



## **Baltimore Regional Housing Partnership**

Request for Proposals  
Hearing Officer Services

Issue Date: August 22, 2017  
Responses Due: September 19, 2017  
Questions Due: September 8, 2017

### **Contact Information:**

Alison Bell  
Executive Director  
Baltimore Regional Housing Partnership  
20 South Charles Street, Suite 801  
Baltimore, Maryland 21201  
[abell@brhp.org](mailto:abell@brhp.org)

## 1. BRHP Introduction

The Baltimore Regional Housing Partnership, Inc. (BRHP), is a nonprofit organization incorporated in the State of Maryland, with a board made up of community leaders and of program participants. BRHP is the Regional Administrator of the Baltimore Housing Mobility Program, under contract with the Housing Authority of Baltimore City (HABC), responsible for program management and oversight. The Baltimore Housing Mobility Program is a housing voucher program providing participants with pre- and post-move housing counseling. Eligible families that complete pre-move housing counseling receive a housing voucher that can be used in high opportunity areas throughout the Baltimore region.

The Baltimore Housing Mobility Program has opened pathways to a better future for over ten years. It currently provides over 3,600 low-income families expanded housing, educational, and employment options in opportunity areas across the region. The program will grow by about 400 vouchers each year through 2018, resulting in approximately 4,400 total vouchers. The Baltimore Housing Mobility Program, since its inception, has been providing high-quality mobility counseling services, pre- and post-placement to participating families in combination with the Housing Choice Voucher program. In addition to the Housing Mobility Counseling and Housing Choice Voucher programs, BRHP is responsible for development services pursuant to a HUD grant, including approximately 120 project-based units throughout the Baltimore region plus a scattered site development program.

The Board and Staff are excited over BRHP's future growth and current opportunities to continue providing much needed services to the Greater Baltimore Region, and accordingly, we are seeking to obtain professional relationships that will participate and provide value added services enabling us to be effective, program compliant, and relevant in this 21 Century.

## 2. RFP Overview

The Baltimore Regional Housing Partnership is seeking proposals from qualified professional firms and/or individuals interested in serving as Housing Choice Voucher Hearing Officers who will preside at Informal Hearings as set forth in BRHP'S Administrative Plan for the Baltimore Regional Housing Partnership's Housing Choice Voucher Program.

The purpose of this Request for Proposals (RFP) is to select the most qualified vendors who should have at a minimum, qualifications and experience necessary to perform the scope of work as described herein, and shall be able to provide the services described in this RFP within a time frame required by BRHP.

BRHP strongly encourages locally owned, minority-owned and women-owned businesses, socially and economically disadvantaged business enterprises, and small businesses to submit a proposal, in response to this RFP.

Vendors interested in responding to the RFP for Hearing Officer Services, should provide a proposal, in accordance with the requirements included herein by September 19, 2017 at 4 pm. Questions will be accepted from vendors until September 8, 2017.

Vendors may submit electronically or by mail by addressing the proposal to:

Hearing Officer Services Evaluation Committee  
Baltimore Regional Housing Partnership  
20 South Charles Street, Suite 801  
Baltimore, Maryland 21201  
abshuman@brhp.org

No late proposals will be accepted. Those submitting proposals by mail should indicate on the outside of the envelope in the lower left-hand corner that it is a proposal for the Hearing Officer Services and the name of the firm submitting the proposal. Failure to do so may result in premature disclosure of your proposal and therefore also disqualify you for further consideration. An electronic PDF file of the firm's proposal should be included with the written submission. It is the responsibility of the firm to ensure that the proposal is received by BRHP by the date and time specified above.

The contract for services will be awarded no later than October 31, 2017.

### **3. Scope of Work**

BRHP is soliciting Proposals for Housing Choice Voucher Hearing Officer Services. Hearing Officers are responsible for conducting fair hearings and rendering fair and reasonable decisions based upon the evidence introduced at each hearing as it applies to the law and BRHP's Administrative plan. The selected firms/individuals shall have qualifications and experience to perform the tasks related to this Category of Service.

