HOUSING AUTHORITY OF JEFFERSON PARISH
PLUMBING REPAIR SERVICES
REQUEST FOR QUOTES# 21-02

1718 BETTY ST.
MARRERO, LA 70072
PHONE: (504) 347-4381
FAX: (504) 347-9692
DATE: FRIDAY, JULY 2, 2021

COMPANY NAME: _____

ADDRESS: _____

CONTACT: _____

PHONE#_____ FAX#_____ EMAIL:_____

CONTRACTING OFFICER: TERI ROUZAN

QUOTE DUE BY: MONDAY, JULY 26, 2021 @4:00 P.M.

The Housing Authority of Jefferson Parish (HAJP) requesting quotes from contractors who are licensed under State of Louisiana Contractors License Law La. R.S. 37:2150-2192 with a classification in Plumbing. The scope of services includes diagnostic inspections and repairs for approximately one hundred and fifty (150) residences located within the Acre Road Housing Development. It is anticipated that one or more contracts may be awarded pursuant to this request, whereby task order(s) for services will be issued.

The price for each task order will be determined by the Scope of Work defined in the task order and will be calculated using the contractor's hourly rates. Upon receipt of a Task Order, the Contractor shall provide all management, work materials, supplies, transportation, plant, supervision, labor, and equipment needed to perform repairs for approximately one hundred and fifty (150) residences located within the Acre Road Housing Development.

The contract(s) resulting from this RFQ shall be time and materials type contracts that provide for payment of direct labor hours at fixed hourly rates, and materials at cost, plus handling.

SPECIAL INSTRUCTIONS:

1. All quotes and required submittal documents shall be delivered, in accordance with the Instructions to Bidders and Supplemental Instructions to Bidders contained herein.
2. All quotes are subject to form HUD-5370-EZ and Supplemental Conditions.
3. Refer to the Index of Submittal Documents for a list of required documents.
4. All requests for information should be submitted in writing pursuant to the Supplemental Instructions to Bidders.
5. All questions are to be submitted in writing to Teri Rouzan, Interim Executive Director, at trouzan@hajp.org by the date and time indicated in the Supplemental Instructions contained in this Request for Quotes.

QUOTE SUBMITTED AND AUTHORIZED BY:

_____ON,_____2021

THIS IS NOT AN ORDER REQUEST

HAJP reserves the right to execute a Contract/Purchase Order with the responsible individual(s), firm(s), or organization(s), which provide the greatest benefit to this agency, not necessarily the lowest price.

HOUSING AUTHORITY OF JEFFERSON PARISH
PLUMBING REPAIR SERVICES
REQUEST FOR QUOTES# 21-02

INDEX OF SUBMITTAL DOCUMENTS

The Index of Submittal Documents is provided to assist prospective bidders in completing a responsive bid. The Index of Documents contains a listing of all required bid submittal items.

Please review this table, and submit with your quote all documents that are checked as a "Required Submittal". The bid form must be signed and properly executed.

DOCUMENT	REQUIRED SUBMITTAL	SIGNATURE REQUIRED	NOTARY/ CORPOATE SEAL REQUIRED
QUOTE FORM (pgs. 12-14)	√		
HUD FORM 5369-C CERTIFICATIONS AND REPRESENTATIONS OF OFFERORS - NON-CONSTRUCTION	√	√	
CONTRACTOR'S SUMMARY SHEET	√	√	
CERTIFICATION OF CONTRACTOR NON-EXCLUSION	√	√	
NON-COLLUSIVE AFFIDAVIT	√	√	√
STATEMENT OF BIDDERS QUALIFICATIONS	√	√	
EMPLOYEE VERIFICATION AFFIDAVIT	√	√	√

NOTE: ALL SUBMITTAL DOCUMENTS ARE REQUIRED BY THE DUE DATE AND TIME

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:]

HOUSING AUTHORITY OF JEFFERSON PARISH
HVAC REPAIR SERVICES
REQUEST FOR QUOTES# 21-01

SUPPLEMENTAL INSTRUCTIONS TO OFFERORS

The following supplements the "Instructions to Offerors Non-Construction" form HUD-5369-B.

Item #1: Modify Clause 1 - Preparation of Offers

1. Add the following subparagraph to paragraph (b):

   (i) The Cost Proposal Form and each supplemental form that requires signatures must bear an original signature.

2. Add the following as an additional paragraph (c):

The successful Offeror(s) shall be properly licensed in the state of Louisiana to perform the scope of services outlined in this RFQ. The successful Offeror(s) shall comply with all federal, state and local laws, ordinances, codes, rules and regulations that may in any way affect the delivery of contract services.

Item #2: Modify Clause 2 - Submission of Offers

1. Add the following to paragraph:

   Offerors shall furnish those documents delineated as Required Submittals in the RFQ documents on the due date and time and/or listed in the "Index of Submittal Documents" page contained herein.

