Activity Receiving Federal Grant Funding

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. Sites for Work Performance. The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

Check here ☐ if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.

(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title

Signature

Date

X

Previous Participation Certification

OMB Approval No. 2502-0118
(Exp. 02/29/2016)

WUFG rct wo gpv qhJ qwulpi cpf Wtdcp F gxgnro gpv
Office of Housing/Federal Housing Commissioner

WUFG rct wo gpv qhCi tlewnwt g
Farmers Home Administration

Rct v Kw dg eqo rnygf d{ Rtlpekr cmqhO wnkrco k{ Rtqlgevu (See instructions)		Hqt J WF J S Hb J C wug qpr{	
Reason for submission: 30Agency name and City where the application is filed		4. Project Name, Project Number, City and Zip Code	
5. Loan or Contract amount \$	6. Number of Units or Beds	7. Section of Act	8. Type of Project (check one) <input type="checkbox"/> Existing <input type="checkbox"/> Rehabilitation <input type="checkbox"/> Proposed (New)

90Nwvcmrtqrqgf Rtlpekr cmcpf cwcej qti cplk cvlqp ej ctvht cmqti cplk cvlqpu

Name and address of Principals and Affiliates (Name: Last, First, Middle Initial) proposing to participate	: Tqg qhGcej Rtlpekr cnlp Rtqlgev	; 0Gzrgevdf ' Qy pgt uj lr lp Rtqlgev	320UUP qt KtUGo rnyf gt Pwo dgt

Certifications: The principal(s) listed above hereby apply to HUD or USDA FmHA, as the case maybe, for approval to participate as principal(s) in the role(s) and project listed above. The principal(s) each certify that all the statements made on this form are true, complete and correct to the best of their knowledge and belief and are made in good faith, including any Exhibits attached to this form. Y ctplpi <HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. The principal(s) further certify that to the best of their knowledge and belief:

1. Schedule A contains a listing, for the last ten years, of every project assisted or insured by HUD, USDA FmHA and/or State and local government housing finance agencies in which the principal(s) have participated or are now participating.
2. For the period beginning 10 years prior to the date of this certification, and except as shown on the certification:
 - a. No mortgage on a project listed has ever been in default, assigned to the Government or foreclosed, nor has it received mortgage relief from the mortgagee;
 - b. The principals have no defaults or noncompliance under any Conventional Contract or Turnkey Contract of Sale in connection with a public housing project;
 - c. There are no known unresolved findings as a result of HUD audits, management reviews or other Governmental investigations concerning the principals or their projects;
 - d. There has not been a suspension or termination of payments under any HUD assistance contract due to the principal's fault or negligence;
 - e. The principals have not been convicted of a felony and are not presently the subject of a complaint or indictment charging a felony. (A felony is defined as any offense punishable by imprisonment for a term exceeding one year, but does not include any offense classified as a misdemeanor under the laws of a State and punishable by imprisonment of two years or less);
 - f. The principals have not been suspended, debarred or otherwise restricted by any Department or Agency of the Federal Government or of a State Government from doing business with such Department or Agency;
 - g. The principals have not defaulted on an obligation covered by a surety or performance bond and have not been the subject of a claim under an employee fidelity bond;
3. All the names of the principals who propose to participate in this project are listed above.
4. None of the principals is a HUD/FmHA employee or a member of a HUD/FmHA employee's immediate household as defined in Standards of Ethical Conduct for Employees of the Executive Branch in 5 C.F.R. Part 2635 (57 FR 35006) and HUD's Standard of Conduct in 24 C.F.R. Part 0 and USDA's Standard of Conduct in 7 C.F.R. Part 0 Subpart B.
5. None of the principals is a participant in an assisted or insured project as of this date on which construction has stopped for a period in excess of 20 days or which has been substantially completed for more than 90 days and documents for closing, including final cost certification, have not been filed with HUD or FmHA.
6. None of the principals have been found by HUD or FmHA to be in noncompliance with any applicable fair housing and civil rights requirements in 24 CFR 5.105(a). (If any principals or affiliates have been found to be in noncompliance with any requirements, attach a signed statement explaining the relevant facts, circumstances, and resolution, if any).
7. None of the principals is a Member of Congress or a Resident Commissioner nor otherwise prohibited or limited by law from contracting with the Government of the United States of America.
8. Statements above (if any) to which the principal(s) cannot certify have been deleted by striking through the words with a pen, and the relevant principal(s) have initialed each deletion (if any) and have attached a true and accurate signed statement (if applicable) to explain the facts and circumstances.