1) Description of Work: Qualified firms/individuals selected for the Baltimore Regional Housing Partnership's Housing Choice Voucher (Section 8) Program Hearing Officer Services will be required to:

- Conduct informal hearings locations determined by BRHP.
- Within five business days after the conclusion of the hearing, prepare a written decision together with the reasons therefore based solely upon information presented at the hearing. The written decision shall present the issues and an analysis of the rules to the issues and conclusion.
- Submit an original hard copy of the written decision to BRHP's Hearings Coordinator.

2) Detailed Work Requirements: The Housing Choice Voucher Hearing Officer shall preside at the hearing and conduct the hearings pursuant to the "Administrative Plan"

for the Baltimore Regional Housing Partnership Section for “Informal Review and Hearing Policy,” see copy presented below under Attachment 9.

## **4. Specific Requirements**

BRHP reserves the right to reject any and all proposals received. BRHP also reserves the right to award the contract to one or more firms. Only proposals received at the location described and in the time frame given will be considered. Upon conclusion of final negotiations with the successful firm, all companies who submitted proposals in response to the Request for Proposal will be informed, in writing, of the name of the successful firm. The prices quoted in your proposal and included in the contract will be the maximum paid, unless both parties complete an amendment to the contract.

## **5. Format of Proposal**

In order to simplify the review process and to obtain the maximum degree of comparability, the proposals should include the following items and be organized in the manner specified below. Proposals that fail to include the following items, in the specified order, may be considered non-responsive.

### **a. Cover Letter**

A cover letter briefly outlining the firm’s understanding of the Hearing Officer Services requested by BRHP, as well as general information regarding the firm, should be included. The letter should clearly identify the firm’s address the telephone number, email and name of the contact person. Please also provide a statement regarding the types of corporate insurance your firm carries and the limits on each policy.

### **b. Table of Contents**

Include a table of contents that identifies the material by section and page number.

### **c. Profile of Firm Proposing**

Provide a brief overview of the firm including whether the firm is a local, national or international firm. Also provide the number of employees and number of years the firm has been in existence.

### **d. Qualifications and References**

This section may be organized as the vendor sees fit, but must include, at a minimum, the following information:

- Describe three recent projects that are similar in size and scope to the work described within this RFP.

- Include resumes and/or biographies of all key professional members who will be assigned to this engagement. Minimum education required is a bachelor's degree, advance degree preferred.
  - Key professional members must have at least three (3) years prior experience with law in some capacity such as, but not limited to, paralegal, attorney, hearing officer, arbitrator, mediator, judge or chair of judicial hearings and provide evidence of such.
- Firm must be familiar with reasonable accommodation requests, both physically and administratively.
- Describe the firm's policy on notification of changes in key personnel.
- Include three client references where the firm has executed a similar scope of services.
- Provide proof of legal and other related training, including any in-house training programs.
- Sample hearing decision letter (sensitive information redacted)

### e. Approach to Services

Please provide a narrative response that describes how the firm conducts Hearing Officer services. In particular, the response must describe how the work conducted outlined in the Scope of Work will be completed.

### f. Fees and Compensation

Please provide a narrative cost proposal based on your firm's understanding of the scope of work. The cost proposal should include hourly rates and an estimate of travel expenses based on your understanding of the scope of work. Finally, indicate the frequency and timing of the firm's billing process.

## 6. Evaluation Criteria

The proposal will be evaluated based upon the following factors:

Evaluation Factor	Maximum Points
<b>Qualifications and Experience:</b> Previous experience with similar scope of work, qualifications and knowledge of personnel who will serve as Housing Choice Voucher Hearing Officers.	<b>40</b>
<b>Approach to Scope of Work:</b> Understanding of scope of services, quality of approach to meet scope of work in specified time frames.	<b>25</b>
<b>Cost proposal</b>	<b>35</b>

## 7. Review Process

BRHP may, at its discretion, request presentations by or a meeting with any or all firms, to clarify or negotiate modifications to the firm's proposal.

However, BRHP reserves the right to make an award without further discussion of the proposals submitted. Therefore, proposals should be submitted initially on the most favorable terms, from both technical and price standpoints, that the firm can propose.

BRHP contemplates award of the contract to the responsible firm with the highest total points.