2. Add the following paragraph to (a):

Deliver five (5) complete sets to the Interim Executive Director, Teri Rouzan, no later than **4:00 p.m** on **Monday, July 26, 2021** at the following address:

Housing Authority of Jefferson Parish
1718 Betty St.
Marrero, Louisiana 70072

Item #3: Clause 3 - Amendments to Solicitations

1. Add paragraph (c) to read as follows:

Amendments must be acknowledged in the space provided on the Quote Form. All Amendments to Request for Quotes will be on file in the office of the Housing Authority of Jefferson Parish at least 24 hours before the date and time proposals are due.

Item #4: Modify Clause 4 - Explanation to Prospective Offerers

1. Modify paragraph to read as follows Add the following paragraph

(1) All requests/explanations shall be forwarded in writing at least three (3) business days before offer due date and time to:

Attn: Teri Rouzan

Housing Authority of Jefferson Parish
1718 Betty Street, Marrero, Louisiana 70072
Email – trouzan@hajp.org

Item #5: Modify Clause 5 - Responsibility of Prospective Contractor

1. Modify paragraph (a) to read as follows:

The HA will award contracts only to responsible prospective Contractors who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of a bidder, the HA will consider such matters as the bidder's:

(1) Integrity
(2) Compliance with public Policy
(3) Record of past performance
(4) Financial and technical resources (including construction and technical equip.)
(5) Related project experience
(6) Skill
(7) Business judgment
(8) Reputation
(9) Quality of previous work on contracts

Additionally, a conviction of or plea of guilty or no contest to the following state crimes or equivalent federal crimes shall permanently bar any person or the bidding entity from bidding on public projects:

(a) Public bribery
(b) Corrupt Influencing
(c) Extortion
(d) Money laundering

A conviction of or plea of guilty or no contest to the following state crimes or equivalent federal crimes shall bar any person or the bidding entity from bidding on public projects for a period of five years from the date of conviction or from the date of the entrance of the plea of guilty or no contest:

(a) Theft
(b) Identity theft
(c) Theft of a business record
(d) False accounting
(e) Issuing worthless checks
(f) Bank fraud
(g) Forgery
(h) Contractors; misapplication of payments
(i) Malfeasance in office

Before a quote is considered for award, the apparent lowest, responsive Offeror(s) may be requested by the HA to submit a statement or other documentation regarding any of the items in paragraph (a) above. Other documentation shall include, but not be limited to:

1) Sample Representations and Warranties as to Sales Tax on Applicable Materials and Equipment
2) Designation of Construction Contractor as Agent of a Governmental Entity Sales Tax Exemption Certificate

Failure by any Offeror to provide such additional information within the timeframe designated by HAJP will render the Offeror(s) non-responsive and ineligible for contract award. At that time, the next lowest Offeror(s) will be determined to be the Offeror(s) with the lowest quote and will be requested to comply with the procedures set forth herein.

[THIS SECTION LEFT BLANK INTENTIONALLY]

HOUSING AUTHORITY OF JEFFERSON PARISH
PLUMBING REPAIR SERVICES
REQUEST FOR QUOTES# 21-02

SCOPE OF SERVICES

PART I - GENERAL BACKGROUND INFORMATION

1.1 Introduction/Background Information

In accordance with its Procurement Policy, HAJP is seeking quotes from contractors who are licensed under State of Louisiana Contractors License Law La. R.S. 37:2150-2192 with a classification in Plumbing. Services include diagnostic inspections and repairs or replacement for approximately one hundred and fifty (150) residences located within the Acre Road Housing Development. It is anticipated that one or more contracts may be awarded pursuant to this Request for Quotes (RFQ).

The plumbing systems located in various residences within the Acre Road Housing Development are not properly functioning. As such, HAJP must take measures to repair and/or replace these systems to ensure the health, safety and welfare of our residents.

The contract(s) resulting from this RFQ shall be time and materials type contracts that provide for payment of direct labor hours at fixed hourly rates, and materials at cost, plus handling. Thecontract(s) shall be structured as an indefinite quantity type contract(s), where separate Task Orders for the required services will be issued as the need arises. HAJP reserves the right to assign work under this contract in accordance with its needs to the contractor(s) who it believes will provide the most benefit to the HAJP.

PART II - SCOPE OF SERVICES

The contractor(s) shall provide sufficient management staff, and personnel with the technical skills and judgment necessary to perform all the duties and responsibilities to perform diagnostic inspections, and repairs for approximately one hundred and fifty (150) residences located within the Acre Road Housing Development as described in the Scope of Services.

The Contractor shall provide HAJP with a fixed hourly rate for maintenance repairs performed during normal business hours (Monday - Friday 8:00 a.m. to 5:00 p.m.), after normal business hours (Monday - Friday 5:00 p.m. to 8:00 a.m.), and Saturdays, Sundays and Holidays. The work performed pursuant to the Scope of Services shall be performed in accordance with all applicable Federal, State, and local codes, regulations and standards.

