



**REQUEST FOR PROPOSALS**

**ANNUAL AUDIT FOR FISCAL YEARS ENDING  
JUNE 30, 2013 – JUNE 30, 2015**  
*with exercisable options through JUNE 30, 2017*

**PROPOSALS DUE:  
JULY 1, 2013, AT 4:30 P.M.**

**BOARD OF COMMISSIONERS**

**Aurelio Gonzalez  
Vice Chairperson**

**Ligaya Eligio  
Commissioner**

**Owen Lawlor  
Commissioner**

**Ron Pomerantz  
Commissioner**

**Richard Schmale  
Commissioner**

**Bud Winslow  
Commissioner**

***Ken Cole*  
Executive Director**

**I. SOLICITATION TYPE AND DESCRIPTION**

- A. Request for Proposals (RFP) for annual audit services for the Housing Authority of the County of Santa Cruz and the Housing Authority of the City of Hollister (the "HACSC").
- B. Date Issued: May 29, 2013
- C. No **pre-submission meeting** will be held.
- D. Description of Services: In compliance with 24 CFR § 85.26 & 85.36, the Housing Authority of the County of Santa Cruz requires the services of a qualified professional firm and/or individual(s) to provide annual audit services.
- E. Sealed proposals (**One original and three copies of the proposal**) are due at the following location **no later than 4:30 p.m. Pacific Time on July 1, 2013.**

Housing Authority of the County of Santa Cruz  
ATTN: Pamela Smith, Finance Director  
2931 Mission Street  
Santa Cruz, CA 95060

**The envelope must have the following notation on the bottom left-hand corner of the proposal, "RFP for Audit Services"**

Proposals submitted by telegram, telephone, or handwritten, **will not** be accepted!

- F. The HACSC reserves the right to reject any and/or all proposals, or to waive any informality in the proposals. Submissions received after the deadline will not be considered. An Offeror submitting a late proposal will be so notified. All material submitted in the proposal becomes the property of the HACSC and will not be returned.
- G. Deadline for Written Questions

All questions pertaining to this Request for Proposals must be submitted in writing at **least ten (10) days before** the due date. Written questions may be submitted by email, to the Finance Director, Pamela Smith, at [psmith@hacosantacruz.org](mailto:psmith@hacosantacruz.org). The HACSC will only respond to written questions and only be bound by its response to written questions. Oral communications are discouraged, and the HACSC **will not** be bound by any oral answers or interpretations of the Request for Proposals.

In order to maintain a fair and impartial competitive process, the HACSC can answer questions only in response to written questions received within the specified time frame. The HACSC will avoid private communication with the prospective proposers during the evaluation period. The written questions will be the only opportunity for proposers to ask questions as to form and content.

**Please respect this policy and do not attempt to query HACSC personnel or members of its Board of Commissioners regarding this RFP except through written questions submitted in the manner and within the time frame indicated above.**

H. For information regarding proposal documents contact:

Pamela Smith, Finance Director  
Housing Authority of the County of Santa Cruz  
2931 Mission Street  
Santa Cruz, CA 95060  
Email: [psmith@hacosantacruz.org](mailto:psmith@hacosantacruz.org)

## **II. INTRODUCTION**

The Housing Authority of the County of Santa Cruz (HACSC) is an independent public agency established to provide housing for low-income households by the Santa Cruz County Board of Supervisors in 1969, under the U.S. Housing Act of 1937, and the State of California Health and Safety Code (34200-34219). The County Board of Supervisors have appointed and delegated policy functions to a Housing Commission. The HACSC is not a component unit of the County of Santa Cruz. The Housing Authority Executive Director is the principal administrator.

The HACSC is responsible for the development of low-income rental projects, management of publicly owned or assisted housing projects, operation of rent-subsidy programs, and rehabilitation of existing housing stock. The HACSC serves the incorporated and the unincorporated areas of Santa Cruz County.

The HACSC owns and manages 234 public housing units, which allows the agency to opt out of Asset Management. In addition, the HACSC administers over 4,000 Section 8 Housing Choice Vouchers.

The Housing Authority of the City of Hollister ("Hollister") was established by City Resolution in October 1977 and is not a component unit of the City of Hollister. The Department of Housing and Urban Development (HUD), by means of Annual Contribution Contract, funds its operation. Hollister is responsible for the management of a 344-unit Section 8 Housing Choice Voucher program and does not own or manage any public housing units. Hollister requires an audit report that is separate from the HACSC.

Your response to the Scope of Services must be complete, as they will become part of any contractual agreements. All submitted proposals shall be evaluated for responsiveness to the requirements of the Request for Proposals. Those proposals not in accordance with the Request for Proposal shall be deemed non-responsive and eliminated from further evaluation. The HACSC is an Equal Opportunity Employer.