BRHP does not discriminate against any employee, applicant or sub-contractor because of race, sex, color, religion, age or national origin. BRHP takes affirmative steps to ensure that applicants are employed or sub-contracted, and that employees and sub-contractors are treated during employment or for the term of their contract, without regard to their race, sex, color, religion, age, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfers; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

## 8. Attachments

The following pages include information needed to submit the required attachments. Attachment 1 and 2 are created by the offeror. Attachments 3-7 should be completed using the documents in the pages that follow. Attachment 8 is a copy of the informal review and hearing procedures from BRHP's Administrative Plan.

1. Attachment #1: Conflict Check – In order to assist BRHP in performing a conflict check, Offeror is asked to review its client list and as part of the proposal, advise BRHP of the names of the firm's clients who might potentially or perceptually pose a conflict of interest in connection with work the firm may perform for BRHP if awarded this contract. If none are known, please state. Proposals that fail to provide a response may be removed from further review and consideration. Discovery of an undisclosed/existing conflict of interest shall be grounds for contract termination.
2. Attachment #2: Insurance Coverage – Evidence of all appropriate and applicable insurance coverage carried by the Offeror, including policy coverage periods and limits.
3. Attachment #3: Form HUD-5369-B, Instructions to Offerors – Non-Construction.
4. Attachment #4: Form HUD-5369-C, Certifications and Representations of Offerors – Non-Construction Contract.
5. Attachment #5: Form HUD-5370-C, General Conditions for Non-Construction Contracts.
6. Attachment #6: Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters.
7. Attachment #7: Conflicts Certification.

# Instructions to Offerors Non-Construction

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



- 03291 -

## 1. Preparation of Offers

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

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

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

## 2. Submission of Offers

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

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

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

## 3. Amendments to Solicitations

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

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

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

## 4. Explanation to Prospective Offerors

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

## 5. Responsibility of Prospective Contractor

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

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

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

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

## 6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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



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

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

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

#### **7. Contract Award**

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

(b) The HA may

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

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

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

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

#### **8. Service of Protest**

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

#### **9. Offer Submission**

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

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

[Describe bid or proposal preparation instructions here:]

# Certifications and Representations of Offerors Non-Construction Contract

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

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

## 1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

## 3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

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

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

#### 4. Organizational Conflicts of Interest Certification

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

- (i) Award of the contract may result in an unfair competitive advantage;
- (ii) The Contractor's objectivity in performing the contract work may be impaired; or
- (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

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

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

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

#### 5. Authorized Negotiators (RFPs only)

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

#### 6. Conflict of Interest

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

#### 7. Offeror's Signature

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

---

Signature & Date:

---

Typed or Printed Name:

---

Title:

---

# 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. 1/01/2014)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours 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. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

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

- 1) Non-construction contracts (*without* maintenance) greater than \$100,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 968.105) greater than \$2,000 but not more than \$100,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$100,000 – 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

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

### 2. Withholding of funds

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

### 3. Records

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

### 4. Apprentices and Trainees

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

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

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

## 5. Disputes concerning labor standards

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

forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD).

- (ii) The HA or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations.
- (iii) The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.

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

## 6. Contract Work Hours and Safety Standards Act

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

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

---

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

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

## **7. Subcontracts**

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

## **8. Non-Federal Prevailing Wage Rates**

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



## Baltimore Regional Housing Partnership

---

### Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (Per [48CFR 52.209-5](#))

(1) I, \_\_\_\_\_, hereby certify on behalf of \_\_\_\_\_ (insert name of Offeror/Firm) and its key principals, associates and staff, that we:

- (A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);
- (C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in Section (A) above;
- (D) Have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied;
- (E) Have not, within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency; and
- (F) Do not have an Active Exclusion on the System for Award Management (SAM).

(2) The Offeror shall provide immediate written notice to BRHP if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(3) The certification in paragraph (1) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, BRHP may terminate the contract resulting from this award for default.

(4) Where the Offeror is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this certification form.

