



REQUEST FOR PROPOSALS (RFP)

Independent Public Accounting (IPA) Audit Services For Fiscal Year Ending June 30, 2025

**Solicitation #:
No. 01262025-01**

Issue Date
April 16, 2025

Proposal Deadline
May 29, 2025
No Later Than 3:00 PM

The HACG complies with Section 3 of the HUD Act of 1968.
Small, Minority and Women-Owned Businesses are encouraged to submit.

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INTRODUCTION

The Housing Authority of the City of Goldsboro (hereinafter, “the Agency”) requests proposals from qualified Independent Public Accounting (IPA) firms to provide IPA audit services for its portfolio of assisted housing and related programs. It is expected that the audit services will be performed in accordance with Federally Accepted Governmental Auditing Standards (GAGAS). The audit also must meet all requirements set forth in Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), or any successor issuances, and/or any HUD requirements, which are in effect as of the date of the audit onsite fieldwork.

The Agency is a public entity that was formed in 1950 to provide federally subsidized housing and housing assistance to low-income families, within the City of Goldsboro, N.C. The Agency is headed by a Chief Executive Officer (CEO) and is governed by a seven-person board of commissioners and is subject to the requirements of Title 24 of the Code of Federal Regulations (hereinafter, “CFR”) and the Agency’s procurement policy. Though brought into existence by a Resolution of the City of Goldsboro, it is a separate entity from the City.

Currently, the Agency owns and manages four developments totaling 1225 public housing units as well as 298 housing choice vouchers units. The Agency currently has approximately 50 employees. The agency also owns and manages GEO Properties, LLC, a rental agency, with 25 rentals.

The Agency’s fiscal year-end is June 30 and the agency is mainly funded by the U.S. Department of Housing and Urban Development (HUD). The agency is a unit of local government and therefore follows Generally Accepted Accounting Principles (GAAP) as promulgated by the Governmental Accounting Standards Board (GASB). For financial statement purposes, the PHA reports as a single enterprise fund. The auditor will submit to the agency one (1) original unbound, one (1) electronic and twelve (12) bound copies of the audited financial statements including the Single Audit report for the Chief Executive Officer.

In keeping with its mandate to provide efficient and effective services, the Agency is now soliciting proposals from qualified, licensed, and insured entities to provide the above noted services to the Agency. All proposals submitted in response to this solicitation must conform to all the requirements and specifications outlined within this document and any designated attachments in its entirety.

The Agency maintains the following programs:

- **Public Housing Program.** The Agency operates 1225 public housing units organized into four (4) asset management projects (AMP) overseen by a Central Office Cost Center (COCC). As part of its housing program, the PHA receives Capital Fund grant awards each year.
- **Section 8 Housing Choice Voucher (HCV) Program.** The Agency administers 298 HCV, Mainstream, and Veterans Affairs Supportive Housing (VASH) vouchers.
- **GEO Properties, LLC.** The Agency owns and manages a rental agency with 25 rentals. No federal funding.
- **The PHA’s federal awards expended based on last year’s audit (rounded to thousands) were as follows:**

- CFDA 14.850 Low Rent Public Housing \$6,866,984
- CFDA 14.872 Public Housing Capital Fund: \$1,737,266
- CFDA 14.871 Housing Choice Voucher: \$1,730,103
- CFDA 14.898 ROSS Supportive Services Programs: \$84,390
- CFDA 14.896 Family Self-Sufficiency Program: \$92,230
- CFDA 14.985 Jobs-Plus Pilot Initiative: \$584,457
- CFDA 14.892 Choice Neighborhoods Planning Grant: \$267,195
- Summary of auditor's results based on last year's audit were as follows:
 - No Findings

The Agency's financial records and tenant records are maintained on YARDI software system. The Agency utilizes the following modules: Tenant Application, Tenant Processing, Tenant Accounts Receivable, Section 8 Receivables, Accounts Payable, Receipt System, General Ledger, Fixed Assets, Work Orders and Purchase Orders. Payroll is done in ADP. The Agency does not utilize the services of a fee accountant.

Additional information about the Agency can be obtained from our website at www.hacg.org. A copy of the Agency's most recent audited financial statements can be obtained upon request.

