

REQUEST FOR PROPOSAL (RFP2026-001)

INDEPENDENT AUDIT SERVICES

The Housing Authority of the City of York (YHA) will accept proposals from qualified Certified Public Accounting Firms to provide independent audit services for a three-year period covering fiscal years 2026, 2027, and 2028, with an option for additional one-year periods at the discretion of the Authority, subject to satisfactory performance, availability of funds, Board approval, and applicable HUD requirements. This solicitation is a competitive proposal procurement for professional services and will be conducted in accordance with YHA's Board-approved procurement policy, applicable Federal and Commonwealth of Pennsylvania requirements, 2 CFR §§ 200.317–200.327, and HUD Public Housing Agency Procurement Handbook 7460.8, REV-3, as applicable.

All proposals shall be time and date stamped upon receipt. Late proposals will not be accepted. All proposals received will become part of the Housing Authority's official procurement records and will not be returned. Proposals and related records are subject to applicable Federal and Commonwealth of Pennsylvania public-records, confidentiality, and record-retention requirements. Proposal shall be addressed to:

Executive Director

Housing Authority of the City of York

31 S. Broad Street

York, PA 17401

The contract period shall be for three years and may be renewed for additional one-year periods, subject to satisfactory performance, availability of funds, applicable HUD requirements, and approval by the Housing Authority of the City of York Board of Commissioners. Any renewal or extension must be documented in writing and executed by an authorized representative of the Authority.

The Housing Authority of the City of York reserves the right to reject any or all proposals, cancel or amend this solicitation, waive minor informalities that do not affect the substance or fairness of the procurement, or take other action permitted by applicable law and YHA's procurement policy. Any award will be made only in accordance with the evaluation factors and procedures stated in this RFP and to a responsible offeror whose proposal is determined to be most advantageous to YHA considering price and the other stated evaluation factors.

Audit Objectives & Scope of Services

The Housing Authority of the City of York requires an audit in accordance with 2 CFR Part 200, Subpart F (Audit Requirements) of the following programs:

- Low Rent Public Housing including RAD
- Multifamily Housing
- Capital Fund Programs
- The fees shall include all required HUD/REAC or successor-system audit submissions.
- Business Activity – Commercial Property

The Housing Authority also manages Tax Credit Properties. These Tax Credit Properties will be prepared & audited separately by another firm. The Tax Credit Properties are not included in this RFP audit; *however, the information from the separate audit of the Tax Credit Units should be incorporated into this audit.*

The audit is to be performed in accordance with generally accepted auditing standards and the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States (GAGAS), the Single Audit Act Amendments of 1996, 2 CFR Part 200, Subpart F (Audit Requirements), the applicable OMB Compliance Supplement, and applicable HUD statutes, regulations, notices, handbooks, PIH guidance, and other requirements in effect during the applicable audit period. The Auditor shall remain independent as required by GAGAS and applicable professional standards and shall exercise independent professional judgment. Nothing in this RFP or the resulting contract shall require the Auditor to modify or omit a required audit procedure, finding, conclusion, opinion, or report.

It is the responsibility of the proposer to verify all current audit, professional, Federal, HUD, State, and local requirements applicable to the services prior to submitting a proposal.

1) The following financial statements shall be prepared for each of these funds; Low Income Public Housing, and Section 8.

- Balance Sheet
- Income Statement
- Statement of Cash Flow

2) The audit will be a financial & compliance audit as required by HUD.

3) ***The audit fieldwork should be completed no later than June 30th of each year***, unless otherwise agreed in writing by YHA. Submissions to HUD, REAC, the Federal Audit Clearinghouse, or other required systems shall be completed within all applicable regulatory and program deadlines. The Auditor shall be responsible for meeting all applicable submission requirements.

4) Accompanying the financial statements, the Auditor will submit a Management Letter of Comments & Recommendations, if applicable, addressing matters required by professional standards, GAGAS, or other applicable requirements.

5) The Auditor will comply with all applicable HUD requirements, Federal and Commonwealth of Pennsylvania requirements, and professional auditing standards in effect during the contract term, including requirements that become applicable to future audit years.

6) Audit should include Management Discussion & Analysis.

7) This Audit shall comply with all HUD rules, regulations, & guidelines. Each audit report shall contain at least the following:

- Annual financial statements & any supplementary data required in the scope of the audit.
- The Auditor shall study and evaluate the Housing Authority's system of internal controls and accounting practices as required by applicable professional standards and GAGAS. The Auditor's reports shall identify material weaknesses, significant deficiencies, control deficiencies, and other reportable matters as required by applicable standards and shall provide appropriate recommendations where applicable.
- Compliance matters that may have a material effect on the financial statements, and all findings required to be reported under GAGAS, the Single Audit Act, 2 CFR Part 200, or other applicable requirements, shall be reported in accordance with those requirements. Recommendations for corrective action shall be provided where appropriate.
- A statement that the audit was conducted in accordance with generally accepted auditing standards and Government Auditing Standards, as applicable, together with any other reporting language required by Federal law, HUD requirements, the OMB Compliance Supplement, or professional standards.
- The auditor in charge will conduct an exit conference with the Executive Director and appropriate staff. At this conference, all findings and recommendations regarding compliance & internal controls will be discussed.

8) All data for the prior year audits will be available upon request. Requests must be submitted in writing to the Executive Director and accounting department.

9) Draft audit reports shall be provided to the Executive Director and appropriate accounting staff for factual review and discussion before final issuance. YHA's review is not an approval of the Auditor's professional conclusions and shall not limit the Auditor's independence or responsibility to issue all reports, findings, opinions, and disclosures required by applicable professional standards, GAGAS, Federal law, HUD requirements, or the Single Audit Act.

10) If a Single Audit is required, the Auditor shall prepare and submit the Data Collection Form and reporting package to the Federal Audit Clearinghouse in accordance with 2 CFR Part 200, Subpart F and applicable Federal requirements. Copies shall be provided to YHA and to HUD or other oversight agencies when required.

Accounting System of the Housing Authority of the City of York

- The Housing Authority of the City of York receives approximately \$14,000,000 in federal funds and approximately \$4,000,000 in net tenant rent revenue.
- The Housing Authority of the City of York employs approximately 60 full and part-time employees.
- The records of the Housing Authority are completely computerized using accounting software based in Yardi and OnBase.
- There are two general funds (HCV & COCC), 11 Money Market Accounts, 8 PHA Security Deposit accounts, & other operating accounts as required by HUD
- The Authority's Accounting Staff will prepare the general ledger, subsidiary ledgers, and trial balances for each fund open during the audit period. Additional support schedules, where appropriate, will be prepared to assist the audit process. Staff will be available to answer questions and locate documents as needed. The Auditor will be granted read-only access to the Accounting System for the purpose of pre-audit and financial compliance work activities, subject to YHA's information-security requirements.