## **III. HACSC RESERVATION OF RIGHTS**

- A. The HACSC reserves the right to reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed by HACSC to be in its best interests.
- B. The HACSC reserves the right not to award a contract pursuant to this RFP, to award by individual service, group of services, or as a total, whichever is deemed most advantageous to the HACSC.
- C. The HACSC reserves the right to terminate a contract awarded pursuant to this RFP, at any time for its convenience upon 10 days' written notice to the successful proposer(s).
- D. The HACSC reserves the right to determine the days, hours, and locations that the successful proposer(s) shall provide the services called for in this RFP.
- E. The HACSC reserves the right to retain all proposals submitted and not permit withdrawal for a period of 90 days subsequent to the deadline for receiving proposals without the written consent of the HACSC Finance Director.
- F. The HACSC reserves the right to negotiate the fees proposed by the proposer entity.
- G. The HACSC reserves the right to reject and not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services.

- H. The HACSC shall have no obligation to compensate any company and/or proposer(s), for any costs incurred in responding to this RFP.
  
- I. The HACSC reserves the right to request clarification, explanation, or verify any aspect of a response to this RFP, and to require the submission of any cost, technical, or other revision to the RFP that results from negotiations conducted.

#### IV. SCOPE OF SERVICES

- A. The audit firm shall audit the accounts and records of the HACSC for the 12 month period ending June 30, 2013. The audit firm shall also audit HACSC's Real Estate Assessment Center (REAC) submission, via the Internet. This includes assistance with electronically submitting our Financial Data Schedules (FDS) via the Internet as required by the Real Estate Assessment Center (REAC). Each audit shall be conducted in accordance with Generally Accepted Auditing Standards (GAAS), Generally Accepted Government Auditing Standards (GAGAS), the most recent Consolidated Audit Guide for Audits of HUD programs, and OMB Circular A-133 issued pursuant to the Single Audit Act of 1984 (Public Law 98-502) and the Single Audit Amendments of 1996 (Public Law 104-156). The audit firm shall perform compliance testing and a study of internal controls.

In addition to the financial schedules required by OMB Circular A-133, the audit report shall include the following schedules:

1. Completed Financial Data Schedule (Balance Sheet and Income Statement for all Projects).
  2. Schedule of program costs for all programs closed during the fiscal year.
  3. Schedule of adjusting journal entries.
- B. The fiscal year for both HACSC and Hollister is from July 1 to June 30. The 2013 audit will be required to be completed prior to December 1, 2013, and the report presented to the board at the December board meeting. The books will be closed and pre-audited submission completed and available to the auditor by August 31 of each year. In order to meet the December audit deadline, the following schedules must be met:
1. Field work completed by October 15th of each year
  2. Draft report submitted by November 10th of each year
  3. Final report submitted by December 1<sup>st</sup> of each year
- Date of most recent "unqualified opinion" audit report June 30, 2012
  - Audit periods covered by this RFP:
    - 1st Year: July 1, 2012 - June 30, 2013
    - 2nd Year: July 1, 2013 - June 30, 2014
    - 3rd Year: July 1, 2014 - June 30, 2015
    - 4th Year: July 1, 2015 - June 30, 2016 *exercisable option*
    - 5th Year: July 1, 2016 - June 30, 2017 *exercisable option*
- C. Upon completion of the audit, the audit report, consisting of those components described in the Audit Guide shall be simultaneously submitted to the HUD Field Office – San Francisco, California (2 bound copies) and HACSC (5 copies).
- D. The HACSC may, before or during the audit, request changes in the scope of the services to be performed by the auditor under the contract. Such changes, including any increase or decrease in the amount of the auditor's fee and any change in the time limitation for submission of the audit report, which are mutually agreed upon by and between the HACSC and the auditor, shall be incorporated into written amendments to the contact and shall be subject to HUD approval.

- E. The HACSC has a 15 unit tax-credit project development (Merrill Road Apartments) that is audited by a local firm. This development is a component unit of the HACSC with a fiscal year end of December 31, 2013. The auditor will be required to include data from the Merrill Road audited financial statements. There is a possibility that audit services for this project may be requested in the future.

**F. WORK PAPER RETENTION**

1. For a period of four years from the date of the audit report, the audit firm shall make its work papers, records and other evidence of audit available to the HACSC and HUD, or its duly authorized representatives, and to the Comptroller General of the United States, or his duly-authorized representatives. Copies of these work papers are to be made available to the requesting party within 10 days of receipt of the request. All reports rendered to the HACSC by the auditor are the exclusive property of the HACSC and subject to its use and control according to applicable laws and regulations.
2. Except for disclosure to HUD, the U.S. Comptroller General, and the HACSC, the audit report work papers, records and other evidence of audit including information and data prepared or assembled by the audit firm under the contract, shall be held confidential by the audit firm and shall not be made available or otherwise disclosed to any person without the prior written approval of HUD or the HACSC.