RFP INFORMATION AT A GLANCE

| | |
|---|---|
| Agency Contact Person (NOTE: Unless otherwise specified, any reference herein to "Contracting Officer" or "(CO)" shall be a reference to Jacquelin Bailey.) | Jacquelin Bailey, Chief Accountant Office Telephone: (919) 735-4226 x1100 E-mail: jbailey@hacg.org |
| How To Obtain The RFP Documents | <ol style="list-style-type: none"> 1. Go to: www.HACG.org 2. Go to the "Doing Business" tab at the top of the page. 3. Go to "Contract Opportunities" 4. If you have any problems obtaining the RFP documents, please contact (919) 735-4226 x1100 |
| Pre-Proposal Conference | NONE SCHEDULED |
| Question Submittal Deadline | Thursday, May 15, 2025, 3:00 PM ET |
| How To Fully Respond To This RFP By Submitting A Proposal Submittal | See Section 6 |
| Proposal Submittal Return & Deadline | <p>**Thursday, May 29, 2025, 3:00 PM ET** Must be received in-hand and time-stamped by the Agency no later than 3:00 PM ET on this date</p> <p>Mailing Address: Housing Authority of the City of Goldsboro Attn: Jacquelin Bailey, Chief Accountant 700 N. Jefferson Avenue Goldsboro, NC 27530</p> |

1.0 THE AGENCY'S RESERVATION OF RIGHTS. The Agency reserves the right to:

- 1.1 Right to Reject, Waive, or Terminate the RFP.** 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 the Agency to be in its best interests.
- 1.2 Right to Not Award.** Not to award a contract pursuant to this RFP.
- 1.3 Right to Terminate.** Terminate a contract awarded pursuant to this RFP, at any time for its convenience upon 10 days written notice to the successful proposer(s).
- 1.4 Right to Determine Time and Location.** Determine the days, hours, and locations that the successful proposer(s) shall provide the services called for in this RFP.
- 1.5 Right to Retain Proposals.** Retain all proposals submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving proposals without the written consent of the Agency Contracting Officer (CO).
- 1.6 Right to Negotiate.** Negotiate the fees proposed by the proposer entity.
- 1.7 Right to Award.** To make an award to the same bidder (aggregate) for all items; to make an award to multiple bidders (including joint venture proposals) for the same or different items; to select a respondent(s) for specific purposes or for any combination of specific purposes; or, to defer the selection and award of any respondent(s) to a time of the Agency's choosing.
- 1.8 Right to Reject any Proposal.** 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.
- 1.9 No Obligation to Compensate.** Have no obligation to compensate any proposer for any costs incurred in responding to this RFP.
- 1.10 Right to Interview.** Request an oral interview with, and additional information from, companies prior to final selection of award. (Note – If an oral interview is requested, respondent will be given at least three (3) business days' notice, along with the date, time, and place for the interviews. Expenses will be the responsibility of the respondent.)
- 1.11 Right to Consider.** Consider information about a company in addition to the response or interview.
- 1.12 Right to Prohibit.** At any time during the RFP or contract process to prohibit any further participation by a proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein. By accessing and downloading this document, each prospective proposer is thereby agreeing to abide by all terms and conditions listed within this document and further agrees that he/she will inform the CO in writing within 5 days of the discovery of any item listed herein or of any item that is issued thereafter by the Agency that he/she feels needs to be addressed. Failure to abide by this timeframe shall relieve

the Agency, but not the prospective proposer, of any responsibility pertaining to such issue.

- 1.13 Right to Reject - Obtaining Competitive Solicitation Documents.** The Agency website is the only official and appropriate venue to obtain the RFP documents (and any other information pertaining to this RFP). Accordingly, by submitting a response to this RFP the respondent thereby affirms that he/she obtained all information on the Agency website. Any other group such as an association or a proposal depository that informs potential respondents of the availability of such competitive solicitations are hereby instructed to not distribute these documents to any such potential respondents, but to instruct the potential respondents to visit the Agency's website to obtain the documents. The Agency will reject without consideration any response submitted from a firm that has not obtained the documents from the Agency's website.