Information to be Included in the Proposal

- Description of the firm's experience auditing programs, activities, and functions funded by HUD and other Federal awards in accordance with 2 CFR Part 200. Indicate the number of years of relevant experience for each person who will be assigned to this audit and the number of personnel by level who will conduct the audit.
- Describe the technical approach to the audit and advise whether any part of the audit will be conducted on YHA premises. Describe the firm's understanding of the work to be performed in accordance with 2 CFR Part 200, GAGAS, the applicable OMB Compliance Supplement, and HUD requirements, and demonstrate the firm's ability to meet the scheduled deadlines.
- State whether the firm is a national, regional, or local organization and include a local address of the firm
- Provide documentation that the firm is properly licensed for public practice in the Commonwealth of Pennsylvania.
- Affirm that the organization meets the independence requirements of Government Auditing Standards issued by the Comptroller General of the United States (GAGAS).
- Affirm that the firm and its principals are not suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal agency and will provide any required certification. YHA will conduct the required responsibility and exclusion checks before award and will document the determination in the procurement file.
- Provide a list of current PHAs & government audit clients and the years of engagement.
- Provide documentation of professional insurance policies carried by the firm/individual.
- Provide Client References to include names, addresses, & phone numbers of governments audit client references.

Include any other information which may be helpful to the Authority in evaluating the firm's qualifications, including peer review reports within the past 3 years, if applicable, and any regulatory, disciplinary, or other action taken by an oversight or licensing body against the proposing audit organization or local office that is material to the proposed engagement.

Procurement Method and Contract Type

Selection Process

All proposals received in accordance with this Request for Proposal will be reviewed and evaluated by the Housing Authority's designated selection panel using written evaluation procedures established before proposal evaluation. The evaluation will use only the factors and relative weights stated in this RFP. Evaluators shall document their scores and the basis for those scores. Following evaluation, the Executive Director will present the recommended award for Board of Commissioners review and approval in accordance with YHA's procurement policy and delegated authority.

The Housing Authority of the City of York reserves the right to cancel or amend the RFP, reject any or all proposals, waive minor informalities that do not affect the substance or fairness of the procurement, or conduct clarifications, oral presentations, discussions, or negotiations when permitted by the solicitation, YHA's procurement policy, and applicable Federal requirements. If discussions or revised proposals are requested, they will be conducted in a manner that provides fair and equal treatment to offerors and protects the confidentiality of competing proposals.

The award will not be made with regard to race, color, religion, gender, age, disability, marital or family status, national origin, or other protected status. YHA will evaluate proposals in accordance with the stated evaluation criteria and applicable procurement requirements. Offerors may be required to provide additional information necessary for YHA to determine responsibility before award.

This solicitation is a competitive proposal procurement for professional audit services. YHA will provide public notice sufficient to obtain effective competition and will solicit proposals from multiple qualified firms. All evaluation factors and their relative weights are stated in this RFP. The resulting contract is anticipated to be a fixed-price contract with a separately stated annual fee for each audit year and any option year.

Before award, YHA will complete the required responsibility determination and procurement-file documentation, including verification of licensing, independence, qualifications, capacity, past performance, insurance, exclusion/debarment status, and other applicable responsibility factors. YHA will perform an independent estimate before receiving proposals and will perform and document a cost or price analysis for any procurement transaction, including applicable contract modifications, in excess of the Federal simplified acquisition threshold, or at a lower threshold when required by YHA policy or applicable law.

Point Values for Evaluation Criteria (Total of 100 possible points)

- Experience in Auditing similar entities or Housing Authorities with multiple programs (45 pts) _____
- Capability and capacity to accomplish work within the required time period (30 pts) _____
- Cost of Services (25 pts) _____ Proposals shall include a separate fee schedule identifying the proposed annual cost for each contract year and any optional extension year.

Tentative Schedule for Selection & Award:

- Public Advertisement: September 28, 2026
- **Response Due Date: November 16, 2026 @ 12p.**
- Proposal review by The Housing Authority of the City of York's Selection Committee. If requested, oral presentations will be scheduled by the Housing Authority of the City of York.
- The Housing Authority of the City of York's Board of Commissioners will select a firm at the final regular meeting of 2026. YHA will notify all proposing firms of contract award.

Attachments:

- A. Terms and Conditions
- B. Contracting with Small Businesses, Minority Businesses, Women's Business Enterprises, Veteran-Owned Businesses, & Labor Surplus Area Firms
- C. Certification of Respondent Regarding Debarment, Suspension, & Other Responsibility Matters
- D. Non-Collusive Agreement
- E. Certification Regarding Lobbying
- F. Conflicts Certification
- G. HUD Form 5369-B – Instructions to Offerors Non-Construction
- H. HUD Form 5370-C – General Conditions for Non-Construction Contracts, Section I, if applicable
- I. Acknowledgement of Receipt of HUD Forms
- J. Sample Contract

Attachment A: Terms and Conditions

This solicitation and any resulting contract for independent audit services are subject to applicable Federal, HUD, Commonwealth of Pennsylvania, and local requirements, including the following, as applicable to the procurement and resulting contract:

- HUD Form 5369-B (Instructions to Offerors Non-Construction) – Attached as Attachment G.
- HUD Form 5370-C (General Conditions for Non-Construction Contracts), Section I, if applicable based on the contract value and current HUD form instructions – to be included as Attachment H. Section II is not applicable to this independent audit service unless the scope is subsequently changed to include maintenance work subject to HUD's form requirements.

The contract shall comply with applicable HUD requirements for Public Housing Agencies, 2 CFR §§ 200.317–200.327, 2 CFR Part 200, Subpart F, applicable provisions of Appendix II to 2 CFR Part 200, GAGAS, the Single Audit Act, and other applicable Federal and HUD requirements. YHA will maintain procurement documentation sufficient to establish the procurement method, solicitation and public notice, proposals received, evaluation and selection, responsibility determination, debarment/exclusion verification, price/cost analysis when required, contract award, and contract administration.

Section 3: The services contemplated by this RFP are professional audit services and do not involve housing construction, rehabilitation, or other public construction. Accordingly, Section 3 requirements under 24 CFR Part 75 are not applicable to these services to the extent provided by the regulation. Any change in scope that causes Section 3 to become applicable shall be addressed in accordance with applicable HUD requirements.

Federal Procurement Compliance

The procurement and resulting contract shall be administered in accordance with applicable Federal procurement standards, including 2 CFR §§ 200.317–200.327, HUD Public Housing Agency Procurement Handbook 7460.8, REV-3, YHA's Board-approved procurement policy, and applicable Commonwealth of Pennsylvania and local requirements. Where requirements differ, the more restrictive requirement shall apply to the extent permitted by law.