The Contractor shall provide plumbing services/repairs upon issuance of a Task Order by HAJP.

Services required are as follows:

A. BASIC AND REQUIRED SERVICES

Upon an initial call to the site, the Contractor shall inspect the plumbing issue(s) and submit in writing to HAJP on its company letterhead an Initial Diagnostic Inspection (Contractor's formal quote for services). The inspection shall include a service/repair plan of action. Upon receipt, HAJP shall prepare and issue a Task Order to be fully executed by the Contractor and HAJP initiating the start of work. Upon receipt of the Task Order, the Contractor shall dispatch a technician to the unit location, and begin service/repairs based on the required Response Time described therein. The Contractor/Technician shall contact the HAJP representative when in route to the unit location to provide an estimated time of arrival.

Task Orders for services shall be performed at the contractors' hourly rates (materials at cost plus handling), which will establish a fixed price for each Task Order.

The Contractor/Technician shall perform plumbing services, which shall include but may not be limited to the following:

1. Thoroughly inspect and provide diagnostic analysis of the plumbing system in an effort to determine the source of the malfunction.

2. Performance of services:

Have the necessary equipment to perform videotaping of sewer and drain lines, locating underground sewer and drain lines, hydrojetting and pumping out sewer and drain lines.

Identify and perform basic and major repairs of plumbing leaks or breaks; solder and braze copper lines; open clogged lines and drains; replace washers, gaskets and minor parts.

Repair drain lines, vent piping, potable water lines, and gas piping.

Repair and/or replace fixtures – toilets, wax rings, seals, faucets, sinks, Sloan valves, or their internal parts.

Upon completion of the Task Order for service/repair, the Contractor shall:

1. Thoroughly clean the service area and *remove* all trash generated by the work performed. Work area is to be left in a condition equal to or better than it was prior to the start of work.

2. Remove and dispose of trash off-site, in accordance with the required disposal method. The Contractor shall not use or dispose of trash in receptacles on site.

3. Inform on site HAJP personnel when leaving the site.

B. RESPONSE TIME FOR HVAC SERVICES

- **Emergency Repairs - Essential** - Emergency service to a plumbing system is deemed "essential" when a system has failed and hazardous conditions arise that pose a threat to life/health/safety of resident(s). Upon receipt of a request to perform an Initial Diagnostic Inspection, the Contractor shall respond and conduct the on-site inspection within 48-72 hours (during normal regular business hours). The Contractor must submit a written cost to complete the work in accordance with the fixed hourly rates established in their cost proposal. The Contractor shall

complete the repair services within 24-48 hours upon issuance of a Task Order fully executed by HAJP.

- HAJP must be notified within 24 hours if there are extenuating circumstances that prevent the Contractor from completing the emergency repairs within the established timeframe.

- **Routine Repairs** - Services to plumbing systems are deemed "routine" when there is no threat to life/health/safety of resident(s). Upon receipt of a request to perform an Initial Diagnostic Inspection, the Contractor shall respond and conduct the on-site inspection within two (2) days (during normal regular business hours). The Contractor must submit a written cost to complete the work in accordance with the fixed hourly rates established in their cost proposal. The Contractor shall complete the repair services within *five* (5) calendar days upon issuance of a Task Order fully executed by HAJP.

- HAJP must be notified within 24 hours if there are extenuating circumstances that prevent the Contractor from completing the routine repairs within the established timeframe.

An HAJP representative will classify the repair services based on the Initial Diagnostic Inspection. The Contractor will receive Task Orders, via email, for services to be performed at the contractors' hourly rates (materials at cost plus handling), which will establish a fixed price for each Task Order.

C. CONTRACTOR RESPONSIBILITIES

The Contractor shall:

1. Protect all adjacent facilities, utilities, site improvement, landscaping, fixtures,furnishings and finishes from damages and repair any and all damages resulting from the performance of its activities

2. Provide proper supervision for all field operations

3. Wear company uniforms and carry visible identification cards when working at HAJP property.

4. Check-in and out with on-site HAJP personnel for each visit to a residence prior to beginning the work, and at the conclusion of services.

D. REPORT

1. The Contractor shall submit to HAJP a detailed report, as part of the Initial Diagnostic Inspection (Contractor's formal quote for services) for each Task Order issued. The report may be in the Contractor's standard format, provided that the following information is included at a minimum:

    a. Date & time of fully executed Task Order issuance

    b. Date, start & time of completion for the initial diagnostic assessment; and performance of work. [Failure to include the "start" and "completion" time may result in a maximum approval of two (2) hours.]

c. Address of the residence where the initial inspection and work was performed

d. Detailed description of the cause of the problem, and the work performed

e. Detailed breakdown of costs, (hourly rates + materials and handling)

f. Completion of work signature line for HAJP Personnel (indicates that the work was performed)

g. Completion of work signature line for Contractor/Technician (indicates that the work was performed).