**G. CURRENT HACSC PROGRAMS**

The following information is furnished relative to the HACSC's housing programs:

1. ***Low Rent Public Housing***  
Number of units under management: 234
2. ***Capital Fund***
  - 2011 Capital Fund
  - 2012 Capital Fund
  - 2013 Capital Fund
3. ***Section 8 Housing Choice Voucher Program***  
Number of authorized HCV/VASH vouchers: 4,202
4. ***Additional Programs***
  - ROSS Family Self-Sufficiency (FSS) Public Housing Coordinators Grant
  - Supportive Housing Program
  - Section 8 Moderate Rehabilitation Single Room Occupancy
  - Mainstream 5 Voucher Program
  - Tenant-based Shelter Plus Care Program – approximately 40 vouchers
  - Veterans Affairs Supportive Housing (VASH) – 85 vouchers
  - USDA Farm Labor Housing – 70 units
  - Office of Migrant Services (OMS) Migrant Housing – 106 units
  - Local programs for security deposits, eligibility determinations, and monitoring.

**H. CURRENT HOLLISTER PROGRAMS**

The following information is furnished relative to the Hollister's housing programs:

1. ***Section 8 Housing Choice Voucher Program***  
Number of authorized HCV vouchers: 344



## V. PROPOSAL REQUIREMENTS

### A. Minimum Standards

The Offeror must meet the following minimum standards before the proposal will be considered:

1. Must be a Certified Public Accountant (CPA).
2. Must meet the applicable independence standards.
3. Must meet the appropriate state licensing requirements. (Proof of your meeting the appropriate State of California Licensing requirements should be attached to your proposal and may be a photocopy of your certificate, license or permit.)
4. Must have a record of responsible comparable work.
5. Must comply with applicable requirements for peer review and continuing professional education. (Proof of your firms peer review should be attached to your proposal.)
6. Must certify that its principal officer(s) or member(s) do not currently have and will not have during any period covered by this audit any interest, direct or indirect, in the HACSC or any of its members, commissioners, or officials.
7. Must certify that it has not provided accounting or bookkeeping services for the HACSC during the period covered by the audit. Any exceptions must be explained.
8. Must certify that no member of, or delegate to Congress of the United States or City Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise hereforth.
9. Must warrant that he/she has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage or contingent fee. Breach of this warranty shall give HACSC the right to terminate this contract, or, in its discretion, to deduct from the auditor's fee the amount of such commission, percentage, brokerage or contingent fee.
10. Must certify that he/she will not assign or transfer any interest in this contract except that claims for monies due or to become due from the HACSC under the contract may be assigned to a bank, trust company, or other financial institution. If the Offeror is a partnership, this contract shall ensure to the benefit of the surviving or remaining member(s) of such partnership.

### B. Background Information Required

1. The Certified Public Accountant's prior HUD/PHA experience. Be specific as to size and scope.
2. A copy of the CPA firm's "Quality Control Review" and any letter of comment issued pertaining thereto. (A proposal from a CPA firm that has not had the mandatory Quality Control Review will not be considered for award.)

3. Qualifications and technical ability of the staff member(s) who will conduct the audit and the previous PHA audits they have conducted.
  4. A certification that all staff members have completed 80 hours of Continuing Professional Education (CPE) in the past two calendar years ended **12/31/2012**.
  5. The proposed audit fee for the first three audit years and the subsequent exercisable option years.
- C. In addition to the foregoing, please submit the following information:
1. A clear statement of the specific audit services, including tasks, to be performed during the audit years..
  2. Certification that the CPA, proposed audit staff, and the audit firm has not been the object of any disciplinary action during the past three (3) years. (If the offeror is unable to make this certification, then a complete explanation of the circumstances for noncertification must be submitted.)
  3. Total estimated hours to be incurred by the CPA and the assigned staff members, including job titles.

## VI. PROPOSAL FORMAT

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

### A. Tabbed Proposal Submittal:

- **TAB 1 --Form of Proposal**

This form is attached hereto as Attachment A to this RFP document. This form must be fully completed, executed where provided thereon and submitted under this tab as part of the proposal submittal.

- **TAB 2 – Evidence of ability to perform the services.**

The proposer shall, at minimum, clearly detail within the information submitted under this tab documentation showing:

- ❖ **Letter of Intent** - Provide a cover letter transmitting the response, introducing the respondent firm and expressing interest in providing services to the Authority.
- ❖ **Service Approach** - Provide an overview of the approach your firm intends to take in completing the Scope of Services. Respondents are encouraged to be as specific in their submissions as possible to demonstrate an understanding of the development objectives of the Authority.
- ❖ Provide such other information as will enable the HACSC to understand Respondent's approach to implement the Scope of Services.

