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**Housing Authority of Jefferson Parish
Marrero, Louisiana**

REQUEST FOR PROPOSALS

**FINANCIAL SERVICES AND
STAFF TRAINING FOR FISCAL YEAR 2020.**

RFP HAJP-2020 - 002

RFP ISSUE DATE: **AUGUST 26, 2020**

PROPOSAL DUE DATE:
SEPTEMBER 11, 2020 @ 4:00PM

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NOTICE OF REQUEST FOR PROPOSALS

FINANCIAL SERVICES AND STAFF TRAINING

The Housing Authority of Jefferson Parish (HAJP) is requesting proposals from qualified Offerors to assist with the financial close and uploading of their unaudited financials for the fiscal year ending September 30, 2020 and to provide staff training regarding the United States Department of Housing and Urban Development's (HUD) reporting requirements and platforms.

**Sealed Proposals Accepted Until and Opened
September 11, 2020 @ 4:00 p.m. Central Time**

PROPOSALS RECEIVED AFTER THIS DATE AND TIME WILL NOT BE CONSIDERED

Financial services shall be performed in accordance with Generally Accepted Accounting Principles and HUD requirements for reporting in the Real Estate Assessment Center (REAC).

Proposals will be reviewed and evaluated on the criteria defined in the "EVALUATION AND SELECTION CRITERIA" section of the Request for Proposals (RFP) packet. A contract will be awarded to the responsive and responsible firm that is most advantageous to HAJP in fulfilling this function.

HAJP reserves the right to reject any and all proposals and to waive any informality in the solicitation. HAJP is prohibited from making an award to firms (including their subcontractors) or individuals that are debarred from receiving awards from the U.S. Government.

RFP packet will be provided upon request by e-mailing: Pilon Atkins, Accountant Administrator; e-mail patkins@hajp.org.

The Housing Authority of Jefferson Parish is an equal opportunity employer.

Section 1.0 PURPOSE AND DESCRIPTION OF THE HOUSING AUTHORITY OF JEFFERSON PARISH

The purpose of this RFP is to solicit firms or individuals to assist with uploading the unaudited financials for Fiscal Year 2020 into the HUD REAC by November 30, 2020, to assist with financial reporting in HUD's Voucher Management System and to provide staff training regarding HUD's reporting requirements and platforms.

A. Overview of the Housing Authority of Jefferson Parish

The HAJP is chartered as a political subdivision under the laws of the State of Louisiana (LSA-R.S. 40:391). The HAJP was created to promote decent, safe and sanitary housing for lower-income families that cannot afford standard private housing. The HAJP is empowered to undertake all activities necessary to accomplish this public purpose, including acquiring property, developing housing, issuing tax-exempt bonds, entering into mortgages, trust indentures, leases, condemning property, borrowing money accepting grants, and managing property.

While enabled under State law, the HAJP is governed by a local board and is principally funded by the Federal government. The HAJP is separate and distinct from the Jefferson Parish Government and from HUD.

The HAJP is governed by a nine-member Board of Commissioners. Seven members of the Board of Commissioners are appointed by the Parish Council, one member is appointed by the Parish President and one member is elected from among the residents of the Marrero Tenants Association. The HAJP was established on April 16, 1953 pursuant to a resolution of the Police Jury of Jefferson Parish.

HAJP administers over 4,800 Section 8 Housing Choice Vouchers and owns and manages 200 Conventional Public Housing units.

Under the provisions of GASB Statement No. 14, the HAJP is considered a primary government and also has a component unit, Residential Housing Development Corporation (RHDC), which is reported as a discreetly presented component unit.

The HAJP maintains four (4) financial systems.

1. The transactions for Public Housing are maintained in the PHAnetwork cloud based system. All accounting functions pertaining to collection of rents, managing work orders and printing of accounts payable checks are maintained in the PHAnetwork system.
2. Housing assistance payments (HAP) transactions for the Housing Choice Voucher Programs (including Mainstream vouchers and the Family Self Sufficiency Program participants) are maintained in the HAPPY software system through Amazon Workspace. HAPs are processed by Nan McKay, a third-party contractor that administers the Section 8 program on behalf of the HAJP. The HAPPY software has a reconciliation process for all payments (HAP and Utility Reimbursements). The third

party contractor reviews the reconciliation report for payments that needed to be put on hold. Once this is complete the report is forwarded HAJP for review. After the report is reviewed and approved by HAJP, the third party contractor creates an ACH file for HAP payments that will be made to landlords via direct deposit and sends this file to HAJP. HAJP logs into the bank's online system and uploads the ACH file so that the bank can process direct deposits to our landlords. Checks are printed at the HAJP office and mailed to Housing Choice Voucher Program ("HCVP") participants. Utility Reimbursements are paid by check by the HAJP accounting staff. About 500 checks per month are printed and mailed.

3. The payroll processing is handled through ADP.
4. The general ledger and the HAJP's financial reports and Operating Budgets are maintained in QuickBooks on the HAJP's server. The version of QuickBooks allows for up to 5 users. Data is backed up nightly offsite and through Dr. BackUp.

All financial transactions are manually entered into QuickBooks. Bank deposits are recorded in QuickBooks. Transactions from PHAnetwork, HAPPY and ADP are entered into QuickBooks. Bank Accounts are reconciled in QuickBooks with the exception of the HAP payments. Utility reimbursement checks are not recorded in QuickBooks. The reconciliation for the Voucher Program bank account is performed manually.