NOTE: *The Report must be submitted to HAJP within three (3) business days of completion of the Initial Diagnostic Inspection, and performance of the service/repair work.*

END OF SCOPE OF SERVICES

HOUSING AUTHORITY OF JEFFERSON PARISH
PLUMBING REPAIR SERVICES
REQUEST FOR QUOTES# 21-02

QUOTE FORM

PROJECT IDENTIFICATION: **Plumbing Repairs to Residences at Acre Road Development**

Request for Quote# 21-02

Monday, July 26, 2021@ 4:00 p.m.

THIS QUOTE IS SUBMITTED TO:	**HOUSING AUTHORITY OF JEFFERSON PARISH** **ATTN: TERI ROUZAN** **1718 Betty Street** **Marrero, LA 70072**

QUOTE FROM: _____

(OFFEROR'S NAME)

By: _____

(SIGNATURE)

_____

(STREET ADDRESS)

_____

(CITY, STATE, ZIP)

The undersigned **OFFEROR** agrees, if this Quote is accepted, to enter into an agreement with the **OWNER,** in the form provided by **OWNER,** to perform and furnish the Work as specified or indicated herein for the price indicated in this Quote and in accordance with the other terms and conditions of the Contract Documents.

In submitting this Quote, **OFFEROR** declares and represents that:

The Owner has the right to reject this offer for just cause and to waive any informalities in the submission process if it be in the public interest to do so;
OFFEROR will sign and submit the Contract Agreement within 3 working days after presentation thereof by the Owner;
OFFEROR has visited the site and become familiar with the general, local, and siteconditions;
OFFEROR has examined copies of all the Quote Documents;
OFFEROR is familiar with federal, state, and local laws and regulations;
OFFEROR has attached and made a condition of this quote all of the required SubmittalForms, which are listed on the Index of Documents page.
OFFEROR has received the following Addenda receipt of which is hereby acknowledged (if applicable);

Addendum Number:_____ Date Received: _____

OFFEROR agrees to complete the work within the number of calendar days specified in each TaskOrder.

The Contractor shall provide sufficient management staff, and personnel with the technicalskills and judgment necessary to perform all the duties and responsibilities associated with providing diagnostic inspections and repairs for approximately one hundred and fifty (150) residences located in the Acre Road Housing Development.

Direct labor hour costs shall include wages, overhead, profit, labor burden and general administrative costs incidental to the performance of the Work. Materials will be paid at cost, plus handling upon submission of an approved invoice.

Initial Diagnostic Inspection Cost- Lump sum cost for each site visit $_____

Services/Repairs shall be performed at the hourly rates listed below:
Normal Business Hours (Monday - Friday 8:00 a.m. to 5:00 p.m.):

Contractor/Technician	$ /hour
Apprentice	$ /hour
Laborer	$ /hour

After Business Hours (Monday - Friday 5:00 p.m. to 8:00 a.m.); and Weekends & Holiday Hours:

Contractor/Technician	$ /hour
Apprentice	$ /hour
Laborer	$ /hour

_____
(Company Name)

BY:_____
(Signature)

_____ _____
(Printed Name/Title) (Date)

If this Quote is submitted by a joint venture, each business shall provide the informationrequested below.

Under penalties of perjury, as prescribed in 18 U.S.C. 1001, the undersigned certifies that the statements set forth in this bid are true and correct.

(Offeror's Name)

(Louisiana Contractor's License Number)

By:._____

(Printed or Typed Name)

Title:_____

Date:_____

(If a Corporation, President or Vice-President should sign; If a Partnership, a Partner shouldsign. If some other Officer signs, evidence of authority must be submitted.)

Address:_____

City, State, Zip:_____

Fax No.:._____

Telephone No.:_____

Taxpayer I.D. No.:._____

Date Contractor Signed:._____

Certifications and Representations of Offerors
Non-Construction Contract

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

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

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offerors 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)

☐ Black Americans ☐ Asian Pacific Americans
☐ Hispanic Americans ☐ Asian Indian Americans
☐ Native Americans ☐ 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)(l) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(l) through (a)(3) above (insert full name of person(s) in the bidder/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)(l) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(I) 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:

HOUSING AUTHORITY OF JEFFERSON PARISH
PLUMBING REPAIR SERVICES
REQUEST FOR QUOTES# 21-02

CERTIFICATION OF CONTRACTOR NON-EXCLUSION

This certification applies to a sole proprietor or any bidding entity or any individual partner, incorporator, director, manager, officer, organizer, or member, who has at least 10% ownership in the bidding entity, for consideration for award of contracts, in accordance with LA R.S. 38:2227.