- **TAB 3 – Experience and Technical Competence**

- ❖ Proposer must submit under this tab a concise description for the work required, based upon the work history (specifically, providing such services to a housing authority and/or to a local governmental agency--housing authority experience shall have the greatest weight), and the resumes submitted for the staff proposed to perform the work.
- ❖ Ability to responsibly represent and act on behalf of the HACSC.
- ❖ Respondent firms and/or teams shall provide experienced, qualified and capable personnel to perform the functions and responsibilities outlined in the RFP. Given the variety of programs involved in this audit, the selected firm/team must have a broad range of experience.
- ❖ All proposals must identify specific individuals to be charged with responsibility for the general tasks identified in the Scope of Services.
- ❖ Proposer entity must submit under this tab a concise description of its capacity to deliver the proposed services. Such information shall include the proposer's qualifications to provide the services; a description of the background and current organization of the firm.

- **TAB 4 – Client Information/References**

The past performance of the respondent on prior work of the same or similar nature, based on the letters of reference and/or client lists submitted, and based upon the results of any consultation that the HACSC chooses to conduct with such. Proposer shall submit a listing of former or current clients, including any other Public Housing Authority for whom the proposer has performed similar or like services to those being proposed in the RFP. The listing shall at a minimum include:

- ❖ Client's name
- ❖ Client's contact name
- ❖ Client's telephone number
- ❖ A brief description and scope of the service(s) and the dates the services were provided

- **TAB 5 – Certification of Continuing Professional Education (CPE)**

- ❖ Staff members have completed 80 hours in the past two calendar years ended 12/31/2012.

- **TAB 6 – Certification Forms and Affidavits**

These forms are attached and are part of the RFP documents. These forms must be fully completed, executed and submitted under this tab as part of the proposal submittal.

- ❖ **Cost Proposal Form**
- ❖ **Profile of Firm Form** (*attachment B*)
- ❖ **Form HUD-5369-C** Certifications and Representations of Offerors, Non-Construction Contract (*attachment C*)
- ❖ **Form HUD-5369-A** Representations, Certifications, and Statements of Proposers, Public and Indian Housing Programs (*attachment D*)
- ❖ **Form HUD-92010** Equal Employment Opportunity Certification (*attachment E*)
- ❖ **Form HUD-50070** Certification of a Drug-Free Workplace (*attachment H*)

- **TAB 7 – Section 3 Clause**

The HACSC works diligently to comply with the requirements of the Department of Housing and Urban Development's (HUD) Section 3 regulation (24 CFR Part 135). Consistent with 24 CFR Part 135, as a recipient of HUD funding, the HACSC requires fulfillment of Section 3 obligations on all contracts that make use of that assistance. These policies are implemented regardless of the contract amount or whether it is designated as construction. The HACSC works to ensure the provision of employment, training, contracting, and other economic opportunities to its residents and other low income persons. In doing so, the HACSC utilizes Section 3 as a means of promoting its mission of offering supportive services that foster stability and self-sufficiency. (*Attachment F*)

- **TAB 8 - Section 3 Business Preference: (if applicable)**

For any proposer claiming a Section 3 Business Preference, he/she shall under this tab include the fully completed and signed Section 3 Business Preference Certification Form attached hereto as *Attachment G*.

- **TAB 9 - Other information**

Include any other information which may be helpful to the Evaluation Committee in evaluating your firm's qualifications, including peer reviews within the past three years and any disciplinary action received within the past three years. Also, describe any regulatory action taken by any oversight body against the organization.

If **no information** is to be placed under any of the above noted tabs (*especially the "Section 3 Business Preference and Optional" tabs*), please place there under a statement such as "NO INFORMATION IS BEING PLACED UNDER THIS TAB" or "THIS TAB LEFT INTENTIONALLY BLANK." **DO NOT** eliminate any of the tabs.

**B. Proposal Submittal Binding Method**

It is preferable and recommended that the proposer bind the proposal submittals in such a manner that the HACSC can, if needed, remove the binding (i.e. "comb-type;" etc.) or remove the pages from the cover (i.e. 3-ring binder; etc.) to make copies then conveniently return the proposal submittal to its original condition.

**VII. EVALUATION OF PROPOSALS**

The following factors will be utilized by the HACSC to evaluate each proposal submittal received; award of points for each listed factor will be based upon the documentation that the proposer submits within his/her proposal submittal:

NO.	MAX POINT VALUE	FACTOR TYPE	FACTOR DESCRIPTION
1	30	SUBJECTIVE (Technical)	<b>EXPERIENCE</b> and <b>TECHNICAL COMPETENCE</b> that the respondent displays for the work required, based upon the work history (specifically, providing such services to a housing authority and/or to a local governmental agency--housing authority experience shall have the greatest weight), and the resumes submitted for the staff proposed to perform the work. The <b>PAST PERFORMANCE</b> of the respondent on prior work of the same or similar nature, based on the letters of reference and/or client lists submitted, and based upon the results of any consultation that the HACSC chooses to conduct with such.
2	20	SUBJECTIVE (Technical)	<b>SPECIALIZED KNOWLEDGE, CAPABILITY</b> and <b>ABILITY</b> the respondent displays, in that the proposal submittal shows: (a) a knowledge and understanding of the scope of the work to be performed; (b) the resources, or ability to retain the resources, to provide the scope of the work; (c) a realistic proposed approach to the performance of the required work; and, in the opinion of the evaluators, the quality of the proposed services.
3	10	SUBJECTIVE (Technical)	The <b>OVERALL QUALITY OF THE PROPOSAL SUBMITTED</b> , based upon the opinion of the evaluators.
4	35	OBJECTIVE	<b>PROPOSED METHOD</b> and <b>AMOUNT OF COMPENSATION</b> the respondent proposes to charge the HACSC
5	5	OBJECTIVE	<b>CERTIFICATIONS</b> provided by respondent <u>as required</u> by RFP (See H. Proposal Requirement 1, a-j and 2.d).
	100		<b>Total Points</b>

**Preference Evaluation Factor:** The following factors will be used to evaluate each proposal submittal received

NO.	MAX POINT VALUE	FACTOR TYPE	FACTOR DESCRIPTION
6	5	Objective	For a business claiming Section 3 status.
	105		<b>Total Possible Points</b>

### VIII. EVALUATION METHOD:

- A. **Initial Evaluation for Responsiveness:** Each proposal received will first be evaluated for responsiveness (i.e. meets the minimum of the requirements).
- B. **Evaluation Packet:** An evaluation packet will be prepared for each evaluator, including the following documents:
- Instructions to Evaluators;
  - Proposal Tabulation Form;
  - Written Narrative Form for each proposer;
  - Recap of each proposer's responsiveness;
  - Copy of all pertinent RFP documents.
- C. **Evaluation Committee:** The HACSC anticipates that it will select a minimum of a three-person committee to evaluate each of the responsive "hard copy" proposals submitted in response to this RFP. PLEASE NOTE: No proposer shall be informed at any time during or after the RFP process as to the identity of any evaluation committee member. If, by chance, a proposer does become aware of the identity of such person(s), he/she SHALL NOT make any attempt to contact or discuss with such person anything related to this RFP. The Finance Director is the only person at the HACSC that the proposers shall contact pertaining to this RFP. Failure to abide by this requirement may cause such proposer(s) to be eliminated from consideration for award.
- D. **Evaluation:** The Finance Director will evaluate and award points pertaining to any evaluation "Objective" Factor. The appointed evaluation committee shall evaluate the responsive proposals submitted and award points pertaining to Evaluation "Subjective" Factors. Upon final completion of the proposal evaluation process, the evaluation committee will forward the completed evaluations to the Executive Director.
- E. **Potential "Best and Finals" Negotiations:** The HACSC reserves the right to, as detailed within Section 7.2.N through Section 7.2.R of HUD Procurement Handbook 7460.8 REV 2, conduct a "Best and Finals" Negotiation, which may include oral interviews, with all firms deemed to be in the competitive range. Any firm deemed not to be in the competitive range shall be notified of such in writing by the HACSC in a timely manner as possible.
- F. **Determination of Top-ranked Proposer:** The points awarded by the evaluation committee shall be combined with the points awarded by the Finance Director to determine the final rankings, which shall be forwarded by the Finance Director to the Executive Director for approval. If the evaluation was performed to the satisfaction of the Executive Director, the final rankings will be forwarded to Board of Commissioners (the "Board") at a scheduled meeting for approval. Contract negotiations may, at the HACSC's option, be conducted prior to or after the Board approval.
- G. **Ties:** In the case of a tie in points awarded, the award shall be decided as detailed within Section 6.12.C of HUD Procurement Handbook 7460.8 REV 2, by "drawing lots or other random means of selection."
- H. **Award Recommendation:** It is anticipated that the final rankings will be forwarded to the HACSC Board of Commissioners at a regularly scheduled board meeting for approval. The Board will then make its determination as to whether or not to follow the evaluation committee's recommendation. Contract price negotiations may, at the HACSC's option, be conducted prior to or after the Board approval.

- I. **Restrictions:** All persons having familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a proposer entity will be excluded from participation on HACSC's evaluation committee. Similarly, all persons having ownership interest in and/or contract with a proposer entity will be excluded from participation on HACSC's evaluation committee.