Cost or Price Analysis

YHA shall prepare an independent estimate before receiving proposals and shall perform and document the cost or price analysis required by 2 CFR § 200.324 for procurement

transactions exceeding the applicable Federal simplified acquisition threshold, including applicable contract modifications. The evaluation of price in this RFP does not eliminate YHA's obligation to determine that the resulting contract price is fair and reasonable.

Responsibility and Exclusion Verification

Before award, YHA will determine that the selected offeror is responsible and eligible to receive a Federal award-supported contract. YHA may verify the offeror's SAM.gov exclusion status and other responsibility information and will document the determination in the procurement file.

Records, Access, and Oversight

The Auditor shall maintain records necessary to demonstrate performance and compliance and shall provide YHA, HUD, the Comptroller General, and other authorized governmental representatives access to records to the extent required by the resulting contract and applicable Federal requirements. YHA will maintain the procurement and contract records in accordance with applicable record-retention requirements, including 2 CFR § 200.334 where applicable.

Subcontracting

The Auditor shall not subcontract material audit responsibilities without YHA's prior written approval. Any approved subcontractor shall be subject to all applicable Federal, HUD, professional, confidentiality, independence, and contract requirements, and the Auditor shall remain responsible for the performance of the contracted services.

Attachment B

Contracting with Small Businesses, Minority Businesses, Women's Business Enterprises, Veteran-Owned Businesses, & Labor Surplus Area Firms

Required Efforts:

Consistent with 2 CFR § 200.321, the Authority will, when possible, take affirmative steps to assure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are considered for participation in this procurement. Such efforts may include, as appropriate:

1. Including such firms, when qualified, on solicitation mailing lists and other source lists;
2. Encouraging their participation through direct solicitation whenever they are potential sources;
3. Dividing requirements into smaller tasks or quantities when economically feasible and consistent with the Authority's operational needs;
4. Using the services of the Small Business Administration, the Minority Business Development Agency, and other appropriate organizations; and

The Authority will document its applicable affirmative procurement efforts in the procurement file. No participation goal, preference, or set-aside shall be applied unless authorized by applicable Federal, State, local, or Authority requirements and stated in the solicitation.

Definitions:

- Small business concern means a business that meets the applicable Federal definition and size standards in 13 CFR Part 121, as applicable.
- Minority business means a business meeting the applicable Federal or State definition for a minority business enterprise.
- Women's business enterprise means a business meeting the applicable Federal or State definition for a women's business enterprise.
- Veteran-owned business means a business meeting the applicable Federal definition of a veteran-owned business.
- Labor surplus area firm means a business meeting the applicable Federal definition and located in, or performing a substantial portion of the contract in, a labor surplus area as designated by the U.S. Department of Labor.

Small Business, Minority Business, Women's Business Enterprise, Veteran-Owned
Business, & Labor Surplus Area Certification

I, _____, hereby certify that said bidder / offeror has reviewed the Housing Authority of the City of York's requirements regarding affirmative steps under 2 CFR § 200.321 and has provided accurate information regarding its status, if requested by the Authority.

Housing Authority of the City of York's program requirements and certifies that bidder / offeror is / is not a small business, minority business, women's business enterprise, veteran-owned business, or labor surplus area firm, as applicable.

The bidder / offeror acknowledges that the Authority may request supporting documentation to verify any representation made in connection with this procurement.

YHA will provide notice of the award decision to proposing firms in accordance with YHA's procurement policy and applicable law. Procurement records will be maintained in accordance with applicable Federal, HUD, State, and Authority record-retention requirements.

Bidder / Offeror also certifies that upon the Authority's request, bidder / offeror shall provide all information, documents, records and proofs necessary to verify representations made under this attachment.

Date: _____

Signature of Respondent

complying with these requirements.

Attachment C:

Certification of Respondent Regarding Debarment, Suspension, & Other Responsibility Matters

I, _____, hereby certify on behalf of _____ and its key principals that we:

key principles that we:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal, State, or local department or agency, to the extent applicable;

2. Have not, within the applicable period preceding this proposal, been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract, or for other offenses identified in applicable Federal requirements;

3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses identified in applicable Federal debarment and suspension requirements; and

4. Have not had a public transaction terminated for cause or default within the applicable period required by the governing certification.

Date

Signature of Respondent

Attachment D:

Non-Collusive Affidavit

State of _____

County of _____

_____, being first duly sworn, deposes, and states:

That he/she is _____ (partner or office of the firm, etc)

The party making the foregoing proposal states that such proposal is genuine and not collusive or sham; that the Respondent has not colluded, conspired, connived, or agreed directly or indirectly with any person to submit a sham proposal or to refrain from proposing; and that the Respondent has not, directly or indirectly, sought by agreement, collusion, communication, or conference with any person to fix the proposed price, cost, overhead, or profit of the Respondent or any other proposer, or to secure any advantage against the Housing Authority of the City of York or any person interested in the proposed contract. The Respondent further certifies that all statements made in the proposal are true and complete to the best of its knowledge.

Respondent has not colluded, conspired, connived, or agreed directly or indirectly, with any person, to out in a sham proposal or to refrain from proposing and has not in any matter directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the proposed price of affiance or any other Respondent, to fix any overhead, profit or cost element of said proposed price, or that of any other Respondent, or to secure aby advantage against the Housing Authority of the City of York Or, any person interested in the proposed contract, that all statements said in the proposal are true.

Signature _____
(Signature of Respondent)

Date: _____

Attachment E:

Certification Regarding Lobbying

I, _____, hereby certify of behalf of

_____ (name of Respondent) and its key principals that;

1. No Federal appropriated funds have been paid or will be paid, by or on the behalf of the undersigned, or 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 any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, & contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclosure accordingly.

This certification is a material representation of fact upon which reliance was placed when the this transactions 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 civil penalty of not less than \$10,000 and mot more than \$100,00 for each such failure.

Signature of Key Principal of Respondent

Attachment F:

Conflicts Certification

I, _____, hereby certify on behalf of
_____ (insert name of Respondent) and its key principals that:

The Respondent has reviewed the Housing Authority of the City of York's conflict-of-interest requirements and 2 CFR § 200.318(c), as applicable, and certifies that:

1. No actual or apparent conflict of interest exists with regard to the Housing Authority of the City of York or the Respondent's proposed performance under this Request for Proposal;
2. The Respondent has disclosed any actual, potential, or apparent organizational or personal conflict of interest known to it that could affect impartial performance of the services; and
3. Neither the Respondent nor its principals will solicit or accept gratuities, favors, or anything of monetary value from Housing Authority employees, officers, agents, or representatives in connection with this procurement, except as permitted by applicable law and YHA policy.