A conviction of or plea of guilty or no contest to the following state crimes or equivalent federal crimes shall permanently bar any person or the bidding entity from bidding on public projects:

(a) Public bribery
(b) Corrupt Influencing
(c) Extortion
(d) Money laundering

A conviction of or pfea of guilty or no contest to the following state crimes or equivalent federal crimes shall bar any person or the bidding entity from bidding on public projects for a period of five years from the date of conviction or from the date of the entrance of the plea of guilty or no contest:

(a) Theft
(b) Identity theft
(c) Theft of a business record
(d) False accounting
(e) Issuing worthless checks
(f) Bank fraud
(g) Forgery
(h) Contractors; misapplication of payments
(i) Malfeasance in office

The five-year prohibition shall apply only if the crime was committed during the solicitation or execution of a contract or bid awarded pursuant to the provisions of LA R.S. Title 38, Chapter 10 - Public Contracts.

Should information be discovered about a bidding entity that would be cause for debarment, suspension, exclusion, or determination of ineligibility for award of a contract, HANO shall report and submit supporting documentation to the applicable regulatory agency.

I hereby attest that I have not been convicted of, or have not entered a plea of guilty or nolo contender to any of the crimes listed above or equivalent crimes.

_____ _____
(Print) (Date)

_____
(Signature)

HOUSING AUTHORITY OF JEFFERSON PARISH
PLUMBING REPAIR SERVICES
REQUEST FOR QUOTES# 21-02

NON-COLLUSIVE AFFIDAVIT

(Prime Offeror)

State of _____

City/Parish of_____

_____Being duly sworn deposes andsays:
(Name)

That he/she is: _____
(A partner or officer of the firm of, etc.)

The party making the foregoing Proposal/Quote/Bid, affirms that such Proposal/Quote/Bid is genuine and not collusive or sham: that said **OFFEROR** has not colluded, conspired, connived or agreed, directly or indirectly with any **OFFEROR** or other person, to put in a sham Proposal/Quote/Bid, or to refrain from proposing/quoting/bidding, and has not in any manner, directly or indirectly, sought by agreement, collusion, communication or conference with any person, to fix the Proposal/Quote/Bid price for affiant or any other **OFFEROR,** or to fix any overhead, profit or cost element of said Proposal/Quote/Bid price, for affiant or that of any other **OFFEROR,** or to secure any advantage against the Housing Authority of New Orleans, or to secure any personal interest in the proposed contract(s), and that all statements in said Proposal/Quote/Bid aretrue.

Signature of

_____
Bidder, if the Offeror is an individual

_____
Partner, if the Offeror is a partnership

_____
Officer, if the Offeror is a corporation

Subscribed and sworn to before me

This _____day of _____,20____

_____
Notary Public

My Commission Expires_____

HOUSING AUTHORITY OF JEFFERSON PARISH
PLUMBING REPAIR SERVICES
REQUEST FOR QUOTES# 21-02

STATEMENT OF BIDDER'S QUALIFICATIONS

Each business of a joint venture must submit this form. Complete all blanks by entering the requested information or **"NA" if** it is not applicable to your business.

BUSINESS NAME:		
AVG.ANNUALSALES(LAST 3 YEARS):	CURRENT NET WORTH:	DATE BUSINESS STARTED:
PARENT COMPANY (IF AFFILIATE):		PREVIOUS BUSINESS NAME:

OFFICERS, OWNERS, OR PARTNERS

NAME	OFFICIAL CAPACITY

PERSONS AUTHORIZED TO SIGN OFFERS AND CONTRACTS IN COMPANY NAME

NAME	OFFICIAL CAPACITY

BANK REFERENCE

BANK NAME:	ADDRESS:
CONTACT PERSON:	TELEPHONE NO.:

STATEMENT OF BIDDER'S QUALIFICATIONS (CONT.) QUALITY ASSURANCE

	YES	NO
A. Has the Bidder successfully completed three similar projects within the past five years?		
B. Over the past five years, has the Bidder completed all of their projects within the contract time frame and budget?		
C. Over the past five years, has the Bidder ever been Terminated for Default by any public entity?		
D. Over the past five years, has the Bidder ever been issued a finding of non-compliance by HAJP relative to DBE, WBE and Section 3 Employment and Contracting?		
E. Over the past five years, has the Bidder ever been issued a finding of non-compliance relative to Davis BaconWage Requirements?		

BUSINESS REFERENCES (Provide three existing or completed work activities by your business which are similar to or support your ability to successfully complete the scope of work.) Please attach additional pages **if** additional space **is** needed.