The HAJP is currently under an Intergovernmental Agreement (IGA) with Jefferson Parish. The staff at Jefferson Parish will be performing daily oversight of the Authority and will be working directly with the Accounting Firm selected and HAJP staff to ensure that the Unaudited Financials for 2020 are completed on a timely basis according to the schedule specified in Section 3, Scope of Services. In addition, the Accounting Firm will work with the Certified Auditor to provide information when needed for the creation of the 2020 Certified Audits.

Section 2.0 INSTRUCTIONS TO OFFERORS

- A. Response Address: Return proposal to the address as specified: The Housing Authority of Jefferson Parish, Attention: Teri Rouzan, Housing Authority of Jefferson Parish, 1718 Betty Street, Marrero, LA 70072.
- B. Prices/Notations: All prices/notations must be typewritten or written in ink. No erasures permitted. Mistakes shall be crossed out, corrections made adjacent and initialed by person signing document.
- C. Period of firm pricing: Unless stated otherwise elsewhere in this document, prices shall be firm for 120 days after closing date.
- D. Method of Award: The HAJP reserves the right to reject any or all offers, to waive any discrepancy or technicality, and to make award in any manner determined by the HAJP to be most advantageous. The HAJP recognizes that price is only one of several criteria to be used in judging an offer and is not legally bound to accept the lowest offer.
- E. Return of Proposal/Closing Date/Return to: The proposal shall be delivered to the address above by **4:00 pm** on **September 11, 2020**. Responses not received by the HAJP by the closing date and time indicated above will not be accepted. The closing date and time and the RFP number referenced above shall appear on the outside of the sealed envelope. **A duly executed and signed copy of Appendix A & B of this RFP document must accompany your response.** The HAJP will not be responsible for and will not accept late proposals due to delayed mail delivery or courier services.

Section 3.0 SCOPE OF SERVICES

The Scope of Services to be provided under this RFP will include:

1. Assist with the preparation of closing statements, general ledger account reconciliations, preparation of adjusting journal entries (including supporting documentation) for all transactions for the Public Housing and Housing Choice Voucher Program for FY 2020.
 2. Assist with completing the close out for FY 2020 to include preparation of all forms required by HUD including the preparation of the annual Financial Data Schedule (FDS) and submission to REAC. Assist with the preparation and submission of the FY 2020 unaudited submission to REAC, which includes the Management Assessment Subsystem (MASS) submission and the Financial Assessment Subsystem (FASS) as required by HUD.
 3. Assist with conducting a “pre-audit” for accounting and internal control systems to determine exposure to comments and findings by external auditors. Work with the external auditors on the annual audit by assisting with the preparation of work papers and schedules and related information for the preparation of the Management Discussion and Analysis section of the Audited Financial Statements.
 4. Provide training for HAJP accounting staff as to HUD reporting processes, procedures and platforms.
 5. Report to the Board of Commissioners, Jefferson Parish and HUD any and all fiscal items unusual in nature, requiring attention, as needed.
- A. **ADDITIONAL SERVICES** - If the need for other accounting services arises concerning any other fiscal years, the HAJP expects to be able to negotiate with the selected contractor to obtain the additional services needed.

The financial records are maintained and are located at the Housing Authority’s office at 1718 Betty Street, Marrero, LA 70072. The contact person is Pilon Atkins, Accountant Administrator at patkins@hajp.org.

Section 4.0 WORK PRODUCT

All reports rendered to the HAJP are the exclusive property of the HAJP and subject to its use and control.

Section 5.0 TIMELINE

1. Release of Request for Proposal: August 26, 2020
2. Deadline for Submission of Questions: September 2, 2020 at 3:00 pm; questions must be in form of fax or email to Pilon Atkins, fax number 504-437-9692; email patkins@hajp.org.
3. Deadline for Proposals: September 11, 2020 at 4:00 pm.
4. Tentative Date for Awarding Contract: September 23, 2020.

Section 6.0 PERIOD OF PERFORMANCE

The period of performance shall be for a period of one hundred and twenty (120) days from date of full execution of the contract with an option to extend for an additional ninety (90) days upon agreement of both parties.

Section 7.0 PROPOSAL SUBMITTAL

All proposals shall be signed by an authorized agent and placed in a sealed envelope clearly marked "Contractor Proposal". The submitted proposal shall be prepared as a single bound document. **One (1) original and nine (9) copies shall be submitted.**

ALL PROPOSALS MUST BE SENT TO: Housing Authority of Jefferson Parish
Attention: Teri Rouzan, Interim Executive Director
1718 Betty Street
Marrero, LA 70072

Section 8.0 GENERAL REQUIREMENTS

All proposals must be submitted in accordance with the standards and specifications contained within this RFP and **must contain a cover page with a certification of intent to meet the requirements specified.**

The cover page of a responsive proposal must be signed appropriately and completed with the date, company name, and name and title of a company officer/owner authorized to sign on behalf of the company.

The HAJP reserves the right to waive, at its discretion, any irregularity, which it deems reasonably correctable or otherwise not warranting rejection of the proposal.

The HAJP shall not pay any cost incurred or as associated in the preparation of this or any proposal for participation in the procurement process.