Signature of Key Principal of Respondent

Attachment I:

Respondent hereby acknowledges receipt of the following:

1. HUD Form 5369-B, Instructions to Offerors Non-Construction
2. HUD Form 5370-C, General Conditions for Non-Construction Contracts, as applicable

Attachment J: Sample Contract

Date

Signature of Key Principal of Respondent

Instructions to Offerors Non-Construction

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



- 03291 -

1. Preparation of Offers

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

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

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

2. Submission of Offers

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

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

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

3. Amendments to Solicitations

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

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

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

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

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

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

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

6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

7. Contract Award

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

(b) The HA may

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

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

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

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

8. Service of Protest

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

9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]

General Conditions for Non-Construction Contracts

Section 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

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.

CONTRACT BETWEEN
THE HOUSING AUTHORITY OF THE CITY OF YORK
AND
ABC INC.

INTRODUCTION

This contract by and between the Housing Authority of the City of York (hereinafter "HA"), and ABC INC., (hereinafter "the Contractor") is hereby entered into this **20th day of December 2024**.

Services pursuant to this contract shall begin on the **1st day of January, 2026**, and shall end the **31st day of December, 2031**, unless otherwise extended, modified, terminated or renewed by the parties as provided for within this contract. Unless otherwise detailed herein, all references to "days" shall be calendar days (in the case that the last day referenced falls on a Saturday, Sunday or legal holiday, then the period of time shall be automatically extended to include the next work day). Also, whenever the term "herein" is referred to, such refers to this contract form, the appendices and all listed attachments.

1.0 Definitions:

- 1.1 Housing Authority (HA):** Any reference herein or within any Appendix to the "Housing Authority" shall be interpreted to mean the same as the HA.
- 1.2 Contracting Officer (CO):** The HA Contracting Officer, typically the HA Executive Director, but may be another person delegated such authority by the ED.
- 1.3 Executive Director (ED):** The HA Executive Director.
- 1.4 Invitation For Bids (IFB):** A competitive solicitation process conducted by the HA wherein award was completed to the responsive and responsible bidder that submitted the lowest cost.

2.0 Services and Payment:

- 2.1 Scope of Services:** The services provided pursuant to this contract generally consist of those services for the HA as described herein and within the Appendices. Said services shall be provided on the dates and times determined by the HA at the designated HA community and facilities. In addition, the HA shall retain the right to implement and/or enforce any item issued as a part of IFB No:2025 Ann. Maint.,
- 2.2 Provisions of any and all Work (Task Orders):** The Contractor shall not begin any additional work (other than that already detailed herein) without the receipt of a completed Contract Task Order Form (CTOF) from the authorized HA representative. This shall be completed as follows:
 - 2.3 Cost/Value of Services:**
 - 2.3.1 Contract Value:** The current total Not-To-Exceed (NTE) value of this contract is:

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\$XXXXXX per year

The Contractor exceeds the NTE amount at his/her own risk. The Contractor is under no obligation to provide additional services that would cause the Contractor's fees to exceed the NTE amount without prior revision of this amount by written change order.

2.4 Renewal Options: This contract is initially executed for the period of 1 year with the option, at the HA's discretion, of 4 additional one-year option periods, for a maximum total of 5 years.

2.5 Time Performance: The Contractor will complete each assigned task as detailed within the executed HA Task Order.

2.6 Billing Method:

2.6.1 To receive payment for services rendered pursuant to this contract the Contractor shall submit a fully completed invoice in pdf format for work previously performed to:

Invoices@yorkhousing.org

2.6.2 At a minimum, the invoice shall detail the following information:

2.6.2.1 Unique invoice number;

2.6.2.2 Contractor's name, address and telephone number;

2.6.2.3 Date of invoice and/or billing period;

2.6.2.4 Applicable Contract No.;

2.6.2.5 Brief description of services rendered, including applicable time frame, total hours being billed for each service at each detailed site, and at the approved rate (may be submitted in the form of a report);

2.6.2.6 Task Order, approved by the ED; and

2.6.2.7 Total dollar amount being billed.

2.6.3 The HA will pay each such properly completed invoice received on a Net/30 basis. Any invoice received not properly completed will not be paid unless and/or until the Contractor complies with the applicable provisions of this contract.

3.0 HA's Obligations: Pursuant to this contract, the HA agrees to provide the specific services detailed herein and also shall be responsible for the following:

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3.1 The HA agrees to not provide to the Contractor any Task Order assigning work to the Contractor without the prior written approval of the ED.

4.0 **Contractor's Obligations:** Pursuant to this contract, the Contractor agrees to provide the specific services detailed herein and also shall be responsible for the following:

4.1 **Supervision and Oversight:** The Contractor shall be solely responsible for providing supervision and oversight to all of the Contractor's personnel that are assigned to the HA properties pursuant to this contract.

4.2 **Qualified Personnel:** The Contractor warrants and represents that it will assign only qualified personnel to perform the services outlined herein and within the appendices. For the purposes of this contract, the term "qualified personnel" shall mean those personnel that have been investigated, tested and trained in the manner described within this contract and, as proposed by the Contractor within its bid or as provided by the Contractor during the Contractor's normal conduct of business.

4.3 **Compliance with Federal and State Laws:** All work performed by the Contractor, pursuant to this contract, shall be done in accordance with applicable all Federal, State and local laws, regulations, codes and ordinances.

4.4 **Insurance Requirements:**

4.4.1 The complete indemnity requirements are detailed within Section 11.19 herein.

4.4.2 In this regard, the Contractor shall maintain the following insurance coverage during the effective term(s) of this contract:

4.4.2.1 Policy of General Liability Insurance, \$1,000,000 per occurrence, \$1,000,000 aggregate together with damage to premises and fire damage of \$50,000 and medical expenses for any one person of \$5,000 with a deductible not greater than \$1,000. The HA shall be named upon the certificate issued as an "additional insured," together with providing a copy of the corresponding endorsement evidencing the same.

4.4.2.2 Automobile Liability coverage in a combined single limit of \$1,000,000. For every vehicle utilized during the term of this contract, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$50,000/\$100,000 and medical pay of \$5,000 with a deductible not greater than \$1,000.

4.4.2.3 Worker's compensation coverage evidencing carrier and coverage amount.

4.4.2.4 The Contractor shall provide to the HA with current certificate(s)/endorsement(s) evidencing the insurance coverage referenced above. Failure to maintain the above-

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reference insurance coverage, including naming the HA as an additional insured (where appropriate) during the term(s) of this contract shall constitute a material breach thereof.