Pco g qhRtlpekr cn	Uli pcwt g qhRtlpekr cn	Egt v Hecvqp Fcv*o o Ff H{{{	Ctgc Eqf g cpf Vgr0Pq0
Vj kuhqto rtgrctgf d{ *rtlpvpcg+	Ctgc Eqf g cpf Vgr0Pq0		

Previous Participation Certification

OMB Approval No. 2502-0118

(Exp. 02/29/2016)

Uej gf wng C< Nkuvqh Rt gxlqwu Rt qlgevu cpf Ugevlqp : Eqpvtcevu Below is a complete list of the principals' previous participation projects and participation history in multifamily Housing programs of HUD/FmHA, State and local Housing Finance Agencies. **Pqvg<** Read and follow the instruction sheet carefully. Make full disclosure. Add extra sheets if you need more space. Double check for accuracy. If no previous projects, write by your name, **"Pq rt gxlqwu rct vlek cvlqp. Hlt uv Gzrgt lqpegö."**

1. Principals Name (Last, First)	2. List of previous projects (Project name, project ID and, Govt. agency involved)	3.List Principals' Role(s) (indicate dates participated, and if fee or identity of interest participant)	4. Status of loan (current, defaulted, assigned, foreclosed)	5. Was the Project ever in default during your participation [guPq H{gu gznrlp		6. Last MOR rating and Physical Insp. Score and date

Rct v Hk Hqt J WF Kpvt pcnRt qegulpi Qprf

Received and checked by me for accuracy and completeness; recommend approval or refer to Headquarters after checking appropriate box.

Date (mm/dd/yyyy)	Tel No. and area code	<input type="checkbox"/> A. No adverse information; form HUD-2530 approval recommended. <input type="checkbox"/> B. Name match in system	<input type="checkbox"/> C. Disclosure or Certification problem <input type="checkbox"/> D. Other (attach memorandum)
Staff	Processing and Control		
Supervisor	Director of Housing/Director, Multifamily Division	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date (mm/dd/yyyy)

Page 1 of 2

<p>Equo p 60 Indicate the current status of the loan. Except for current loan, the date associated with the status is required. Loans under a workout arrangement are considered assigned. For all noncurrent loans, an explanation of the status is required.</p> <p>Equo p 70 Explain any project defaults during your participation.</p> <p>Equo p 80 Provide the latest Management Review (MOR) rating and Physical Inspection score.</p> <p>Egtvllcevp After you have completed all other parts of</p>	<p>form HUD-2530, including schedule A, read the Certification carefully. In the box below the statement of the certification, fill in the names of all principals and affiliates as listed in block 7. Each principal should sign the certification with the exception in some cases of individuals associated with a corporation (see "Exception for Corporations" in the section of the instructions titled "Who Must Sign and File Form HUD-2530). Principal who is signing on behalf of the entity should attach signature authority document. Each principal who signs the form</p>	<p>should fill in the date of the signature and a telephone number. By providing a telephone number, HUD can reach you in the event of any questions.</p> <p>If you cannot certify and sign the certification as it is printed because some statements do not correctly describe your record, use a pen to strike through those parts that differ with your record, and then sign and certify.</p> <p>Attach a signed statement of explanation of the items you have struck out on the certification. Item 2e. relates to felony</p>	<p>convictions within the past 10 years. If you are convicted of a felony within the past 10 years, strike out 2e. and attach statement of explanation. A felony conviction will not necessarily cause your participation to be disapproved unless there is a criminal record or other evidence that your previous conduct or method of doing business has been such that your participation in the project would make it an unacceptable risk from the underwriting stand point of an insurer, lender or governmental agency.</p>
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The Department of Housing and Urban Development (HUD) is authorized to collect this information by law (42 U.S.C. 3535(d) and 24 C.F.R. 200.217) and by regulation at 24 CFR 200.210. This information is needed so that principals applying to participate in multifamily programs can become HUD-approved participants. The information you provide will enable HUD to evaluate your record with respect to established standards of performance, responsibility and eligibility. Without prior approval, a principal may not participate in a proposed or existing multifamily project. HUD uses this information to evaluate whether or not principals pose an unsatisfactory underwriting risk. The information is used to evaluate the potential principals and approve only individuals and organizations that will honor their legal, financial and contractual obligations.

Rtlxce{ CevUcvgp The Housing and Community Development Act of 1987, 42 U.S.C. 3543 requires persons applying for a Federally-insured or guaranteed loan to furnish his/her Social Security Number (SSN). HUD must have your SSN for identification of your records. HUD may use your SSN for automated processing of your records and to make requests for information about you and your previous records with other public agencies and private sector sources. HUD may disclose certain information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as required and permitted by law. You must provide all of the information requested in this application, including your SSN.