Proposals must be typed uniformly on letter size (8 ½ "X 11") sheets of white paper, single sided, each section clearly titled, with tabs A-L, and each page clearly and consecutively numbered. Proposals must be clean and suitable for copying. Proposals must be specific unto themselves. For example, "See enclosed Manual" will not be considered an acceptable proposal.

Late proposals will not be accepted. Postmarks **will not** be accepted in lieu of this requirement. Proposals submitted to any other Parish office will be rejected. Faxed or e-mailed proposals **will not** be accepted.

Section 9.0 REQUIRED FORMATS OF PROPOSALS

Proposals must contain the following sections:

A. **Table of Contents**

Provide a comprehensive table of contents of material identified by sequential page numbers and by section reference numbers.

B. **Proposal Cover Page**

The Proposal Cover Page is a letter of introduction which shall include a Certification of Intent to meet the requirements specified in the RFP and must be signed by an authorized representative.

C. **Company Profile**

The Company Profile is designed to establish the Offeror as an entity with the ability and experience to provide the services as specified in the RFP. The following information must be provided:

1. Company Hierarchy (President, Vice President, Company Officers, etc.)
2. Company overview of service or activities performed
 - History of firm – Included a brief history of the firm
 - Founding date (month and year)
 - Firm size – staff and client base
3. Location of the office from which the work under this contract will be provided and the staff allocation at the office.

D. **Description of Services**

The Description of Services must include a detailed description of the services to be rendered, including but not limited to the following:

1. A written general understanding to the requirements in the scope of services as detailed in this RFP, including:
 - a. Provide a work plan or description of how the work will be performed.
 - b. Describe how the interaction between your firm, the HAJP and Jefferson Parish will take place to ensure that work is performed and reported in an accurate and timely manner.
2. The name of the project manager and a list of personnel to be assigned to the project and their roles and qualifications.
3. Indicate whether or not your firm will be subcontracting portions of the work. If so, indicate the name of the subcontractor and the portion of the work which will be subcontracted.
4. Describe your firm's approach to resolving problems that may be encountered in the field.
5. Time of work – Detail time frame and in what phases.

E. **Cost/Fee Proposal**

The Cost/Fee Proposal must provide costs for services as required in Scope of Services. Proposals must detail all costs and any one-time or on-going costs plus a detailed costs structure to the HAJP. The cost proposal should contain all pricing information relative to performing the services as described in this request for proposals. The total all-inclusive maximum price to be proposed is to contain all direct and indirect costs including all out-of-pocket expenses. ***CONTRACTOR must complete Appendix A – Fee Proposal Detail Sheet and Appendix B – Proposed Price and Certification.***

F. **Credentials/Resumes**

Credentials/Resumes of the person(s) responsible for administering or providing the services must be attached to the proposal. All assigned key professional staff must be properly licensed to practice in Louisiana. Identify the principal supervisory and management staff, including project manager, engagement partners, managers, other supervisors and specialists, who would be assigned to the engagement and indicate whether each such person is licensed to practice as a certified public accountant in Louisiana.

Offeror shall specifically provide the following information on all employees to be providing service:

- Name, address and phone number
- Description of education
- General experience
- Experience or education related to the RFP project
- Any other information which will assist in evaluating qualifications

G. **References**

Offeror shall submit present and past performance information with a minimum of three (3) references (must be within the last two (2) years). Each reference shall include a current point of contact and a phone number.

Each reference letter must have following information:

- Date of original contract
- End date of contract (if applicable)
- Service rendered

References shall be formulated so that they clearly correlate performance with the requirements of this RFP.

H. **Evidence of Insurability /Insurance/Applicable Licenses**

Offeror shall submit evidence of insurability to the standards required in this RFP. The Offeror shall certify to the possession of any and all current required licenses. Do not purchase additional insurance until this bid has been awarded.

I. **Clarification, Exceptions, or Deviations**

Offeror shall describe any exception or deviation from the requirements of this RFP. Each clarification, exception, or deviation must be clearly identified. If your firm has no clarification,

exception or deviation, a statement to that effect shall be included in the proposal.

J. **MBE/WBE/DBE**

Please complete and submit Attachment 4: HUD Form 5369-C “Certifications and Representations of Offerors” and indicate if your firm is a Minority Business Enterprise, Women Business Enterprise, or Small Business Enterprise. You may also include information about any programs or efforts to encourage participation by Minority, Women or Small Business Enterprises.

K. **Section 3**

Section 3 of the Housing and Urban Development Act of 1968 requires the HAJP to direct a portion of its spending toward low-income persons living in the communities it serves. One way the HAJP achieves this goal is by awarding contracts to businesses that have made a commitment to providing opportunities to low-income persons in Jefferson Parish. See Attachment 5, “Section 3 Business Information Packet”, for a detailed explanation of the Section 3 requirements.

L. **Financial Statement**

Offeror must indicate willingness, *if requested by the HAJP prior to contract award*, to submit a financial statement of its business that is dated no more than twelve (12) months prior to the date of the proposal submission and cover a period of at least one (1) year. This statement shall clearly identify the financial status and condition of the Offeror’s entire business entity. A statement attesting to such willingness is sufficient for the purposes of this section of the proposal.

OTHER TERMS AND CONDITIONS

Section 10.0 INSURANCE

Without limiting or diminishing the Offeror’s obligation to indemnify or hold the HAJP harmless, the Offeror shall procure and maintain, at its sole cost and expense, the following insurance coverages during the term of the Agreement should the Offeror be awarded the contract. The selected proposer will be required to provide final insurance certificates to the HAJP.