- 2.0 SCOPE OF WORK/TECHNICAL SPECIFICATIONS.** The Agency is seeking proposals from qualified, individuals to provide the Agency with Independent Public Accounting (IPA) Audit Services.
- 2.1 General Overview of Services.** The Auditor will adhere to the general requirements provided below.
- 2.1.1 Audit Standards (single audit).** It is expected that the audit services will be performed in accordance with Generally Accepted Auditing Standards (GAAS) as set forth by the American Institute of Certified Public Accountants (AICPA) and Generally Accepted Governmental Auditing Standards (GAGAS) as issued by the US Government Accountability Office (GAO). The audit also must meet all requirements set forth in Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), or any successor issuances, and/or any HUD or other Federal agency requirement, which are in effect as of the date of the audit onsite fieldwork;
- 2.1.2 State Requirements.** Any state audit requirements and procedures are expected to be properly performed and completed as part of this scope of work;
- 2.1.3 Audit Report.** The auditor will provide one (1) original unbound, one (1) electronic and twelve (12) bound copies of the audited financial statements including the Single Audit report to the Chief Executive Officer.
- 2.1.4 Retention of Work Papers.** The auditor shall retain work papers for a minimum of five (5) years after the date of issuance of the auditor's report to the Agency.
- 2.1.5 Access to Working Papers.** Audit work papers shall be made available upon request by the Agency, HUD, or any other governmental agency having jurisdiction to such request (i.e., Office of Inspector General), and are to be made available to the requested party within 10 days of receipt of such request. All reports rendered to the Agency by the auditor are the exclusive property of the Agency and is subject to the Agency's use and control, according to applicable laws and regulations.
- 2.1.6 Inquiries from Successor Auditors.** The audit firms shall respond to the reasonable inquiries of the successor auditors and allow successor auditors to review working papers relating to matters of continuing significance.
- 2.1.7 Compliance with Laws.** The auditor agrees to be bound by applicable Federal, State, and Local laws, regulations, and directives as they pertain to the performance of the audit contract.

2.2 Specific Services. The Contractor will provide the following services/tasks for audit services commencing with the Agency's fiscal year ending June 30, 2025.

2.2.1 Perform a financial statement and compliance audit of the Agency, including Choice Neighborhood separately, and its 501(c)(3) affiliate agency, the Goldsboro Development Corporation, in accordance with standards as described under the aforementioned General Requirements section. The statements to be provided by the housing agency include the following:

2.2.1.1 Statement of Net Position

2.2.1.2 Statement of Revenue, Expenses, and Changes in Net Position

2.2.1.3 Statement of Cash Flows

2.2.1.4 Notes to Financial Statements

2.2.1.5 Management Discussion & Analysis

2.2.1.6 Schedule of Expenditures of Federal Awards

2.2.2 As part of the engagement, the auditor will provide the following reports and statement:

2.2.2.1 Independent Auditor's report, including in relation to opinions: (1) Management Discussion and Analysis, (2) Financial Data Schedule, (3) Schedule of Expenditures of Federal Awards.

2.2.2.2 Independent Auditor's Report on Internal Control over Financial Reporting on Compliance and other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards.

2.2.2.3 Independent Auditor's Report on Compliance for Each Major Program and Internal Control Over Compliance as Required by the Uniform Reporting Guidance

2.2.2.4 Independent Auditor's report on Compliance for Choice Neighborhood (separately)

2.2.2.5 Schedule of Findings and Questioned Costs

2.2.2.6 Any other report as needed to be compliant with current audit standards and HUD, other Federal agency and state requirements, including HUD's Capital Fund Grant Close-Out Cost Certificates.

2.2.2.7 A formal, written report by the auditor to the Board of

Commissioners is required. The report should include a Summary Statement that provides, at a minimum, 1) a description of the Agency, its programs and components, 2) audited financial statements, notes and schedules as outlined in Section 2.2.1 through 2.2.2.6 herein, and 3) other pertinent information deemed appropriate in relation to the audit of the Agency as a whole, its programs and components.

- 2.2.3 Provide with the annual audit, written recommendations made to management which address any findings, observations, opinions, or comments relating to internal controls, financial systems, compliance, or other matters that come to the attention of the auditor during the examination. The management letter shall be provided in draft form prior to publication of the annual financial statement and be discussed with the Chief Executive Officer and other appropriate housing agency staff.
- 2.2.4 The auditor will not be involved in submission of the unaudited Financial Data Schedule (FDS) to HUD. The auditor will review any HUD comments provided on the unaudited FDS submission and last year's audited submission and address accordingly.
- 2.2.5 The auditor will perform the HUD required Agreed-upon Procedures related to the submission of the audited FDS upon completion of the audit and if necessary, any re-submission as required by HUD.
- 2.2.6 The auditor will complete and transmit the Data Collection form to be filed with the Federal Clearinghouse.
- 2.2.7 An exit conference is required of the auditor upon completion of fieldwork with the Finance Department to inform them of pertinent findings.
- 2.2.8 A formal presentation of the report by the auditor to the Board of Commissioners is required. The formal presentation can be completed via conference call.
- 2.2.9 Audit Timeline – The Housing Authority of the City of Goldsboro's fiscal year ends June 30. The audit for FY 2025 will be required to be performed prior to December 31, 2025 and the audit report must be submitted to HUD by January 31st, 2026.