Rwdnle tgrqtvp dwtfgp for this collection of information is estimated to average 1 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. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

A response is mandatory. Failure to provide any of the information will result in your disapproval of participation in this HUD program.

PROFILE OF FIRM



**525 South Lawrence Street
Montgomery, Alabama 36104**

(This Form must be fully completed and placed in the submittal.)

PRIME _____ **SUB-CONTRACTOR** _____

(Proposer must also identify his sub-contractors (if any) by providing Profile of Firm form for each)

(1) Name of

Vendor: _____

(2) Address, City, State, Zip: _____

(3) Telephone: _____ Fax: _____

Email: _____

(4) Proposer Diversity Statement: You must check all of the following that apply to the ownership of this vendor and enter where provided the correct percentage (%) of ownership of each:

<input type="checkbox"/> Caucasian	<input type="checkbox"/> Public-Held	<input type="checkbox"/> Government	<input type="checkbox"/> Non-Profit
American (Male)	Corporation	Agency	Organization
_____ %	_____ %	_____ %	_____ %

Resident – (RBE), Minority- (MBE), or Woman-Owned (WBE) Business Enterprise (Qualifies by virtue of 51% or more ownership and active management by one of more of the following:

<input type="checkbox"/> Resident- Owned	<input type="checkbox"/> African American	<input type="checkbox"/> Native American	<input type="checkbox"/> Hispanic American	<input type="checkbox"/> Asian/Pacific American	<input type="checkbox"/> Asian/Indian American
_____ %	_____ %	_____ %	_____ %	_____ %	_____ %

<input type="checkbox"/> Woman-Owned (MBE)	<input type="checkbox"/> Woman-Owned (Caucasian)	<input type="checkbox"/> Disabled Veteran	<input type="checkbox"/> Other (Specify)
_____ %	_____ %	_____ %	_____ %

WMBE Certification Number: _____

Certified by: _____

(NOTE: A CERTIFICATION / NUMBER NOT REQUIRED TO PROPOSE – ENTER IF AVAILABLE)

(5) Federal Tax ID No. _____

DUNS No. _____

(6) Business License No. _____ State _____

(7) General Liability Insurance Carrier: _____

Policy No. _____ Expiration Date _____

(8) Worker's Compensation Insurance Carrier: _____

MONTGOMERY HOUSING AUTHORITY, ALABAMA

PROFILE OF FIRM

Policy No. _____ Expiration Date _____

- (9) Professional Liability Insurance Carrier: _____

Policy No. _____ Expiration Date _____

- (10) Debarred Statement: Has this firm or any principal(s) ever been debarred from provided any services by the Federal Government, any state government, the State of Alabama, or any local government agency within or without the State of Alabama? ☐ Yes ☐ No

If "Yes" please attach a full detailed explanation, including dates, circumstances and current status.

- (11) Disclosure Statement: Does this firm or any principals thereof have any current past personal or professional relationship with any Commissioner or Officer of MHA? ☐ Yes ☐ No

If "Yes" please attach a full detailed explanation, including dates, circumstances and current status.

- (12) **Non-Collusive Affidavit:** The undersigned party submitting this proposal or bid hereby certifies that such proposal or bid is genuine and not collusive and that said proposer entity has not colluded, conspired, connived or agreed, directly or indirectly, with any proposer or person to put in a sham proposal or bid or to refrain from proposing or bidding, and has not in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any person, to fix the proposal or bid price of affiant or of any other proposer or bidder, to fix overhead, profit or cost elements of said proposal or bid price, or that any other proposer or bidder or to secure any advantage against the Housing Authority or any person interested in the proposed contract; and that all statements in said proposal or bids are true.

- (13) **Verification Statement:** The undersigned proposer hereby states that by completing and submitting this form he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and agrees that if MHA discovers that any information entered herein if false, that shall entitle MHA to not consider nor make or to cancel any award with the undersigned party.

- (14) **Code of Alabama §11-93-2. Maximum amount of damages recoverable against governmental entities; settlement or compromise of claims not to exceed maximum amounts.**

The recovery of damages under any judgment against a governmental entity shall be limited to \$100,000.00 for bodily injury or death for one person in any single occurrence. Recovery of damages under any judgment or judgments against a governmental entity shall be limited to \$300,000.00 in the aggregate where more than two persons have claims or judgments on account of bodily injury or death arising out of any single occurrence. Recovery of damages under any judgment against a governmental entity shall be limited to \$100,000.00 for damage or loss of property arising out of any single occurrence. No governmental entity shall settle or compromise any claim for bodily injury, death or property damage in excess of the amounts herein above set forth. (Acts 1977, No. 673, p. 1161, §2.)