- 4.4.2.5** Insurance certificate(s)/endorsement(s) shall be delivered to the following person representing the HA:

**Jay Halicki
Director of Capital Improvements
Housing Authority of the City of York
31 S. Broad St
York, PA 17403**

- 4.5 Licensing:** The Contractor shall also provide to the HA a copy of the required Commonwealth of Pennsylvania Business License. Failure to maintain this license in a current status during the term(s) of this contract shall constitute a material breach thereof.

4.6 Financial Viability and Regulatory Compliance:

- 4.6.1** The Contractor warrants and represents that its corporate entity is in good standing with all applicable federal, state and local licensing authorities and that it possesses all requisite licenses to perform the services required by this contract. The Contractor further warrants and represents that it owes no outstanding delinquent federal, state or local taxes or business assessments.

- 4.6.2** The Contractor agrees to promptly disclose to the HA any IRS liens or insurance or licensure suspension or revocation that may adversely affect its capacity to perform the services outlined within this contract. The failure by the Contractor to disclose such issue to the HA in writing within 5 days of such notification received will constitute a material breach of this contract.

- 4.6.3** The Contractor further agrees to promptly disclose to the HA any change of more than 50% of its ownership and/or any declaration of bankruptcy that the Contractor may undergo during the term(s) of this contract. The failure of the Contractor to disclose any change of more than 50% of its ownership and/or its declaration of bankruptcy within 5 days of said actions shall constitute a material breach of this contract.

- 4.6.4** All disclosures made pursuant to this section of the contract shall be made in writing and submitted to HA within the time periods required herein.

- 5.0 Modification:** This contract shall not be modified, revised, amended or extended except by written addendum, executed by both parties.

- 6.0 Severability:** The invalidity of any provision of this contract, as determined by a court of competent jurisdiction and/or HUD, shall in no way affect the validity of any other provision herein.

7.0 Applicable Laws:

- 7.1 Compliance with Federal and State Laws:** All work performed by the Contractor, pursuant to this contract, shall be done in accordance with applicable all Federal, State and local laws, regulations, codes and ordinances.
- 7.2 Jurisdiction of Law:** The laws of the Commonwealth of Pennsylvania shall govern the validity, construction and effect of this contract, unless said laws are superseded by, or in conflict with applicable federal laws and/or federal regulations. This contract will be binding upon the parties, their heirs, beneficiaries, and devisees of the parties hereto. The parties agree that York County, PA is the appropriate forum for any action relating to this contract. Should any party hereto retain counsel for the purpose of initiating litigation or arbitration to enforce, prevent the breach of any provision hereof, or for any other judicial remedy, then the prevailing party shall be entitled to be reimbursed by the losing party for all costs and expenses incurred thereby, including, but not limited to, reasonable attorneys fees and costs incurred by such prevailing party. This contract may be signed in counterparts.

8.0 Notices, Invoices and Reports:

- 8.1** All notices, reports and/or invoices submitted to the HA by the Contractor pursuant to this contract shall be in writing and delivered to the attention of the following person representing the HA:

Jay Halicki
Director of Capital Improvements
Housing Authority of the City of York
31 S. Broad St
York, PA 17403
(717) 845-2601 x 1129

- 8.2** All notices submitted to the Contractor pursuant to this contract shall be in writing and mailed to the attention of:

9.0 Disputed Billings (Charges):

- 9.1 Procedures:** In addition to the procedures detailed within Clause No. 7 of Appendix No. 1, Form HUD-5370-C, *General Conditions for Non-Construction Contracts, Section II—(With or without Maintenance Work)*, in the event that the HA disputes any portion of its billing(s), the HA shall pay the undisputed portion of such billing and initiate the dispute-resolving procedures, as follows:
- 9.1.1** The HA's representative shall, within 10 days after the HA's receipt of such billing, formally notify the contractor's representative of all particulars pertaining to the dispute, and request that he/she investigate and respond to this issue.
- 9.1.2** If such dispute cannot be resolved by the contractor's response, within 10 days after such notification is given, the CO and the contractor's

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representative shall meet to discuss the matter and attempt to arrive at a resolution.

9.1.3 If the CO and the contractor's representative are unable to resolve the dispute through such discussion within 10 days, the HA shall, within 10 days thereafter, either:

9.1.3.1 pay the disputed charges and reserve the right to submit the matter to the Pennsylvania Court Annexed Arbitration program if the disputed amount does not exceed \$40,000 or to the appropriate district court in the Commonwealth of Pennsylvania;

9.1.3.2 not pay the disputed charge and submit the matter to the Pennsylvania Court Annexed Arbitration program if the disputed amount does not exceed \$40,000 or to the appropriate district court in the Commonwealth of Pennsylvania.

9.1.3.3 not pay the disputed charge and allow the Contractor to submit the matter either to the Pennsylvania Court Annexed Arbitration program if the disputed amount does not exceed \$40,000 or to the appropriate district court in Commonwealth of Pennsylvania.

9.1.4 The decision from arbitration will be binding upon both parties. If the decision is adverse to the HA, the HA shall pay the HA's receipt of the decision. If the decision is in favor of the HA, the contractor will either:

9.1.4.1 clear the amount which is ordered from the HA account; or

9.1.4.2 repay to the HA the amount ordered;

Either option shall be completed within 10 days after the contractor's receipt of the arbitrator's decision.

10.0 **24 CFR 85.36(i), *Procurement*:** Pursuant to this CFR, as issued by the Office of the Secretary, HUD, the HA and the Contractor each agree to comply with the following provisions:

10.1 Remedies for Contractor Breach: Pertaining to contract-related issues, it is the responsibility of both the HA and the contractor to communicate with each in as clear and complete a manner as possible. If at any time during the term of this contract the HA or the contractor is not satisfied with any issue, it is the responsibility of that party to deliver to the other party communication, in writing, fully detailing the issue and corrective action (please note that the HA has the right to issue unilateral addendums to this contract, but the contractor does not have the same right). The other party shall, within 10 days, respond in writing to the other party (however, the HA shall retain the right to, if conditions warrant, require the contractor to respond in a shorter period of time). Further, the HA shall, at a minimum, employ the following steps in dealing with the contractor as to any performance issues:

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- 10.1.1** If the contractor is in material breach of the contract, the HA may promptly invoke the termination clause detailed within Section No. 3 of Appendix No. 1, Form HUD-5370-C, *General Conditions for Non-Construction Contracts, Section II—(With or without Maintenance Work)*, which is attached hereto, and terminate the contract for cause. Such termination must be delivered to the contractor in writing and shall fully detail all pertinent issues pertaining to the cause of and justification for the termination.
- 10.1.2** Prior to termination, the HA may choose to warn the contractor, verbally or in writing, of any issue of non-compliant or unsatisfactory performance. Such written warning may include placing the contractor on probation, thereby giving the contractor a certain period of time to correct the deficiencies or potentially suffer termination. The HA shall maintain in the contract file a written record of any such warning detailing all pertinent information. If the contractor does not agree with such action, the contractor shall have ten 10 days to dispute or protest, in writing, such action; if he/she does not do so within the 10-day period, he/she shall have no recourse but to accept and agree with the HA's position on the issue. The written protest must detail all pertinent information pertaining to the dispute, including justification detailing the HA's alleged incorrect action(s).
- 10.1.3** After termination, if the contractor does not agree with the HA's justification for the termination, the contractor shall have 10 days to dispute, in writing, such action; if he/she does not do so within the 10-day period, he/she shall have no recourse but to accept and agree with the HA's position on the issue. The written protest must detail all pertinent information pertaining to the dispute, including justification detailing the HA's alleged incorrect action(s).
- 10.1.4** The response to any protest received shall be conducted in accordance with Section No. 4.0 of the *Instructions to Proposers and Contractors* document.
- 10.2 Termination For Cause and Convenience:** As detailed within Clause No. 3 of Attachment G-1, Form HUD-5370-C *General Conditions for Non-Construction Contracts, Section II—(Within or without Maintenance Work)*, attached hereto.
- 10.3 Executive Order 11246:** For all construction contracts awarded in excess of \$10,000, both parties hereby agree to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR Chapter 60).
- 10.4 Copeland "Anti-Kickback" Act:** For all construction or repair contracts awarded, both parties hereby agree to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR Part 3).
- 10.5 Davis-Bacon-Act:** For all construction contracts awarded in excess of \$2,000 when required by Federal Grant Program legislation, both parties hereby agree to comply

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with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented in Department of Labor Regulations (29 CFR Part 5).

- 10.6 Sections 103 and 107 of the Contract Work Hours and Safety Standards Act:** For all construction contracts awarded in excess of \$2,000 and for other contracts, which involve the employment of mechanics or laborers awarded in excess of \$2,500, both parties hereby agree to comply with the Sections 103 and 107 of the Contract Work Hours and Safety Act (40 U.S.C. 327-330) as supplemented in Department of Labor Regulations (29 CFR Part 5).
- 10.7 Reporting:** Both parties hereby agree to comply with any reporting requirements that may be detailed herein.
- 10.8 Patent Rights:** Both parties hereby agree to comply with HUD Bulletin 90-23, which is the (a) Notice of Assistance Regarding Patent and Copyright Infringement.
- 10.9 Copy Rights/Rights in Data:** In addition to the requirements contained within Clause No. 5 of Attachment G-1, *General Conditions for Non-Construction Contracts, Section II—(With or without Maintenance Work)*, the HA has unlimited rights to any data, including computer software, developed by the contractor in the performance of the contract specifically:
- 10.9.1** Except as provided elsewhere in this clause, the HA shall have unlimited rights in data first produced in the performance of this contract; form, fit, and function data delivered under this contract; data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and all other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software.
- 10.9.2** The contractor shall have the right to: use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the contractor in the performance of this contract, unless provided otherwise in this clause; protect from unauthorized disclosure and use those data which are limited rights data or restricted computer software to the extent provided in this clause; substantiate use of, add or correct limited rights, restricted rights, or copyright notices and to take other appropriate action in accordance with this clause; and establish claim to copyright subsisting in data first produced in the performance of this contract to the extent provided below.
- 10.9.3** For data first produced in the performance of this contract, the contractor may establish, without prior approval of the CO, claim to copyright subsisting in scientific or technical articles based on or containing data first produced in the performance of this contract. The contractor grants the HA and others acting on its behalf a paid-up, non-exclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform or display publicly by or on behalf of the HA.

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- 10.9.4** The contractor shall not, without the prior written permission of the contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contains copyright notice, unless the contractor identifies such data and grants the HA a license of the same scope as identified in the preceding paragraph.
- 10.9.5** The HA agrees not to remove any copyright notices placed on data and to include such notices in all reproductions of the data. If any data delivered under this contract are improperly marked, the HA may either return the data to the con
- 10.9.6** tractor, or cancel or ignore the markings.
- 10.9.7** The contractor is responsible for obtaining from its subcontractors all data and rights necessary to fulfill the contractor's obligations under this contract.
- 10.9.8** Notwithstanding any provisions to the contrary contained in the contractor's standard commercial license or lease contract pertaining to any restricted computer software delivered under this contract, and irrespective of whether any such contract has been proposed prior to the award of this contract or of the fact that such contract may be affixed to or accompany the restricted computer software upon delivery, the contractor agrees the HA shall have the rights set forth below to use, duplicate, or disclose any restricted computer software delivered under this contract. The terms and conditions of this contract, including any commercial lease or licensing contract, shall be subject to the following procedures.
- 10.9.9** The restricted computer software delivered under this contract may not be used, reproduced, or disclosed by the HA except as provided below or as expressly stated otherwise in this contract. The restricted computer software may be: used or copied for use in or with the computer(s) for which it was acquired, including use at any HA location to which such computer(s) may be transferred; used or copied for use in or with backup computer if any computer for which it was acquired is inoperative; reproduced for safekeeping (archives) or backup purposes; modified, adapted, or combined with other computer software, provided that the modified, combined, or adapted portions of the derivative software incorporating any of the delivered, restricted computer software shall be subject to the same restrictions set forth in this contract; and used or copies for use in or transferred to a replacement computer.
- 10.10 Access to Records:** Both parties hereby guarantee access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

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- 10.11 Record Retention:** Both parties hereby guarantee retention of all required records for three records after grantees or subgrantees make final payments and all other pending matters are closed.
- 10.12 Clean Air Act:** For all contracts in excess of \$100,000, both parties hereby agree to comply with all applicable standards, orders or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
- 10.13 Energy Policy and Conservation Act:** Both parties hereby agree to comply with all mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