| # | Time Period | Task |
|---|-------------|--|
| 1 | June | The Chief Executive Officer approves the audit engagement, scope, timing, and fees. The audit planning meeting occurs between the auditors and the Chief Financial Officer & Chief Accountant. |

| # | Time Period | Task |
|---|---------------------------|---|
| 2 | July 31 | Auditor completes bank and investment confirmation - confirming the existence of accounts, loans, or line of credit belong to the Agency. |
| 3 | July through October | <ul style="list-style-type: none"> The Agency closes the fiscal year and prepares audit schedules. Agency prepares financial statements. A list of items needed at the start of the onsite field work is communicated from the auditor to the Chief Financial Officer & Chief Accountant Electronic files of tenant waitlist and populations are sent to the auditor for sample selection. |
| 4 | November through December | <p>Year-end financial statement audit field work and review takes place. Onsite field work must be completed no later than December 1st.</p> <p>Note: The State of North Carolina requires that PHAs submit their financial statements to the state 6 months after the PHA's FYE.</p> |
| 5 | January | <ul style="list-style-type: none"> Reports - The auditor will submit to the agency one (1) original unbound, one (1) electronic and twelve (12) bound copies of the audited financial statements including the audit reports to the Chief Executive Officer prior to the January Board Meeting, which is scheduled for the 3rd Thursday of each month. The auditor will present the audit to the Board of Commissioners at the January Board meeting. Final submission to HUD REAC and the Federal Clearinghouse by January 31st. |

2.2.10 Provide advice or other services to the Board of Commissioners, Chief Executive Officer, or other designated PHA staff on Agency financial matters when requested. **Note:** These services are outside of the scope of the above listed audit services. The IPA may not engage in any consultation or assistance services where the IPA would lose their independence status and therefore be unable to provide audit services. It is expected all consultation and assistance services will be performed offsite. Consultation and Assistance services must be approved by the Agency prior to services being rendered and billed.

2.3 Responsibilities. The Agency's responsibilities with respect to the audit and the Agency's expectations of the audit firm are described below:

2.3.1 Housing Agency Responsibilities.

2.3.1.1 The Chief Executive Officer has the responsibility for the oversight of the audit and coordination with the Board of Commissioners as necessary.

- 2.3.1.2 The Chief Financial Officer and Chief Accountant serve as liaisons with the auditors and have responsibility for coordinating the financial statements and single audits for the Agency.
- 2.3.1.3 The Chief Financial Officer and Chief Accountant coordinate the preparation of financial processes, internal control descriptions and the audit schedules utilized by the auditors during the audit process.
- 2.3.1.4 The audited FDS is prepared by the Chief Financial Officer and is reviewed and submitted by the Agency and auditor, respectively.
- 2.3.1.5 The Housing Agency will provide the following GAAP-based statements and schedules to the auditor:
 - Final trial balances of all funds with appropriate reconciliation of control accounts to detail records.
 - Preliminary Financial Data Schedule (FDS)
 - Financial Statement drafts including footnotes and supplemental schedules.
 - Management Discussion & Analysis

2.3.2 Auditor Responsibilities.

- 2.3.2.1 The audit senior or manager will provide the Chief Executive Officer with timely reports during field work should any questions, concerns, potential findings, questioned costs, reportable conditions, weaknesses or deficiencies, which are identified by the audit firm staff.
- 2.3.2.2 The auditor will substantially complete the audit work and that the engagement manager and engagement partner, to the fullest extent possible, will review the audit work papers prior to the audit team leaving the field (Agency).
- 2.3.2.3 The auditor will inform the Agency about the nature of the proposed management letter comments or single audit exceptions prior to the completion of the audit field work.
- 2.3.2.4 The auditor will keep confidential the Agency data and information and such information will not be used for any purpose other than to perform the agreed-upon services.