Signature

Date

Printed Name

Title

NON-COLLUSIVE AFFIDAVIT
(Prime Bidder/Respondent)

State of _____

County of _____

_____, Being first duly sworn, deposes and says that he/she is _____, (a partner or officer of the firm of, etc.) the party making the forgoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said respondent/bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any respondent/bidder or person, to put in a sham bid/cost or to refrain from bidding or submitting cost proposal, and has not in any manner, directly or indirectly, sought by agreement to collusion, or communication or conference, with any person, to fix the bid/cost price of affiant or of any other respondent/bidder, or to fix overhead, profit or cost element of said bid/cost price, or of that of any other respondent/bidder, or to secure any advantage against the City of Montgomery Housing Authority of any person interested in the proposed contract:

And that all statements in said proposal or bid are true.

(Respondent/Bidder, if the
respondent/bidder is an individual;
Partner, if the respondent/bidder is a
partnership; Officer, if the
respondent/bidder is a corporation)

Subscribed and sworn to before me this

_____ Day of _____, 20_____

My commission expires _____, 20_____

General Conditions for Non-Construction Contracts

Section II – (With 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 maintenance 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-5370C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

in the classification under this Contract from the first day on which work is performed in the classification.

- 1) Non-construction contracts (*without* maintenance) greater than \$250,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 905.200) 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 II – Labor Standard Provisions for all Maintenance Contracts greater than \$2,000

1. Minimum Wages

- (a) All maintenance laborers and mechanics employed under this Contract in the operation of the project(s) shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination, including any additional classifications and wage rates approved by HUD under subparagraph 1(b), shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- (b) (i) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate only when the following criteria have been met:
 - (1) The work to be performed by the classification required is not performed by a classification in the wage determination;
 - (2) The classification is utilized in the area by the industry; and
 - (3) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) The wage rate determined pursuant to this paragraph shall be paid to all workers performing work

2. Withholding of funds

The Contracting Officer, upon his/her own action or upon request of HUD, shall withhold or cause to be withheld from the Contractor under this Contract or any other contract subject to HUD-determined wage rates, with the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor the full amount of wages required by this clause. In the event of failure to pay any laborer or mechanic employed under this Contract all or part of the wages required under this Contract, the Contracting Officer or HUD may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment or advance until such violations have ceased. The Public Housing Agency or HUD may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

3. Records

- (a) The Contractor and each subcontractor shall make and maintain for three (3) years from the completion of the work records containing the following for each laborer and mechanic:
 - (i) Name, address and Social Security Number;
 - (ii) Correct work classification or classifications;
 - (iii) Hourly rate or rates of monetary wages paid;
 - (iv) Rate or rates of any fringe benefits provided;
 - (v) Number of daily and weekly hours worked;
 - (vi) Gross wages earned;
 - (vii) Any deductions made; and
 - (viii) Actual wages paid.
- (b) The Contractor and each subcontractor shall make the records required under paragraph 3(a) available for inspection, copying, or transcription by authorized representatives of HUD or the HA and shall permit such representatives to interview employees during working hours on the job. If the Contractor or any subcontractor fails to make the required records available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds.

4. Apprentices and Trainees

- (a) Apprentices and trainees will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in:
 - (i) A bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration (ETA), Office of

Apprenticeship Training, Employer and Labor Services (OATELS), or with a state apprenticeship agency recognized by OATELS, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice; A

- (ii) A trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or
- (iii) A training/trainee program that has received prior approval by HUD.

- (b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.
- (c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.
- (d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.
- (e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

5. Disputes concerning labor standards

- (a) Disputes arising out of the labor standards provisions contained in Section II of this form HUD-5370-C, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the HA, or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of the HA, or upon request of the Contractor or subcontractor(s).
 - (i) A Contractor and/or subcontractor or other interested party desiring reconsideration of findings of violation by the HA or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the HA or HUD. The request shall set

forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD). The HA or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be

- (b) Disputes arising out of the labor standards provisions of paragraph 6 shall not be subject to paragraph 5(a) of this form HUD-5370C. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this paragraph 5(b) include disputes between the Contractor (or any of its subcontractors) and the HA, HUD, the U.S. Department of Labor, or the employees or their representatives.

6. Contract Work Hours and Safety Standards Act

The provisions of this paragraph 6 are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" includes watchmen and guards.

- (a) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provisions set forth in paragraph 6(a), the Contractor and any

subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to the District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in paragraph (a) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

(c) **Withholding for unpaid wages and liquidated damages.**

HUD or its designee shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such Contract or any federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

7. Subcontracts

The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this Section II and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the provisions contained in these clauses.

8. Non-Federal Prevailing Wage Rates

Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under state law to be prevailing, with respect to any employee in any trade or position employed under the Contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.