**IX. CONTRACT AWARD**

- A. **Contract Award Procedure:** If a contract is awarded pursuant to this RFP, the following detailed procedures will be followed:

1. By completing, executing and submitting the Form of Proposal, Attachment A, the "proposer" is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by the HACSC. The contract shall not require the HACSC to pay interest for late payment.
2. A formal document, including all agreements and exceptions, shall be signed by the HACSC and the audit firm upon contract award.
3. The following forms are attached and are part of the RFP documents. Please note that the HACSC has no legal right or ability to (and will not) at any time negotiate any clauses contained within ANY of the HUD forms included as part of this RFP.
  - **Section 3 24 CFR Part 135**
  - **Instructions to Bidders for Contracts (Form HUD-5369)**
  - **Instructions to Offerors (Form HUD-5369-B)**
  - **General Conditions for Non Construction Section I (Form HUD 5370-C)**
  - **General Conditions for Non Construction Section II (Form HUD 5370-C)**



- B. **Contract Conditions:** The following provisions are considered mandatory conditions of any contract award made by the HACSC pursuant to this RFP:
1. **Contract Form:** The HACSC will not execute a contract on the successful proposer's form-- contracts will only be executed on a HACSC form, and by submitting a proposal, the successful proposer agrees to do so. The HACSC will, during the RFP process (prior to the submittal deadline), consider any contract clauses that the proposer wishes to include therein and submits in writing a request for the HACSC to do so; but the failure of the HACSC to include such clauses does not give the successful proposer the right to refuse to execute the HACSC's contract form. It is the responsibility of each prospective proposer to notify the HACSC, in writing, prior to submitting a proposal, of any contract clause that he/she is not willing to include in the final executed contract and abide by. The HACSC will consider and respond to such written correspondence; and, if the prospective proposer is not willing to abide by HACSC's response (decision), then that prospective proposer shall be deemed ineligible to submit a proposal.
  2. **Assignment of Personnel:** The HACSC shall retain the right to demand and receive a change in personnel assigned to the work if the HACSC believes that such change is in the best interest of the HACSC and the completion of the contracted services.
  3. **Unauthorized Sub-Contracting Prohibited:** The successful proposer shall not assign any right, nor delegate any duty for the work proposed pursuant to this RFP (including, but not limited to, selling or transferring the contract) without the prior written consent of the HACSC Finance Director. Any purported assignment of interest or delegation of duty, without the prior written consent of the Finance Director, shall be void and may result in the cancellation of the contract with the HACSC, or may result in the full or partial forfeiture of funds paid to the successful proposer as a result of the proposed contract; either as determined by the Finance Director.
- C. **Contract Period:** The HACSC anticipates that it will initially award a contract for the period of three years, with the option at the HACSC's discretion, of 2 additional one-year option periods, for a maximum total of 5 years.
- D. **Licensing and Insurance Requirements:** Prior to award (but not as a part of the proposal submission) the *successful proposer* will be required to provide:
1. An original certificate evidencing the proposer's current industrial (worker's compensation) insurance carrier and coverage amount.
  2. An original certificate evidencing General Liability coverage, naming the HACSC as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the HACSC as an additional insured under said policy (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000, together with damage to premises and fire damage of \$50,000, and medical expenses for any one person of \$5,000), with a deductible not greater than \$1,000.
  3. An original certificate showing the proposer's professional liability and/or "errors and omissions" coverage (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$5,000,000), with a deductible not greater than \$1,000.
  4. An original certificate showing the proposer's automobile insurance coverage in a combined single limit of \$1,000,000. For every vehicle utilized during the term of this program, when not

owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$50,000/\$100,000 and medical pay of \$5,000.

5. If applicable, a copy of the proposer's license issued by the State of California licensing authority allowing the proposer to provide the services detailed herein.
  6. The requested related information shall also be entered where provided for on the Profile of Firm Form (DO NOT ATTACH. SUBMIT COPIES WITHIN THE PROPOSAL SUBMITTAL--we will garner the necessary certificates from the successful proposer prior to contract execution).
- E. **Right to Negotiate Final Fees:** The HACSC shall retain the right to negotiate the amount of fees that are paid to the successful proposer, meaning the fees proposed by the top-rated proposer may, at the HACSC's discretion, be the basis for the beginning of negotiations. Such negotiations shall begin after HACSC has chosen a top-rated proposer. If such negotiations are not, in the opinion of the HACSC, successfully concluded within 10 business days, the HACSC shall retain the right to end such negotiations and begin negotiations with the next-rated proposer. The HACSC shall also retain the right to negotiate with and make an award to more than one proposer, as long as such negotiation(s) and/or award(s) are addressed in the above manner (i.e., top-rated first, then next-rated following, until a successful negotiation is reached).
- F. **Contract Service Standards:** All services performed pursuant to this RFP must conform and comply with all applicable local, state and federal codes, statutes, laws, and regulations.