3.0 INSTRUCTIONS TO PROPOSERS.

- 3.0.1** Notice of Intent to Propose. If your firm elects to respond to this RFP, notify Jacquelin Bailey at the following email address: jbailey@hacg.org by May 15, 2025.
- 3.0.2** Prospective Proposers requiring any explanation or interpretation of the solicitation **must request it in writing no later than 5:00PM EST on May 15, 2025. The request must be addressed to Jacquelin Bailey at the following email address: jbailey@hacg.org. Any information given to a prospective Proposer about this solicitation will be furnished to all other prospective Proposers as a written amendment to this solicitation. After this date and time responses to questions on the RFP will not be provided to any prospective Proposer.** Responses to questions must be made in writing before the deadline for the submission of written questions.
- 3.0.3** Proposals are to be submitted in a sealed envelope clearly marked RFP: HACG, Request for Independent Audit Services and will be received until date and time: May 29, 2025, 3:00PM EST time at the Housing Authority of the City of Goldsboro, 700 N. Jefferson Avenue Goldsboro, NC 27530. Any proposals received/time-stamped after May 29, 2025, 3:00PM EST time will be considered late and will be returned. If the proposal is hand-delivered, please allow enough time as there may be others at the front desk and you may have to wait to get your proposal time-stamped. Proposals must be time-stamped. If a proposal is sent by mail or courier, the proposal will be time-stamped upon receipt.
- 3.0.4** The Proposer should submit a signed original and one copy of its proposal.
- 3.0.5** No proposal may be withdrawn or modified in any way after the deadline for proposal submittal. Proposals shall remain firm and valid for ninety (90) days from said deadline.
- 3.0.6** The proposal must be completed in its entirety, completing all forms included in the proposal packet. If the Proposer should have any questions regarding the forms, contact Jacquelin Bailey at the following email address: jbailey@hacg.org.
- 3.0.7** Proposals are to be submitted in narrative form and are to include the Price Proposal Template included in this package.
- 3.0.8** The Agency wishes to enter into a fixed fee contract to assure that commitments will be met in a professional, effective, and cost-efficient manner. The Agency intends to award the contract pursuant to a "best value" basis, not a "lowest bid" basis ("Best Value," in that the Agency will, as detailed within the following Section herein, consider factors other than just cost in making the award decision). An evaluation committee shall review and rank each of the Proposers'

proposals using the method of evaluation described in this request. The committee shall enter into negotiations with the highest ranked proposal first, and if necessary, any or all other proposals and submit the list of ranked Proposers to the Chief Executive Officer. The Chief Executive Officer shall award a single contract to the most competent, responsive, and responsible Proposer in accordance with the proposal evaluation criteria.

- 3.0.9 The awarded contract will be for two years with the option to extend for an additional one year.
- 3.0.10 Proposers may supplement their proposal with attached sheets for the purpose of adding or otherwise explaining any further conditions the Proposer wish to have considered. Such supplemental attachments are to be considered items to be reviewed, accepted, rejected, or further considered by the evaluation committee.

4.0 PROPOSAL FORMAT

- 4.1 **Tabbed Proposal Submittal.** All proposals submitted in response to this RFP must be formatted in accordance with the sequence noted within the table 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 the Agency has published herein or has issued by addendum. Any proposals which fail to include all of these items will be considered a non-responsive proposal and will not be considered for evaluation.

| RFP Section | Tab No. | Description |
|-------------|-------------------|--|
| 4.1.1 | Title Page | Title Page. The title page should include the proposal subject, the firm's name, address, phone, and fax numbers, email address and contact person, date of the proposal, Federal ID number of the firm, and firm's license number with the State Board of Accountancy. |
| 4.1.2 | 1 | Knowledge and Experience. (Maximum Page Limit: 5 Pages). This section should provide information on the size of the firm, experience with auditing public housing authorities and HUD program regulations, including experience auditing ROSS, Jobs Plus, Choice Neighborhoods, etc. Include information on the firm's client portfolio and the services offered by the firm. The Proposer shall identify whether or not subcontractors will be used for the engagement, if awarded, and/or if the proposal is a joint venture with another firm. All information required from the Proposer must be included for any major subcontractors or from any joint venture. |