11.0 Additional Considerations:

11.1 Right of Joinder Pursuant to NRS 332.195:

- 11.1.1** Any political subdivision within the Commonwealth of Pennsylvania may be granted the privilege of joining the awarded contract, only at the option of the Contractor. If the Contractor so grants such a privilege, the terms and conditions of the IFB documents, including the ensuing contract, may be passed on to the joining political subdivision by the Contractor.
- 11.1.2** The Contractor shall retain the unilateral right to allow or disallow any political subdivision the privilege of joining the awarded contract. In the event the Contractor allows another political subdivision to join the HA contract, it is expressly understood that the HA shall in no way be liable for the joining political subdivision obligations to the Contractor in any manner whatsoever.
- 11.2 Non-Escalation:** Unless otherwise specified within the IFB documents, the unit prices reflected on the contract shall remain firm with no provision for price increases during the term of the contract.
- 11.3 Funding Restrictions and Order Quantities:** The HA reserves the right to reduce or increase estimated or actual quantities in whatever amount necessary without prejudice or liability to the HA, if:
- 12.3.1** funding is not available;
- 12.3.2** legal restrictions are placed upon the expenditure of monies for this category of service or supplies; or,
- 12.3.3** the HA's requirements in good faith change after award of the contract.
- 11.4** Unless otherwise stated in the IFB documents, all local, State or Federal permits which may be required to provide the services ensuing from award of this IFB, whether or not they are known to either the HA or the proposers at the time of the bid submittal deadline or the award, shall be the sole responsibility of the Contractor

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and any costs that were submitted by the Contractor in response to the IFB shall reflect all costs required by the Contractor to procure and provide such necessary permits.

- 11.5 Taxes:** All persons doing business with the HA are hereby made aware that the HA is exempt from paying Commonwealth of Pennsylvania Sales and Use Taxes and Federal Excise Taxes. A letter of Tax Exemption will be provided upon request.
- 11.6 Government Standards:** It is the responsibility of the bidder to ensure that all items and services proposed conform to all local, State and Federal law concerning safety (OSHA and NIOSH) and environmental control (EPA and Commonwealth of Pennsylvania Pollution Regulations) and any other enacted ordinance, code, law or regulation. The Contractor shall be responsible for all costs incurred for compliance with any such possible ordinance, code, law or regulation. No time extensions shall be granted, or financial consideration given to the Contractor for time or monies lost due to violations of any such ordinance, code, law or regulations that may occur.
- 11.7 Freight on Bill and Delivery:** All costs submitted by the bidder shall reflect the cost of delivering the proposed items and/or services to the locations(s) specified within the IFB documents or within the contract.
- 11.7.1** The Contractor agrees to deliver to the designated location(s) on or before the date specified in the finalized contract. Failure to deliver on or before the specified date constitutes an event of default by the Contractor. Upon default, the Contractor agrees that the HA may, at its option, rescind the finalized contract under the default clause herein and seek compensatory damages as provided by law.
- 11.8 Backorders:**
- 11.8.1** The CO must be notified in writing by the contractor within 10 days of any and all backordered materials and/or any incomplete services and the estimated delivery date.
- 11.8.2** Unless otherwise stipulated in the contract, any order that will take more than a maximum of 10 days past the original agreed upon delivery date, may at the option of the HA, be canceled and ordered from another source, if, in the opinion of the CO, it is in the best interests of the HA to do so.
- 11.9 Work on HA Property:** If the Contractor's work under the contract involves operations by the Contractor on HA premises, the Contractor shall take all necessary precautions to prevent the occurrence of any injury to persons or property during the progress of such work and, except to the extent that any such injury is caused solely and directly by the HA's negligence, shall indemnify the HA, and their officers, agents, servants and employees against all loss which may result in any way from any act or omission of the Contractor, its agents, employees, or subcontractors.
- 11.10 Official, Agent and Employees of the HA Not Personally Liable:** It is agreed by and between the parties hereto that in no event shall any official, officer, employee, or agent of the HA in any way be personally liable or responsible for any covenant or

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agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this agreement.

- 11.11 Subcontractors:** Unless otherwise stated within the IFB documents, the Contractor may not use any subcontractors to accomplish any portion of the services described within the IFB documents or the contract without the prior written permission of the CO.
- 11.12 Salaries and Expenses Relating to the Contractors Employees:** Unless otherwise stated within the IFB documents, the Contractor shall pay all salaries and expenses of, and all Federal, Social Security taxes, Federal and State Unemployment taxes, and any similar taxes relating to its employees used in the performance of the contract. The Contractor further agrees to comply with all Federal, State and local wage and hour laws and all licensing laws applicable to its employees or other personnel furnished under this agreement.
- 11.13 Attorney's Fees:** In the event that litigation is commenced by one party hereto against the other in connection with the enforcement of any provision of this agreement, the prevailing party shall be paid by the losing party all court costs and other expenses of such litigation, including reasonable attorneys' fees. The amount so allowed as attorneys' fees shall be taxed to the losing party as costs of the suit, unless prohibited by law.
- 11.14 Independent Contractor:** Unless otherwise stated within the IFB documents or the contract, the Contractor is an independent contractor. Nothing herein shall create any association, agency, partnership or joint venture between the parties hereto and neither shall have any authority to bind the other in any way.
- 11.15 Severability:** If any provision of this agreement or any portion or provision hereof applicable to any particular situation or circumstance is held valid, the remainder of this agreement or the remainder of such provision (as the case may be), and the application thereof to other situations or circumstances shall not be affected thereby.
- 11.16 Waiver of Breach:** A waiver of either party of any terms or condition of this agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations, and agreements contained in this agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, obligation or agreement of either party.
- 11.17 Time of the Essence:** Time is of the essence under this agreement as to each provision in which time of performance is a factor.
- 11.18 Limitation of Liability:** In no event shall the HA be liable to the Contractor for any indirect, incidental, consequential or exemplary damages.
- 11.19 Indemnification:**
- 11.19.1** The Contractor shall indemnify, defend, and hold the HA (and its officers, employees, and agents) harmless from and against any and all claims, damages, losses, suits, actions, decrees, judgments, attorney's fees, court

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costs and other expenses of any kind or character, which are caused by, arise out of, or occur due to any failure of the Contractor to (1) abide by any of the applicable professional standards within its industry, or (2) comply with the terms, conditions, or covenants that are contained in this contract, (3) comply with the "Nevada Industrial Insurance Act," or any other law, ordinance, or decree; or (4) ensure that the any subcontractors abide by the terms of this provision and this contract; provided, however, that Contractor will not be required to indemnify the HA against any loss or damage which was specifically caused by the HA providing inaccurate information to the Contractor, failing to provide necessary and requested information to the Contractor, or refusal to abide by any recommendation of the Contractor.

11.19.2 In this connection, it is expressly agreed that the Contractor shall, at its own expense, defend the HA, its officers, employees, and agents, against any and all claims, suits or actions which may be brought against them, or any of them, as a result of, or by reason of, or arising out of, or on account of, or in consequence of any act or failure to act the consequences of which the Contractor has indemnified the HA. If the Contractor shall fail to do so, the HA shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs of such defense to the Contractor including attorney's fees and court costs.