**FORM OF PROPOSAL  
(Attachment A)**

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

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

X=ITEM INCLUDED	TAB NO.	SUBMITTAL ITEMS <i>(One Original and three copies of Proposal)</i>
_____	1	Form of Proposal (Attachment A)
_____	2	Evidence of ability to perform services
_____	3	Experience and Technical Competence
_____	4	Client Information/References
_____	5	Certification of Continuing Professional Education (CPE)
_____	6	Profile of Firm Form (Attachment B)
_____	6	Form HUD-5369-C (Attachment C)
_____	6	Form HUD-5369-A (Attachment D)
_____	6	Form HUD-92010 (Attachment E)
_____	6	Form HUD 50070 (Attachment H)
_____	6	Cost Proposal Form
_____	7	Section 3 Clause (Attachment F)
_____	8	Section 3 Business Preference (Attachment G, <i>if applicable</i> )
_____	9	Other Information

PROPOSER'S STATEMENT

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Name of Company

SECTION 3 STATEMENT

Are you claiming a Section 3 business preference? YES \_\_\_ or NO \_\_\_.

**ATTACHMENT B  
PROFILE OF FIRM**

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

Name of Firm: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address, City, State, Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Federal Tax ID Number: \_\_\_\_\_

Business License Number: \_\_\_\_\_ State: \_\_\_\_\_

General Liability Insurance Carrier: \_\_\_\_\_

Policy Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Worker's Compensation Insurance Carrier: \_\_\_\_\_

Policy Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Professional Liability Insurance Carrier: \_\_\_\_\_

Policy Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Debarred Statement: Has this firm or any principal(s) ever been debarred from provided any services by the Federal Government, any state government, , or any local government agency?  Yes  No

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

Disclosure Statement: Does this firm or any principals thereof have any current past personal or professional relationship with any Commissioner, Officer, or employee of the HACSC?  Yes  No

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

# 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)

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

### 3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

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

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

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

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

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

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

#### 4. Organizational Conflicts of Interest Certification

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

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

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

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

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

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

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

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

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

#### 6. Conflict of Interest

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

#### 7. Offeror's Signature

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

\_\_\_\_\_  
Signature & Date:

\_\_\_\_\_  
Typed or Printed Name:

\_\_\_\_\_  
Title:

**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):

**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)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Company Address)

**Equal Employment  
Opportunity Certification**  
Excerpt From 41 CFR §60-1.4(b)

U.S. Department of Housing  
and Urban Development  
Office of Housing  
Federal Housing Commissioner

Department of Veterans Affairs  
OMB Control No. 2502-0029  
(exp. 7/31/2009)

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will 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 the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, 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 in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. **Provided, however,** That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work:

**Provided,** That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally-assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed

Firm Name and Address

By

Title

upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### Excerpt from HUD Regulations

##### 200.410 Definition of term "applicant".

- (a) In multifamily housing transactions where controls over the mortgagor are exercised by the Commissioner either through the ownership of corporate stock or under the provisions of a regulatory agreement, the term "applicant" as used in this subpart shall mean the mortgagor.
- (b) In transactions other than those specified in paragraph(a) of this section, the term "applicant" as used in this subpart shall mean the builder, dealer or contractor performing the construction, repair or rehabilitation work for the mortgagor or other borrower.

##### 200.420 Equal Opportunity Clause to be included in contracts and subcontracts.

- (a) The following equal opportunity clause shall be included in each contract and subcontract which is not exempt:

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of the nondiscrimination clause.

(2) The contractor will 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 race, creed, color, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notices in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 10925 of March 6 1961, as amended, and of the regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

(5) The contractor will furnish all information and reports required by Executive Order 10925 of March 6, 1961, as amended, and by the regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by HUD and the Committee for purposes of investigation to ascertain compliance with such regulations, and orders.

(6) In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of the said regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or Federally-assisted construction contracts in accordance with procedures authorized in Executive Order 10925 of March 6, 1961, as amended, and such other sanctions may be imposed and remedies invoked provided in the said Executive Order or by regulations, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

(7) The contractor will include the provisions of Paragraphs(1) through (7) in every subcontract or purchase order unless exempted by regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to Section 303 of Executive Order 10925 of March 6, 1961, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase orders as HUD may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

- (b) Except in subcontracts for the performance of construction work at the site of construction, the clause is not required to be inserted in subcontracts below the second tier. Subcontracts may incorporate by referenced to the equal opportunity clause.

##### 200.425 Modification in and exemptions from the regulations in this subpart.

- (a) The following transactions and contracts are exempt from the regulations in this subpart:

(1) Loans, mortgages, contracts and subcontracts not exceeding \$10,000.

(2) Contract and subcontracts not exceeding \$100,000 for standard commercial supplies or raw material;

(3) Contracts and subcontracts under which work is to be or has been performed outside the United States and where no recruitment of workers within the United States is involved. To the extent that work pursuant to such contracts is done within the United States, the equal opportunity clause shall be applicable;

(4) Contracts for the sale of Government property where no appreciable amount of work is involved; and

(5) Contracts and subcontracts for an indefinite quantity which are not to extend for more than one year if the purchaser determines that the amounts to be ordered under any such contract or subcontract are not reasonably expected to exceed \$100,000 in the case of contracts or subcontracts for standard commercial supplies and raw materials, or \$10,000 in the case of all other contracts and subcontracts.