AGENCY/COMPANY NAME:	ACTIVITY:	DOLLAR AMOUNT:
DATE COMPLETED:	CONTACT PERSON:	TELEPHONE NO.:
AGENCY/COMPANY NAME:	ACTIVITY:	DOLLAR AMOUNT:
DATE COMPLETED:	CONTACT PERSON:	TELEPHONE NO.:
AGENCY/COMPANY NAME:	ACTIVITY:	DOLLAR AMOUNT:
DATE COMPLETED:	CONTACT PERSON:	TELEPHONE NO:

The undersigned covenants and agrees to provide the Housing Authority of New Orleans current, complete, and accurate information regarding their business' status. The undersigned further agrees to permit examination of books, records, and files by authorized representatives of the Housing Authority of New Orleans or the U.S. Department of Housing and Urban Development. Any material misrepresentation may be grounds for terminating any contract which may be awarded and for initiating action under federal or state laws concerning false statements.

SIGNATURE OF PRINCIPAL:	PRINTED NAME OF PRINCIPAL:	DATE SIGNED:

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Office of Labor Relations
OMB Approval No. 2577-0157 (exp. 3/31/2020)

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-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

1) **Non-construction contracts** (*without* maintenance) **greater than $105,000 - use Section I;**
2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) **greater than $2,000 but not more than $150,000 - use Section II;** and
3) **Maintenance contracts** (including nonroutine maintenance), **greater than $150,000 – use Sections I and II.**

Section I - Clauses for All Non-Construction Contracts greater than $150,000

1. Definitions

The following definitions are applicable to this contract:

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

2. Changes

(a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
(b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
(c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a proposal submitted before final payment of the contract.
(d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
(e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

3. Termination for Convenience and Default

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

4. Examination and Retention of Contractor's Records

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

(b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding $10,000.
(c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
(i) appeals under the clause titled Disputes;
(ii) litigation or settlement of claims arising from the performance of this contract; or,
(iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

5. Rights in Data (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

6. Energy Efficiency

The contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

7. Disputes

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

8. Contract Termination; Debarment

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

9. Assignment of Contract

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

10. Certificate and Release

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

11. Organizational Conflicts of Interest

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

12. Inspection and Acceptance

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

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

(b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.

(c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

13. Interest of Members of Congress

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

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

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

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

(i) The awarding of any Federal contract;

(ii) The making of any Federal grant;

(iii) The making of any Federal loan;

(iv) The entering into of any cooperative agreement; and,

(v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

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

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

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

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

(i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;

(ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;

(iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,

(iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

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

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

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

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

(b) Prohibition.

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

(ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

16. Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

(a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

(b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.

(c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

(i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

17. Dissemination or Disclosure of Information

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

18. Contractor's Status

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

19. Other Contractors

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

20. Liens

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

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

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

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

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

apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

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

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

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

22. Procurement of Recovered Materials

(a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

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

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. 3/31/2020)

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. 20410-5000, 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 905.200) 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

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.

HOUSING AUTHORITY OF JEFFERSON PARISH
PLUMBING REPAIR SERVICES
REQUEST FOR QUOTES# 21-02

SUPPLEMENTAL CONDITIONS

The following supplements the "General Conditions of the Contract for Non-Construction Contracts," form HUD-5370-C, Sections I and II.

Contract Type/Contract Price

It is anticipated that one or more contracts may be awarded pursuant to this Request for Quotes. It is anticipated that the contract(s) resulting from this RFQ shall be time and materials type contract(s) that provide for payment of direct labor hours at fixed hourly rates, and material at cost plus handling. The contract(s) awarded shall be structured as indefinite quantity type contract(s), where separate Task Orders for the required services will be issued as the need arises on an on call basis.

All Work performed under the Contract(s) shall be in the cumulative not-to-exceed amount of $120,000. HAJP reserves the right to assign Work under this Contract, in accordance with its needs, to the Contractor(s) whom it believes will provide the most benefit to the Authority.

Costs for services shall be stated in hourly rates as specified on the Quote Form contained in this RFQ.

Term of Contract

The Contract(s) shall be for a period beginning upon execution of a contract through December 31, 2021. After the initial contract period, HAJP may exercise an option to extend the contract for six (6) additional months. If an option is exercised and the cumulative amount of the Contract meets or exceeds the Small Purchase Threshold amount of $50,000.00, approval of the option(s) must be requested of HAJP's Board of Commissioners prior to execution of the Amendment to extend. The option shall only be exercised if the Contractor has satisfactorily performed under the Contract. The Contract extension will not be automatic but must be approved by HAJP. Cost for services provided during each option period may be negotiated prior to execution of the contract extension.

Insurance

Prior to commencement of the Contract resulting from this solicitation, the Contractor shall procure and maintain at all times and at Contractor's own expense, the types of insurance specified below. The insurance carriers used by the Contractor must be authorized to do business in the State of Louisiana, and the insurance provided shall cover all operations under the contract, whether performed by the Contractor or by subcontractors. Evidence of insurance shall be provided by a producer using insurance companies with a minimum A- rating.