11.19.3 Any money due to the Contractor under and by virtue of this contract, which the HA believes must be withheld from the Contractor to protect the HA, may be retained by the HA so long as it is reasonably necessary to ensure the HA's protection; or in case no money is due, its surety may be held until all applicable claims have been settled and suitable evidence to that effect furnished to the HA provided, however, neither the Corporation's payments shall not be withheld, and its surety shall be released, if the Contractor is able to demonstrate that it has adequate liability and property damage insurance to protect the HA from any potential claims.

11.19.4 The Contractor shall provide that any contractual arrangement with a subcontractor shall be in conformance with the terms of this Contract including the terms of this indemnity provision. The Contractor guarantees that it will promptly handle and rectify any and all claims for materials, supplies and labor, or any other claims that may be made against it or any of its subcontractors in connection with the contract.

12.20 Lobbying Certification: By execution of this contract with the HA the Contractor thereby certifies, to the best of his or her knowledge and belief, that:

12.20.1 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 loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement.

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- 12.20.2** 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 Contractor shall complete and submit Standard Form- LLL, Disclosure Form to Report Lobbying, in an accordance with its instructions.
- 12.20.3** The Contractor 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 sub-recipients shall certify and disclose accordingly.
- 12.21 Additional Federally Required Orders/Directives:** Both parties agree that they will comply with the following laws and directives, where applicable:
- 12.21.1** Executive Order 11061, as amended, directs the Secretary of HUD to take all action which is necessary and appropriate to prevent discrimination by agencies that utilize federal funds.
- 12.21.2** Public Law 88-352, Title VI of the Civil Rights Act of 1964, which provides that no person in the United States shall, on the basis of race, color, national origin or sex, be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity which receives federal financial assistance. The HA hereby extends this requirement to the Contractor and its private contractors. Specific prohibited discriminatory actions and corrective action are described in Chapter 2, Subtitle C, Title V of the Anti-Drug Abuse Act of 1988 (42 U.S.C. 19901 et. seq.).
- 12.21.3** Public Law 90-284, Title VIII of the Civil Rights Act of 1968., popularly known as the Fair Housing Act, which provides for fair housing throughout the United States and prohibits any person from discriminating in the sale or rental of housing, the financing of housing or the provision of brokerage services, including in any way making unavailable or denying a dwelling to any person because of race, color, religion, sex or national origin. Pursuant to this statute, the HA requires that the Contractor administer all programs and activities, which are related to housing and community development in such a manner as affirmatively to further fair housing.
- 12.21.4** The Age Discrimination Act of 1975, which prohibits discrimination on the basis of age.
- 12.21.5** Anti-Drug Abuse Act of 1988 (42 U.S.C. 11901 et. seq.).
- 12.21.6** HUD Information Bulletin 909-23 which is the following:
- 12.21.6.1** Notice of Assistance Regarding Patent and Copyright Infringement;

12.21.6.2 Clean Air and Water Certification; and,

12.21.6.3 Energy Policy and Conversation Act.

12.21.7 That the funds that are provided by the HA and HUD hereunder shall not be used, directly or indirectly, to employ, award a contract to, or otherwise engage the services of any debarred, suspended or ineligible Contractor.

12.21.8 That none of the personnel who are employed in the administration of the work required by this contract shall, in any way or to any extent, be engaged in the conduct of political activities in violation of Title V, Chapter 15, of the United States Code.

12.21.9 The mention herein of any statute or Executive Order is not intended as an indication that such statute or Executive Order is necessarily applicable not is the failure to mention any statute or Executive Order intended as an indication that such statute or Executive Order is not applicable. In this connection, therefore each provision of law and each clause, which is required by law to be inserted in this agreement, shall be deemed to have been inserted herein, and this agreement shall be read and enforced as though such provision or clause had been physically inserted herein. If, through mistake or otherwise, any such provision is not inserted or is inserted incorrectly, this agreement shall forthwith be physically amended to make such insertion or correction upon the application of either part.

13.0 SECTION 3 NEW RULE 24 CFR Part 75:

On November 30, 2020, HUD put into effect a New and Final Section 3 Rule for all recipients. This rule is drastically different from the old rule and therefore, we want everyone to know these requirements and plan accordingly.

Every contractor must ensure this package is included in their sub-contracts. Every sub-contractor must include this package in their lower-tiered sub-contracts.

This new rule exempts all material and supply only agreements. The rule applies to all service-related contracts/agreements despite the dollar amount or project duration, except CPA's, Attorneys, Engineers, and Architects.

Non-YHA Public Housing or Section 8 residents can NOT certify to their income nor can any current Youth Build participants under The State of PA's Executive Order:

- Equal Pay for Employees of the Commonwealth. Do Not request or require any applicant on any Housing Authority of the City of York contract to provide any of their current or prior salary/income or you will violate the state law.

Contractors should not issue the Individual or Business Self-Certification form(s) until you have secured a qualified contractor or employee respectively. DO NOT hand the individual

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self-certification form to every employee as it may be a waste of time if they were not hired within the past five years and were low-income, public housing, or Section 8 at the time of hire.

14.0 Appendices:

14.1 The following noted documents are placed under each of the noted appendix and are a part of this contract:

- 14.1.1** HUD-5370-C, *General Condition for Non-Construction Contracts, Section II—(With Maintenance Work)*, aka Attachment G-2 of the IFB document;
- 14.1.2** Specific documentation pertaining to Section 3 that pertains to this contract.
- 14.1.3** Scope of Services, as agreed upon by negotiation between the HA and the contractor;
- 14.1.4** The proposed fee(s) submitted by this contractor in response to the IFB, or any negotiated fee(s) that resulted thereto, which fee(s) shall apply to each procurement that ensues from this contract;
- 14.1.5** Included by reference is any document or clause issued as a part of IFB No. 2025 Ann. Maint. that the HA may choose to include at any time during the performance of this contract or any options exercised thereto by the HA. Further, any document that may be referenced herein that has not been listed above is hereby incorporated herein by reference, and a copy of each such document is available from the HA upon written request for such from the contractor.

Please note that, in the case of any discrepancy between this contract and any of the above noted appendices, the requirement(s) detailed within the body of this contract shall take first precedence, then the requirement(s) detailed within each appendix shall take precedence in the order that they are listed above (meaning, the requirement(s) detailed within the lower listed item may not overrule any requirement(s) detailed within a higher listed item).

15.0 CERTIFICATIONS: The undersigned representative of each party hereby acknowledges by signature below that they have reviewed the foregoing and understand and agree to abide by their respective obligations as defined herein:

[The Contractor]:

By: _____ Date: _____
[Name], [Title]

Housing Authority of the City of York:

By: _____ Date: _____
Regina S. Mitchell, Executive Director