Offeror (Firm): \_\_\_\_\_

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

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

Name:

Title:

## Guidance:

(A) Offeror's inability to certify to the items in paragraph (1)(B), (1)(C), (1)(D), and (1)(E) will not necessarily result in withholding of an award. However, this certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as required in paragraph (4) above or as requested by the Contracting Officer may render the Offeror non-responsible. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (1) above. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(B) "Principal", for the purposes of this certification, means an officer, managing member, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity.

(C) Federal taxes are considered delinquent if both of the following criteria apply: (i) the tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted. (ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

Examples. (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights. (ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights. (iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment. (iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).





### CONFLICTS CERTIFICATION

The Contractor certifies that neither it nor any of its subcontractors include any person who has an interest, direct or indirect, in this proposed contract and who during his or her tenure, or for one (1) year thereafter, is:

- a) A present or former member or officer of the BRHP's Board of Directors or any member of a director's immediate family.
- b) Any BRHP employee who formulates policy or who influences decisions with respect to BRHP project(s) that are connected to this proposed contract, or any member of the employee's immediate family, or the employee's partner.
- c) Any public official, member of the local governing body, or State or local legislator, or any member of such individuals' immediate family.
- d) A member of or delegate to the Congress of the United States of America or a resident Commissioner (defined as an individual appointed to oversee a territory or possession of the United States of America, such as Guam).

NOTE: "Immediate family" member means the spouse, mother, father, brother, sister, or child of a covered class member whether related as a full blood relative, or as a "half or "step" relative (e.g., half-brother or stepchild).

Offeror (Firm): \_\_\_\_\_

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

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

Name:

Title:

# Attachment 9 Informal Review and Hearing Policy - Draft

## INFORMAL REVIEWS

Applicants will receive written notice notifying them that they have been denied from the Program and the reason(s) why. The notice will also advise the applicants of their right to an informal review. An applicant must request an informal review in writing within 14 calendar days of the date of the denial notice.

An informal review will be scheduled in a reasonable amount of time from the date of the request from the applicant. If the applicant does not request a review in accordance with the policy, then the disposition of the denial will become final.

Upon the written request of the applicant or BRHP, the review may be postponed and rescheduled to the next available regularly scheduled review date. A review may be postponed once. If the applicant fails to appear at the second scheduled review, the disposition of the denial will become final. An applicant may request an informal review for the following determinations:

- Denial of eligibility
- Listing on the waiting list maintained by BRHP
- Issuance of a Voucher
- Participation in any of the components of the Baltimore Housing Mobility Program
- Denial of a hardship exception requested by a family in the second year of participation due to a change in circumstances necessitating relocation to a non-opportunity area.

Informal reviews will not be granted to applicants who dispute the following actions:

- Denial of a preference
- The number of bedrooms entered on the Voucher
- A determination that a unit does not meet or comply with Housing Quality Standards
- A determination that a proposed lease is unacceptable
- A decision not to approve a request for an extension of the term of the Voucher
- General policy issues or class grievances

Any informal reviews requested as a result of a denial of participation by BRHP on the basis that the family's name is not included in the documentation provided for the eligibility/preference category claimed by the family will be conducted by BRHP.

## INFORMAL HEARINGS

Participants will receive a written notice notifying them that they will be terminated from the Baltimore Housing Mobility Program and the reason(s) why. The notice will also advise the participant of their right to an informal hearing, and that the participant must request the informal hearing in writing within 14 calendar days of the date of the termination notice, and where the notice should be sent.

An informal hearing will be scheduled in a reasonable amount of time from the date of the request for an informal hearing. If the participant does not request a hearing in accordance with the policy, then the disposition of the termination will become final.

Upon the written request of the participant or BRHP, the hearing may be postponed and rescheduled to the next available regularly scheduled hearing date. A hearing may be postponed once. If the participant fails to appear at the second scheduled hearing, the disposition of the Termination will become final.