A. **Workers’ Compensation**

If the Offeror has employees as defined by the State of Louisiana, it shall maintain statutory Workers’ Compensation Insurance (Coverage A) as prescribed by the laws of the State of Louisiana. Policy shall include Employers’ Liability (Coverage B) including Occupational Disease with limits not less than **\$1,000,000** per person per accident. The policy shall be endorsed to waive subrogation in favor of the HAJP.

B. **Commercial General Liability:**

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury covering claims which may arise from or out of the Offeror’s performance or its obligations hereunder. Policy shall name the HAJP, its Board of Commissioners, employees and its agents or representatives as Additional Insureds. Policy’s limit of liability shall not be less

than **\$1,000,000** per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. **Vehicle Liability:**

If Offeror's vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then it shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than **\$1,000,000** per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the HAJP, its Board of Commissioners, employees and its agents or representatives as Additional Insureds.

D. **Professional Liability Insurance:**

Offeror shall maintain Professional Liability Insurance providing coverage for the Offeror's performance of work included within this Agreement, with a limit of liability of not less than **\$1,000,000** per occurrence and **\$2,000,000** annual aggregate. If the Offeror's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of the Agreement and Offeror shall purchase at its sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that the Offeror has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2), or 3) will continue for a period of five (5) years beyond the termination of this Agreement.

E. **General Insurance Provisions – All Lines:**

1. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of Louisiana and have an AM BEST rating of not less than A, unless the HAJP waives such requirement for a particular insurer and such waiver is only valid for that specific insurer and only for one policy term.
2. The Offeror's insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed **\$500,000** per occurrence, such deductibles and/or retentions shall have the prior written consent of the HAJP before the commencement of operations under this Agreement. Upon notification of deductibles or self-insured retentions unacceptable to the HAJP, the Offeror's carriers shall either: 1) reduce or eliminate such deductibles or self-insured retentions as respects this Agreement with the HAJP, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
3. Offeror shall cause Accounting Firm's insurance carrier(s) to furnish the HAJP with either 1) a properly executed original Certificate(s) or Insurance and certified original copies of Endorsements effecting coverage as required herein, or 2) if requested to do so orally or in writing by the Executive Director, provide copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the HAJP prior to any material modification, cancellation, expiration, or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this

Agreement shall terminate forthwith, unless the HAJP receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. ***Offeror shall not commence operations until the HAJP has been furnished original Certificate(s) of Insurance and verified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to shall sign the original endorsements for each policy and the Certificate of Insurance.***

4. It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and the HAJP's Insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
5. The HAJP's Reserved Rights – Insurance. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work (such as the use of aircraft or watercraft) the HAJP reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the coverages currently required herein, if, in the Executive Director's reasonable judgment, the amount or type of insurance carried by the Offeror has become inadequate.
6. Offeror shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
7. If Offeror fails to provide insurance certificates within seven (7) days after notification of award by the HAJP, award may be made to the next qualified Offeror.
8. Include bid number or contract number on insurance certificate and forward information to:

Housing Authority of Jefferson Parish
Attention: Teri Rouzan, Interim Executive Director
1718 Betty Street
Marrero, LA 70072

Section 11.0 HOLD HARMLESS/INDEMNIFICATION

Offeror shall indemnify and hold harmless the HAJP, its respective Commissioners, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of the Offeror, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever and resulting from any reason whatsoever arising from the performance of Offeror, its officers, employees, subcontractors, agents or representatives from this Agreement; Offeror shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards the HAJP, its respective Commissioners, employees, agents and representatives in any claim or action based upon such alleged acts or omissions.

1. With respect to any action or claim subject to indemnification herein by Offeror, it shall, at

its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of the HAJP; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Offeror's indemnification to HAJP as set forth herein. Offeror's obligation to defend, indemnify and hold harmless HAJP shall be subject to HAJP having given Offeror written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at Offeror's expense, for the defense or settlement thereof. Offeror's obligation hereunder shall be satisfied when it has provided to HAJP the appropriate form of dismissal relieving HAJP from any liability for the action or claim involved

2. The specified insurance limits required in this Agreement shall in no way limit or circumscribe Offeror's obligations to indemnify and hold harmless HAJP herein from third party claims.

In the event there is conflict between this clause and Louisiana Revised Statutes, this clause shall be interpreted to comply with Louisiana Revised Statutes. Such interpretation shall not relieve the Offeror from indemnifying the HAJP to the fullest extent allowed by law.

Section 12.0 COMPENSATION

The HAJP will pay the contractor for those services described in Section 3 (Scope of Services) in the not-to-exceed amount contained within the Agreement. For additional services required after the inception of the contract, written approval by HAJP is required in advance of such services being rendered, for which a fee will be paid based on the Offeror's quoted hourly rates and HAJP-approved out-of-pocket costs.

Section 13.0 PRICE INCREASE/DECREASE

No price increases will be permitted during the first year of the contract. Payments for services in the second year and the third year shall be based upon fixed prices agreed to in the contract. All price decreases, if any, will automatically be extended to the HAJP.