# Certification for a Drug-Free Workplace

U.S. Department of Housing and Urban Development

Applicant Name \_\_\_\_\_

Program/Activity Receiving Federal Grant Funding \_\_\_\_\_

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

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

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

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

- (1) The dangers of drug abuse in the workplace;
- (2) The Applicant's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

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

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

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

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

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

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

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

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

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

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

**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title
-----------------------------	-------

Signature	Date
X	

# Cost Proposal

<b>Program:</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Total</b>
<b>Santa Cruz</b>	\$	\$	\$	\$	\$	\$
<b>Hollister</b>	\$	\$	\$	\$	\$	\$
<b>Office of Migrant Services</b>	\$	\$	\$	\$	\$	\$

ATTACHMENT F

SECTION 3 CLAUSE

*This contract is subject to the following conditions under Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3).*

- 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 or 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 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.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprise. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

**I the undersigned contractor have read the above Section 3 Clause will comply with HUD, 24 CFR Part 135 – Section 3 Regulations.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

ATTACHMENT G

**CERTIFICATION FOR BUSINESS CONCERNS SEEKING SECTION 3 BUSINESS PREFERENCE  
IN CONTRACTING AND DEMONSTRATION OF CAPABILITY**

NAME OF BUSINESS: \_\_\_\_\_

ADDRESS OF BUSINESS: \_\_\_\_\_

TYPE OF BUSINESS:     Corporation     Partnership     Sole Proprietorship     Joint Venture

Attached is the following documentation as evidence of status:

**For business claiming status as a Section 3 resident-owned Enterprise:**

Copy of resident lease     Other evidence     Copy of evidence of participation in a public assistance program

**For the business entity as applicable:**

- |  |   |
|--|---|
| <input type="checkbox"/> Copy of Articles of Incorporation                                       | <input type="checkbox"/> Certificate of Good Standing |
| <input type="checkbox"/> Assumed Business Name Certificate                                       | <input type="checkbox"/> Partnership Agreement        |
| <input type="checkbox"/> List of owners/stockholder and % of each                                | <input type="checkbox"/> Corporation Annual Report    |
| <input type="checkbox"/> Latest Board minutes appointing officers                                | <input type="checkbox"/> Additional documentation     |
| <input type="checkbox"/> Organization chart with names and titles and brief functional statement |   |

**For business claiming Section 3 status by subcontracting 25% of the dollar awarded to qualified Section 3 business:**

List of subcontracted Section 3 business and subcontract amount

**For business claiming Section 3 status, claiming at least 30% of their workforce are currently Section 3 residents or were Section 3 eligible residents within 3 years of date of first employment with the business:**

- |  |   |
|--|---|
| <input type="checkbox"/> List of all current full time employees                           | <input type="checkbox"/> List of all employees claiming Section 3 status                                |
| <input type="checkbox"/> PHA Residential lease (less than 3 years from date of employment) | <input type="checkbox"/> Other evidence of Section 3 status (less than 3 years from date of employment) |

**Evidence of ability to perform successfully under the terms and conditions of the proposed contract:**

- |   |  |
|---|--|
| <input type="checkbox"/> Current financial statement    | <input type="checkbox"/> List of owned equipment                                       |
| <input type="checkbox"/> Statement of ability to comply | <input type="checkbox"/> List of all contracts for the past 2 years with public policy |

Corporate Seal

\_\_\_\_\_  
Authorizing Name and Signature

\_\_\_\_\_  
Notary

\_\_\_\_\_  
Title

My term expires: \_\_\_\_\_

Signature

Date

Printed Name



(Attachment G)

**SUGGESTED AFFIRMATIVE ACTION PLAN FOR UTILIZATION OF PROJECT AREA BUSINESSES  
(con'd)**

SUGGESTED SECTION 3 PRELIMINARY WORKFORCE STATEMENT UTILIZATION OF LOWER INCOME PROJECT AREA RESIDENTS AS REGULAR, PERMANENT EMPLOYEES, TRAINEES, APPRENTICES.

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PROJECT: \_\_\_\_\_

	PRESENT PERMANENT EMPLOYEES (At Time of Contract Signing)	SECTION 3 WORKFORCE PROJECTION (Residents)	TOTAL PROJECTED WORKFORCE INCREASE
TRAINEES			
APPRENTICES			
JOURNEYPERSONS			
LABORERS			
SUPERVISORY			
SUPERINTENDENT			
PROFESSIONAL			
CLERICAL			

**NOTE: RESIDENTS ARE THOSE LOWER INCOME PROJECT AREA RESIDENTS WHO HAVE BEEN QUALIFIED AS ELIGIBLE.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name