Worker's Compensation

Minimum Commercial General Liability Insurance of $500,000 Bodily Injury and $500,000 Property Damage to protect the Contractor and the Housing Authority

Minimum 500,000 Automobile Liability

The Contractor(s) shall be required to furnish the HAJP the original Certificates of Insurance evidencing the required coverage to be in force on the date of the Contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverage has an expiration or renewal date occurring during the term of this Contract or extensions thereof. The receipt of any certificate does not constitute agreement by HAJP that the insurance requirements in the Contract have been fully met, or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The insurance policies shall provide for thirty (30) days prior written notice to be given to HAJP in the event coverage is substantially decreased, canceled or non-renewed.

The Contractor(s) shall require all subcontractors to carry the insurance required herein, or the Contractor(s) may provide the coverage for any or all subcontractors, and, if so, the evidence of insurance submitted shall so stipulate.

The Contractor(s) agree and shall require each subcontractor to agree that insurers shall waive their rights of subrogation against the HAJP.

The Contractor expressly understands and agrees that any insurance or self-insurance programs maintained by the HAJP shall apply in excess of, and not contribute to insurance provided by the Contractor(s) under the Contract.

Termination for Convenience and Default

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

Organizational Conflicts of Interest

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this Contract and a Contractor's organizational, financial, contractual or other interests are such that: (i) Award of the Contract may result in an unfair competitive advantage; or (ii) The Contractor's objectivity in performing the Contract Work may be impaired. (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this Contract or any task/delivery order under the Contract, he or she shall

make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the Contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA. (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the Contract for default. (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the Work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

Indemnification

The successful Offeror will be required to protect, defend, indemnify, keep, save, and hold HAJP, its officers, officials, employees and agents free and harmless from and against any and all liabilities, losses, penalties, damages, settlements, environmental liability, costs, charges, professional fees or other expenses or liabilities of every kind, nature and character arising out of or relating to any and all claims, liens, demands obligations, actions, suits, judgments or settlements, proceedings or causes of action of every kind, nature and character (collectively, "claims") in connection with or arising directly or indirectly out of the acts or omissions and/or the performance thereof by the successful Respondent, its officers, officials, agents, employees, and subcontractors, including, but not limited to, the enforcement of the indemnification provision. The successful Respondent will be further required to investigate, handle, respond to, provide defense for and defend all suits for any and all claims, at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims are considered groundless, false or fraudulent.

HAJP will have the right, at its option and at its expense, to participate in the defense of any suit, without relieving the successful Respondent of any of its obligations under this indemnity provision. The indemnities to be set forth in the contract resulting from this RFQ will survive the expiration or termination of that contract.

Rules, Regulations, and Licensing Requirements

The successful Offeror shall possess all of the required State and Local licenses and certifications required to perform work of the type required by this contract in Jefferson Parish. In addition, the Offeror shall comply with all laws, ordinances and regulations applicable to the services contemplated herein. Offerors are presumed to be familiar with all federal, state and local laws, ordinances, codes, rules and regulations that may in any way affect the delivery of services.

Public Access to Procurement Information/Confidentiality

All information submitted in response to a solicitation issued by the HAJP shall remain confidential until after final approval by HAJP's Board of Commissioners and/or the United States Department of Housing and Urban Development (HUD). HAJP's policy regarding public access is in strict accordance with the guidelines set forth in its Procurement Policy, Section 5.3.4, HUD Handbook 7460.8 REV 2, Section 1.6, Public Access to Procurement Information and Section 7.2 (J) Confidentiality. Furthermore, pursuant to Louisiana Revised Statute 40:526(8), HAJP shall not disclose information submitted to HAJP in confidence in response to this RFQ, and not otherwise required by law to be submitted, where such information should reasonably be considered confidential.
Ethics Policy

The selected Offeror shall abide by the applicable provisions of the State of Louisiana Ethics

Code.

Respondent Status

The successful Offerer **will** be held to be an independent Contractor, and not an employee of HAJP.

Assignment

The successful Offerer shall not enter into any subcontracts, retain consultants, or assign, transfer, convey, sublet, or otherwise delegate its obligations under the contract resulting from this RFQ, or any of its rights, title or interest therein, or its power to execute such contract to any person, company, or corporation without prior written consent and approval of HAJP.

Advertising

The successful Offerer shall not be permitted to advertise or promote the fact of their relationship with HAJP in the course of marketing efforts, unless HAJP provides express written approval prior to such advertising.

Applicable Law

The contract resulting from this solicitation shall be governed by and construed according to the laws of the State of Louisiana, and venue for the enforcement of the contract shall be in the 24th Judicial District Court, Parish of Jefferson, in the State of Louisiana.