Section 14.0 INDEPENDENT CONTRACTOR STATUS

Offeror and its employees and agents shall act at all times in an independent capacity with regard to performance of services or work rendered pursuant to this contract; and Offeror and its employees and agents shall not act as, shall not be, and shall not in any manner be considered to be agents, officers, or employees of the HAJP. There shall be no employer-employee relationship between the HAJP and the Offeror; and Offeror and its employees and agents shall not be entitled to any benefits payable to HAJP employees. Offeror is responsible for payment and deduction of all employment-related taxes on Offeror's behalf and for Offeror's employees, including but not limited to all federal and state income taxes and withholdings. The HAJP shall not be required to make any deductions from compensation payable to Offeror for these purposes. Offeror shall indemnify the HAJP against any and all claims that may be made against the HAJP based upon any contention by a third party

that an employer-employee relationship exists by reason of this contract; and Offeror shall indemnify the HAJP for any and all federal or state withholding or retirement payments which the HAJP may be required to make pursuant to federal or state law.

Section 15.0 CONFLICT OF INTEREST

The Offeror will exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interest of the HAJP. This obligation will apply to Offeror's employees, agents, relatives, sub-tier contractors, and third parties associated with accomplishing the work herein. The Offeror's effort will include, but are not limited to, establishing precautions to prevent its employees or agents from making, receiving, providing, or offering gifts, entertainment, payments, loans, or other considerations which could be deemed to appear to influence individuals to act contrary to the best interest of the HAJP.

Section 16.0 EVALUATION CRITERIA

Proposals will be evaluated based on relevant factors, including but not limited to the following:

- A. Responsiveness of the proposal in clearly stating the understanding of the work to be performed and in demonstrating the intention and ability to perform the work.
- B. Cost. Although only one of several factors, cost will be considered along with other factors. See Table 1 for a complete breakdown of points.
- C. Technical experience and professional qualifications of the management staff. The seniority and experience of key and supervisory personnel who will directly participate in the performance of the scope of work will be a consideration. The HAJP is looking for a highly qualified team that is able to meet the due dates specified in this document.
- D. Offeror's experience in conducting accounting services for Public Housing Authorities, including year end close out services and submission of the Financial Data System (FDS) through REAC for the Housing Choice Voucher Program, Public Housing and Family Self Sufficiency programs engagements similar in scope to the engagement outlined in the RFP.
- E. Ability of the firm in providing optional services such as employee training in HUD reporting/platforms, software system review, implementing financial accounting controls and other services. Examples of such services performed for other clients will be helpful.

Section 17.0 EVALUATION PROCESS

All proposals will be given a thorough review. All contacts during the review selection phase will be only through the Interim Director of the Housing Authority. Attempts by the Offeror to contact any other HAJP representative may result in disqualification of the Offeror. As a political subdivision of the State of Louisiana, the HAJP is subject to the Public Records Law (La. R.S. 44:1, *et seq.*). However, all materials submitted to the HAJP in response to this RFP will not be available for public viewing until

after a contract has been executed. The HAJP reserves the right to make the award that is most advantageous to the HAJP.

The proposals for the Financial Services and Training for the HAJP will be evaluated by designated HAJP/Jefferson Parish staff. Proposers may be asked to make oral presentations to supplement proposals. These presentations would only be held subsequent to the receipt of the proposals and will be part of the process for determining the qualifications of the Offeror. The HAJP will schedule a time and location for each oral presentation that it requests. Should an Offeror refuse to honor the request for an oral presentation or interview, it may result in the rejection of the proposal.

Once proposals have been received, the Selection Committee will evaluate each proposal meeting the minimum acceptable qualifications with the following criteria:

| EVALUATION CRITERIA | MAX POINTS |
|---|-------------------|
| Responsiveness of the proposal in clearly stating the understanding of the work to be performed and in demonstrating the intention and ability to perform the work. | 30 points |
| Cost. Although only one of several factors, cost will be considered along with other factors. See Table 1 for a complete breakdown of points. | 10 points |
| Technical experience and professional qualifications of the management staff. The seniority and experience of key and supervisory personnel who will directly participate in the performance of the scope of work will be a consideration. The HAJP is looking for a highly qualified team that is able to meet the due dates specified in this document. | 20 points |
| Offeror’s experience in conducting accounting services for Public Housing Authorities, including year end close out services and submission of the Financial Data System (FDS) through REAC for the Housing Choice Voucher Program, Public Housing and Family Self Sufficiency programs engagements similar in scope to the engagement outlined in the RFP. | 15 points |
| Ability of the Offeror in providing optional services such as employee training in HUD reporting/platforms, software system review, implementing financial accounting controls and other services. Examples of such services performed for other clients will be helpful. | 20 points |
| Section 3 or M/WBE Preference | 5 points |
| TOTAL MAXIMUM POSSIBLE POINTS | 100 POINTS |

Section 18.0 INTERPRETATION OF RFP

The Offeror must make careful examination and understand all of the requirements, specifications, and conditions stated in the RFP. If any Offeror planning to submit a proposal finds discrepancies in or omissions from the RFP, or is in doubt as to the meaning, a written request for interpretation or correction must be given to the HAJP. Any changes to the RFP will be made only by written addendum. The HAJP is not responsible for any other explanations or interpretations.

Section 19.0 CONTRACTUAL DEVELOPMENT

If a proposal is accepted, the HAJP intends to enter into a contractual agreement with the selected Offeror. This RFP and the successful respondent's proposal shall become part of the contract by physical inclusion or by reference.