Families will be provided an opportunity for an Informal Hearing to consider decisions with respect to the family's individual circumstance, in the following situations:

- Determination of the family's annual or adjusted income, and the use of such income to compute the housing assistance payment.
- Determination of the appropriate utility allowance (if any) for tenant paid utilities from BRHP's utility allowance schedule.
- Determination of the family unit size under the PHA subsidy standards.
- Determination that a program family is residing in a unit with a larger number of bedrooms than appropriate for the family unit size under the PHA subsidy standards, or BRHP's determination to deny the family request for an exception from the standards.
- Determination to terminate or deny assistance for a participant family because of the family's action or failure to act.
- Determination to terminate assistance because the participant family has been absent from the assisted unit for longer than the maximum period permitted under BRHP policy and HUD rules.

An opportunity for an Informal Hearing is not required for the following decisions:

- Discretionary administrative determinations, general policy issues, or class grievances.
- Determination that an assisted housing unit does not meet program HQS, has not been maintained by the owner to those same standards, in order to meet decent, safe, and sanitary guideline interpretations. This provision includes consideration for changes in family composition.
- A determination to exercise or not to exercise any right or remedy against the landlord under the provisions of the HAP contract including the termination of the HAP.
- Determination not to extend or suspend the term of the voucher.
- Establishment of BRHP schedule of utility allowances for families in the program.
- Determination not to approve a unit or lease.

- Determination of the number of bedrooms stipulated on the voucher.

#### CONDUCTING THE REVIEW/HEARING

The review/hearing will be conducted by a person designated by BRHP (Review/Hearing Officer), who did not make the initial decision to deny the applicant or cancel the participant, or is not the subordinate of that person.

During the review/hearing, BRHP and the applicant/participant may have present all witnesses and potential witnesses in the matter, and those persons shall be permitted to observe the entire hearing. The applicant/participant will be afforded a fair review/hearing provided the basic safeguards of due process, which shall include:

- The opportunity to examine before the review/hearing, and at the expense of the applicant/participant, to copy all documents, records and regulations of BRHP that are relevant to the review/hearing. Any document not so made available after the request of the applicant/participant will not be relied on by BRHP at the review/hearing.
- The right to be represented by counsel or other person selected as a representative.
- The right to a private review/hearing unless the applicant/participant requests a public review/hearing.
- BRHP and the applicant/family have the right to present evidence and arguments in support of their positions; to controvert evidence relied on by the other party; and to cross examine all witnesses on whose testimony or information they rely.
- A decision based solely and exclusively upon the facts presented at the review/hearing.
- Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.
- The applicant/participant must give BRHP the opportunity to examine, at BRHP offices, before the review/hearing, any applicant/participant documents that are directly related to the review/hearing. BRHP must be allowed to copy any such documents. If the applicant/participant does not make the document available to BRHP upon request, the applicant/participant may not rely on that document in the review/hearing.
- The Review/Hearing Officer will consider only those issues presented in the original notice, and will not consider new issues or evidence of which the participant had no notice.

The Review/Hearing Officer will, within ten working days, give a final written decision to the applicant/participant and BRHP stating briefly the reasons for the decision. Factual determinations relating to the individual circumstances of the family shall be based on a preponderance of the evidence presented at the review/hearing. The decision will be mailed to the applicant/participant at the address the applicant/participant has on file with BRHP.

If the applicant/participant or BRHP fails to appear at the scheduled review/hearing, the Review/Hearing Officer may make a determination that the party has waived his right to

a hearing. Both BRHP and the applicant/participant shall be notified in writing of the determination by the Review/Hearing Officer.

The review/hearing will be conducted informally by the Review/Hearing Officer. The Review/Hearing Officer shall require BRHP, the applicant/participant, counsel, and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the Review/Hearing Officer to maintain order may result in exclusion from the proceedings or in a decision adverse to the interest of the disorderly party and granting or denial of the relief sought, as appropriate.

#### APPLICABILITY OF REVIEW/HEARING DECISION

BRHP is not bound by an Informal Review or a Hearing decision concerning:

- A matter for which BRHP is not required to provide an opportunity for an informal review/hearing.
- A matter that exceeds the authority of the person conducting the review/hearing under these hearing procedures.
- A determination that is contrary to HUD regulations, requirements, and state, federal or local law.

If BRHP should determine it is not bound by such a review/hearing decision, it will promptly notify the family of the decision in writing and of the reasons for the determination. In these cases, BRHP may allow the family the opportunity to request another review/hearing.