HOUSING AUTHORITY OF JEFFERSON PARISH
PLUMBING REPAIR SERVICES
REQUEST FOR QUOTES# 21-02

EMPLOYEE VERIFICATION AFFIDAVIT
(Employer)

STATE OF _____

CITY/COUNTY OF _____

I,_____ Being duly sworn, attests and says that
(Authorized Signatory)

_____a private organization,
(Name of Private Company/Employer)

duly registered in the aforementioned state, and contracted to perform work within the State of Louisiana, herein attests that I/we (the employer) are in compliance with the United States Department of Homeland Security's "E-Verify" program, which is mandated pursuant to La RS 38:2212.10. I further attest that I/we are registered in a status verification system to verify that all new employees in my/our (the employer) employ are legal citizens of the United States, or are legal aliens. Further, I/we shall continue to utilize a status verification system to confirm thelegal status of all new employees assigned to this project during the term of this contract. In further compliance with the Immigration Reform and Immigrant Responsibility Act of 1996 administrated by the U.S. Department of Homeland Security, I/we shall require all subcontractors to submit to me/us (the employer) a sworn affidavit verifying its compliance with the Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324(a).

_____
Signature of (Authorized Signatory)

_____
(Printed Name/ Title of Authorized Signatory)

Sworn to and Subscribed before me:_____
(Notary Public)

This _____day of _____, 20_____.

My Commission Expires _____.

ATTACHMENT-A

MAP OF HAJP ACRE ROAD DEVELOPMENT

Figure 1. Vicinity Map

Acre Road Project

Figure 2. Sub-Area Map

Acre Road Project

Figure 3. Sub-Area 1

Sub-Area 1 Addresses	
1600-1602	Julie St.
1601-1603	Julie St.
1604-1606	Julie St.
1605-1607	Julie St.
1608-1610	Julie St.
1611-1613	Julie St.
1612-1614	Julie St.
1615-1617	Julie St.
1616-1618	Julie St.
1620-1622	Julie St.
1621-1623	Julie St.
1624-1626	Julie St.
1625-1627	Julie St.
1628-1630	Julie St.
1632-1634	Julie St.
1600-1602	Betty St.
1601-1603	Betty St.
1604-1606	Betty St.
1605-1607	Betty St.
1608-1610	Betty St.
1609-1611	Betty St.
1612-1614	Betty St.
1613-1615	Betty St.
1616-1618	Betty St.
1617-1619	Betty St.
1620-1622	Betty St.
1621-1623	Betty St.
1624-1626	Betty St.
1625-1627	Betty St.
1629-1631	Betty St.
1633-1635	Betty St.
6504-6506	Second Zion Blvd.

Figure 4. Sub-Area 2

Sub-Area 2 Addresses	
1700-1702	Julie St.
1701-1703	Julie St.
1704-1706	Julie St.
1705-1707	Julie St.
1708-1710	Julie St.
1712-1714	Julie St.
1716-1718	Julie St.
1720-1722	Julie St.
1721-1723	Julie St.
1724-1726	Julie St.
1725-1727	Julie St.
1728-1730	Julie St.
6505-6507	Second Zion Blvd.
1701-1703	Betty St.
1704-1706	Betty St.
1705-1707	Betty St.
1708-1710	Betty St.
1709-1711	Betty St.
1713-1715	Betty St.
1717-1719	Betty St.
1718 (OFFICE)	Betty St.
1720-1722	Betty St.
1721-1723	Betty St.
1725-1727	Betty St.
1729-1731	Betty St.
6503-6505	Deanna St.

Sub-Area 3 Addresses	
1800-1802	Julie St.
1801-1803	Julie St.
1804-1806	Julie St.
1805-1807	Julie St.
1808-1810	Julie St.
1809-1811	Julie St.
1812-1814	Julie St.
6509-6511	Dale St.
6505-6507	Dale St.
6501-6503	Dale St.
6504-6506	Deanna St.
1801-1803	Betty St.
1805-1807	Betty St.
1806-1808	Betty St.
1809-1811	Betty St.
1810-1812	Betty St.
1813-1815	Betty St.
1817-1819	Betty St.
1821-1823	Betty St.

Figure 5. Sub-Area 3

Figure 6. Sub-Area 4

Sub-Area 4 Addresses	
1900-1902	Julie St.
1901-1903	Julie St.
1904-1906	Julie St.
1905-1907	Julie St.
1908-1910	Julie St.
1909-1911	Julie St.
1912-1914	Julie St.
1916-1918	Julie St.
1920-1922	Julie St.
1924-1926	Julie St.
6504-6506	Victor St.
6505-6507	Victor St.
1901-1903	Betty St.
1905-1907	Betty St.
1906-1908	Betty St.
1909-1911	Betty St.
1910-1912	Betty St.
1913-1915	Betty St.
1914-1916	Betty St.
1917-1919	Betty St.
1921-1923	Betty St.
1925-1927-1935	Betty St.
6505-6507	Rodney St.
6509-6511	Rodney St.