Section 20.0 CANCELLATION OF PROCUREMENT PROCESS

The HAJP may cancel the procurement process at any time, to reject a specific proposal for noncompliance within the RFP provisions, or not award a contract at any time because of unforeseen circumstances or if it is determined to be in the best interest of the HAJP.

APPENDIX A

FEE PROPOSAL DETAIL SHEET

Financial Services

| Schedule of Professional Fees and Expenses to Support the Total All-Inclusive Maximum Price | Hours | Standard Hourly Rate | Total |
|---|-------|----------------------|----------|
| Partner | _____ | \$ _____ | \$ _____ |
| Manager | _____ | \$ _____ | \$ _____ |
| Supervisory Staff | _____ | \$ _____ | \$ _____ |
| Other (Specify) | _____ | \$ _____ | \$ _____ |
| Sub-total | _____ | \$ _____ | \$ _____ |
| Out-of-Pocket Expenses | | | \$ _____ |
| | | | |
| TOTAL | | | \$ _____ |

APPENDIX B

PROPOSED PRICE AND CERTIFICATION FOR FINANCIAL SERVICES

| Housing Authority of Jefferson Parish | FY 2020 Unaudited |
|--|-------------------|
| Unaudited Financials Complete and Uploaded to REAC | |
| Training | |
| Fees | |
| Out of Pocket Expenses | |
| | |
| Grand Total | |

CERTIFICATION

I, _____, a duly authorized officer/agent
Printed Name of Officer/Agent

of _____,
Company Name

hereby certify that _____,
Company Name

by submission of this proposal in response to the Financial Services RFP, I agree upon contract award to carry out the requirements specified and obligations set forth therein.

Signature _____ Date _____

Title of Officer/Agent _____

Summary of HAJP Programs

| Program Type | Program Size | Comments | |
|-----------------------------------|-----------------------|--------------------------------------|---------------------|
| | | | |
| Low Rent Public Housing | 200 Units | Annual Budget | \$1,240,000 |
| Housing Choice Vouchers | 4,735 Vouchers | Annual Budget | \$33,500,000 |
| Mainstream 5-Year Vouchers | 100 Vouchers | Annual Budget | \$730,000 |
| Capital Fund Program | | Average Annual Grant | \$250,000 |
| Component Unit (RHDC) | | Inactive (Total Net Position) | \$32,000 |

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

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

Public and Indian Housing Programs

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

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

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

(1) Is the person in the bidder's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

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

_____ [insert full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

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

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

[] [Contracting Officer check if following paragraph is applicable] (d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)

(1) Each bidder shall execute, in the form provided by the PHA/ IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" [] is, [] is not included with the bid.

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

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

(1) [] has, [] has not employed or retained any person or company to solicit or obtain this contract; and

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

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

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

3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

- (a) Result in an unfair competitive advantage to the bidder; or,
- (b) Impair the bidder's objectivity in performing the contract work. In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

- (1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,
- (2) Participate in HUD programs pursuant to 24 CFR Part 24. (b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award.

If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

6. Minimum Bid Acceptance Period

- (a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.
- (b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.
- (c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.
- (d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.
- (e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.
- (f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

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

The bidder represents and certifies as part of its bid/ offer that it -- (a) is, is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) is, is not a women-owned business enterprise. "Women-owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) is, is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- Black Americans Asian Pacific Americans
- Hispanic Americans Asian Indian Americans
- Native Americans Hasidic Jewish Americans

8. Indian-Owned Economic Enterprise and Indian Organization Representation

(applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a) is, is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b) is, is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or

community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

9. Certification of Eligibility Under the Davis-Bacon Act (applicable to construction contracts exceeding \$2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

10. Certification of Nonsegregated Facilities (applicable to contracts exceeding \$10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

- (1) Obtain identical certifications from the proposed subcontractors;
- (2) Retain the certifications in its files; and
- (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

(Title)

(Company Name) (Company Address)

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

11. Clean Air and Water Certification (applicable to contracts exceeding \$100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [] is, [] is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

12. Previous Participation Certificate (applicable to construction and equipment contracts exceeding \$50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate" [] is, [] is not included with the bid.

13. Bidder's Signature

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

(Signature and Date)

(Typed or Printed Name)

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

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 \$100,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) **greater than \$2,000 but not more than \$100,000 - use Section II; and**
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$100,000 – use Sections I and II.**

Section I - Clauses for All Non-Construction Contracts greater than \$100,000

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 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 before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

4. Examination and Retention of Contractor's Records

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

(b) The Contractor agrees to include in first-tier subcontracts

under this contract a clause substantially the same as paragraph 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; performance of this contract; or,
- (ii) 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 HA's best interest.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

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

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

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

13. Interest of Members of Congress

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

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

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

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

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

- (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.

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

(i) Award of the contract may result in an unfair competitive advantage;

(ii) The Contractor's objectivity in performing the contract work may be impaired; or

(iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

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

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

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

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

HOUSING AUTHORITY OF JEFFERSON PARISH

**Section 3 Business
Information Packet**

Section 3 – Economic opportunities for low-income persons.

SECTION 3 FREQUENTLY ASKED QUESTIONS

What is Section 3?

Section 3 of the Housing and Urban Development Act of 1968 requires the Housing Authority of Jefferson Parish to direct a portion of its spending toward low-income persons living in the communities it serves. One way the Housing Authority of Jefferson Parish (HAJP) achieves this goal is by awarding contracts to businesses that have made a commitment to providing opportunities to low-income persons in Jefferson Parish.

Who is a Section 3 Resident?

For purposes of the Housing Authority, a Section 3 Resident is either:

1. A Housing Authority public housing resident; OR
2. A Jefferson Parish resident with household income at or below the following income guidelines.

| Jefferson Parish 2014 Median Household Income Limits | | | | | | | |
|--|----------|----------|----------|-----------------|----------|----------|----------|
| Household Size | 1 Person | 2 Person | 3 Person | 4 Person | 5 Person | 6 Person | 7 Person |
| <u>Low (80%) Income Limits</u> | \$32,950 | \$37,650 | \$42,350 | \$47,050 | \$50,850 | \$54,600 | \$58,350 |

What is a Section 3 Business?

There are three ways in which a business can achieve Section 3 status:

Status 1: Resident Owned Business

Fifty-one percent (51%) or more owned by a Section 3 Resident (either public housing resident or low-income Jefferson Parish resident).

Status 2: Resident Employed Business

Thirty percent (30%) of permanent, full-time employees are Section 3 Residents (either public housing residents or low-income Jefferson Parish residents).

Status 3: Subcontracting to Section 3 Businesses

Twenty-five percent (25%) of the dollar amount of the awarded contract must be subcontracted to Section 3 Businesses. This option is only available to Primary Contractors.

How does HAJP define “new hire”?

HAJP considers a contractor’s current workforce to be employees that appear on the contractor’s active payroll for at least 60 of the 100 working days prior to the award of the Section 3 covered contract. Any employee that is hired for work under the covered contract and has not appeared on the contractor’s active payroll for 60 days or more of the 100 working days prior to awarding the covered contract is considered a new hire.

How does HAJP define “permanent” and “full-time” employee?

In order to be considered permanent, an employee must be:

- A direct employee of the company wishing to achieve Section 3 Business status, and
- Filing a position that is intended to last for the duration of the Section 3 covered project.

While HAJP understands that it is difficult to predict how long an employee will remain in a given position, it should be the intention of the company to keep the employee for the duration of the covered project. If, in an audit, it is found that a Section 3 Resident was counted as a permanent employee but let go prior to the completion of the covered project, additional documentation may be required regarding the permanent nature of the position.

In order to be considered full-time, an employee must work a minimum of 32 hours per week.

What are my Section 3 requirements as an HAJP Contractor?

All HAJP contractors and subcontractors on Section 3 covered projects are required to meet the following hiring and contracting goals:

- 30% of all new hires for the covered project must be Section 3 Residents,
- 10% of all building trades subcontracts must be to Section 3 Businesses, and
- 3% of all other subcontracts (excluding materials only contracts) must be to Section 3 Businesses.

What is the difference between a contractor complying with Section 3 regulatory requirements versus a contractor being a Section 3 Business?

In order to comply with Section 3 regulations every contractor or subcontractor on a Section 3 covered project must meet the minimum numerical goals listed above regardless of whether they qualify as a Section 3 Business. In order to qualify as a Section 3 Business and receive the preferences available to Section 3 Businesses, your company must be one of the following:

- Status 1: Resident Owned Business – Fifty-one percent or more owned by a Section 3 Resident (either public housing resident or low- income Jefferson Parish resident).
- Status 2: Resident Employed Business – Thirty percent (30%) of permanent, full-time employees are Section 3 Residents (either public housing residents or low-income Jefferson Parish residents).
- Status 3: Subcontracting to Section 3 Businesses – Twenty-five percent (25%) of the dollar amount of the awarded contract must be subcontracted to Section 3 Businesses. This option is only available to Primary Contractors.

What preferences are available for contractors or subcontractors that meet Section 3 Business status?

If your company meets the definition of a Section 3 Business or makes a commitment to meeting the definition in the completion of the covered contract, you will be eligible for preference in the award of the contract. The type of preference available depends on the type of procurement process required. Every HAJP Section 3 covered request for proposal, bid, or quote will include the Section 3 Business preference available and the weight of that preference in the selection process. If you are a subcontractor of an HAJP primary contractor, any preference provided for Section 3 Businesses in awarding subcontracts will be handled by the primary contractor. Please contact the primary contractor for their Section 3 Business preference information.

What is a HAJP primary contractor?

A HAJP primary contractor is any business that has a contract directly with HAJP. If a primary contractor awards subcontracts under a Section 3 covered project, the primary contractor must include the Section 3 Clause in all covered subcontracts. It must hold its subcontractors to the same contractor compliance requirements the primary contractor must meet. It is also responsible for gathering and maintaining documentation regard its subcontractors' Section 3 compliance and Section 3 Business status.

Can subcontractors of primary contractors meet Section 3 Business status by Status #3: Subcontracting?

No, the regulations do not allow for subcontractors to meet Section 3 Business status by additional subcontracting. Subcontractors of HAJP primary contractors can only be Section 3 Businesses by Status 1: Resident Owned or

Status 2: Resident Employed. However, if a subcontractor chooses to subcontract any portion of their Section 3 covered contract, the secondary subcontractor must meet the Section 3 compliance requirements:

- 30% of all new hires for the covered project must be Section 3 Residents,
- 10% of all building trades subcontracts must be to Section 3 Businesses, and
- 3% of all other subcontracts (excluding materials only contracts) must be to Section 3 Businesses.

How long do Section 3 documents need to be stored?

Documents relating to Section 3 status unless otherwise indicated must be stored and made available for Section 3 audits for at least 5 years from the close of the contract to which they apply.

How do I find Section 3 employees?

Contact the HAJP Office – HAJP staff has knowledge of public housing residents who may be seeking employment and can make referrals of qualified job-seekers to HAJP contractors. If you would like to utilize HAJP referrals, contact Kersandra McClue, Administrative Specialist at kersandra@hajp.org or 504-347-4381.

Louisiana Workforce Commission– LWC offers a wide range of services to both job seekers and employers. For more information about the services offered, see the LWC website at www.laworks.net.

What if I can't find qualified Section 3 Residents using the resources listed above?

It is the responsibility of the contractor and subcontractor to meet the Section 3 Resident hiring requirements of their contract. If the resources listed above are not helpful, you may need to broaden your search by placing ads with online services such as Craigslist or in local newspapers.

How can I get additional support?

If you have questions not answered in this packet or need additional support in meeting your Section 3 compliance requirements, you may contact Teri Rouzan, Interim Executive Director, at 504-347-4381 or trouzan@hajp.org.

SECTION 3 BUSINESS SELF-CERTIFICATION

Name of Business: _____

Address of Business: _____
(Street) (City) (Zip)

Contact Person: _____ Phone: _____

Please check the box next to the appropriate status type of your Section 3 Business. Note: Below each status type is a list of documents required as evidence of your Section 3 eligibility. HAJP or its contractors must receive all required documents before your business can receive any preference based on your Section 3 Business status.

STATUS 1: RESIDENT OWNED BUSINESS

Fifty-one percent (51%) or more owned by a Section 3 Resident (either public housing resident or low-income Jefferson Parish resident)

Attached Documentation Required:

For sole proprietor:

- Completed Section 3 Resident Self-Certification form

Additional documents for other business types:

- Copy of Articles of Incorporation, partnership agreement, or corporation annual report

STATUS 2: RESIDENT EMPLOYED BUSINESS

Thirty percent (30%) of full-time, permanent employees are Section 3 Residents (either public housing residents or low-income Jefferson Parish residents).

Attached Documentation Required:

- Completed Labor Plan form, and

- Completed Section 3 Resident Self-Certification forms for all employees claimed as Section 3 Residents

STATUS 3: SUBCONTRACTING TO SECTION 3 BUSINESSES

Twenty-five percent (25%) of the dollar amount of the awarded contract is subcontracted to Section 3 Business who qualified as Status 1 or Status 2. Note: This type of Section 3 Business status is only available to contractor's that contract directly with HAJP. It is not available to subcontractors of a HAJP primary contractor.

Attached Documentation Required:

- Completed Subcontracting Plan form, and

- Section 3 Business Self-Certification form for each subcontractor claiming Section 3 status

SECTION 3 CERTIFICATION STATEMENT

By signing below, I certify that:

- I am an authorized representative of the company named above,
 The company named above meets the requirements of the Section 3 status checked,
 I understand that the documents required as evidence of Section 3 status must be kept for at least 5 years from the date of closure of the contract for which they apply,
 I understand that noncompliance with HUD's regulations in 24 CFR part 135 (known as Section 3) may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

SIGNATURE

PRINT NAME

DATE

SECTION 3 RESIDENT CERTIFICATION

Name: _____ Phone: _____

Home Address: _____

Purpose of Section 3

Section 3 of the Housing and Urban Development Act of 1968, requires that the Housing Authority of Jefferson Parish ensure employment and other economic and business opportunities generated by the Department of Housing and Urban Development (HUD)

financial assistance, to the greatest extent feasible, are directed to low-income persons, particularly recipients of government housing assistance, in Jefferson Parish.

A Section 3 Resident is:

1. A Housing Authority of Jefferson Parish public housing resident; Or
2. An individual or family who lives in Jefferson Parish and whose income is at or below the following low-income guidelines set by HUD.

| Jefferson Parish Median Household Income Schedule (FY 2010) | | | | | | | |
|---|----------|-----------|-----------|-----------|-----------|-----------|-----------|
| Household Size | 1 Person | 2 Persons | 3 Persons | 4 Persons | 5 Persons | 6 Persons | 7 Persons |
| <u>Low (80%) Income Limits</u> | \$32,950 | \$37,650 | \$42,350 | \$47,050 | \$50,850 | \$54,600 | \$58,350 |

Statement of Certification

I, _____, certify that I have reviewed the Section 3 qualifications listed above and am eligible for Section 3 status because (check one):

- I am a Housing Authority of Jefferson Parish public housing resident; Or
 I am a Jefferson Parish resident with household income below the amount listed above.

I understand that if requested, I must provide evidence of my eligibility by producing my most recent tax return and residential lease or mortgage statement in place at the date of signing this certification.

If you are unable to provide evidence of Section 3 eligibility, DO NOT SIGN BELOW. Penalties for falsely certifying Section 3 eligibility or being unable to provide evidence when requested may include termination of employment.

Signature: _____

Date: _____

- I have read the definition of a Section 3 Resident and it does not apply to me.

Signature: _____

Date: ____