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| 4.1.3 | 2 | <p>Management and Staffing Plan. (Maximum Page Limit: 10 Pages). Provide a management plan that describes the firm's audit approach, including consideration of laws and procedures, the process for review, and quality control of services to be provided. Include in the response, an alternate schedule for completing the services, if different from the schedule outlined in the Scope of Work. In addition, describe any assistance expected of the Agency's staff, if other than outlined in the RFP.</p> <p>Provide a staffing plan that identifies key personnel and other staff who will be assigned to the project and duties to be performed on the project.</p> |
| 4.1.3.1 | | For the principle supervisory and management staff, including engagement partners, managers, or other supervisors, indicate whether each person is licensed to practice as a certified public accountant in the state. |
| 4.1.3.2 | | For each staff, provide their job title, background, and experience, including information on the government auditing experience of each person, relevant continuing professional education, and membership organizations relevant to the performance of this audit. |
| 4.1.3.3 | | Include in the staffing plan, the total estimated hours to be performed onsite and offsite at the auditor's office by job classification, for example, partner, manager, senior, staff. |
| 4.1.4 | 3 | <p>References. Provide no more than five (5) references of housing authorities currently under contract with the firm or clients served within the past three (3) years for whom the Proposer has performed similar services to those described in the RFP. The list shall include the: client's name, client's contact name, client's telephone number, the date the service(s) was(were) provided, and a brief narrative description and scope of the service(s), including key personnel and contract value.</p> <p>The firm is also required to submit a copy of the report of its most recent external peer review report as approved by a State Society of CPAs. The firm shall also provide information on the results of any HUD QASS review, other federal or state desk review or field review of its audits during the past three (3) years. In addition, the firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with state regulatory bodies or professional organization.</p> |
| 4.1.5 | 4 | <p>Commitment Letter. The proposal must include a signed letter indicating that if selected, your firm will sign an annual contract for audit services for a period of two (2) years. This contract may be extended for an additional one (1) year period for a total of three (3) years of audit services if mutually agreed upon by the Agency and the contractor.</p> |

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| 4.1.6 | 5 | <p>Licensing and Insurance Requirements. Prior to award, but not as part of the proposal submission, the successful contractor will be required to provide the following documents.</p> <ul style="list-style-type: none"> a. Evidence that the key personnel that will be reviewing all work performed under the engagement is licensed as a certified public accountant. b. An original certificate evidencing the contractor's current industrial (worker's compensation) insurance carrier and coverage amount. c. An original certificate evidencing the contractor's General Liability coverage. d. An original certificate evidencing the contractor's Professional Liability and/or "errors and omissions" coverage. e. A copy of the contractor's business license allowing the entity to provide such services within the jurisdiction. f. A copy of the contractor's license issued by the State of record allowing the contractor to provide the services provided in the RFP. |
| 4.1.7 | 6 | <p>Price Proposal Template. Submit a price proposal for the two (2) years and one (1) option period according to the instructions and template provided.</p> |
| 4.1.8 | 7 | <p>Form HUD 5369-A, <i>Representations, Certifications, and Other Statements of Bidders</i>. Read and initial each page indicating that you have read and agree with the contents.</p> |
| 4.1.9 | 8 | <p>Form HUD 5369-B, <i>Instructions to Proposers, Non-Construction</i>. Read and initial each page indicating that you have read and agree with the contents.</p> |
| 4.1.10 | 9 | <p>Form HUD-5370-C Section I and II, <i>General Contract Conditions, Non-Construction</i>. Read and initial each page indicating that you have read and agree with the contents.</p> |
| 4.1.11 | 10 | <p>E-Verify, Non-Collusive, and Inclusion Policy.</p> |
| 4.1.12 | 11 | <p>Proposed Services. The proposer shall place under this tab documentation further explaining the proposer's services and showing how the proposer intends to fulfill the requirements of the preceding Section 2.0 herein, including, but not limited to:</p> |
| 4.1.12.1 | | <p>As detailed within Section 4.1, Evaluation Factor No. 2, herein, the proposer's DEMONSTRATED UNDERSTANDING of the AGENCY'S REQUIREMENTS.</p> |
| 4.1.12.2 | | <p>As detailed within Section 4.1, Evaluation Factor No. 3, herein, the proposer's QUALITY of the TECHNICAL APPROACH and the SERVICES PROPOSED.</p> |

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| 4.1.12.3 | | As detailed within Section 4.1, Evaluation Factor No. 4, herein, the proposer's TECHNICAL CAPABILITIES (in terms of personnel) and the MANAGEMENT PLAN (including the ability to provide the services detailed herein). |
| 4.1.12.4 | | As detailed within Section 4.1, Evaluation Factor No. 5, herein, the proposer's DEMONSTRATED RELEVANT EXPERIENCE in performing similar work and SUCCESSFUL PAST PERFORMANCE (including meeting costs, schedules, and performance requirements) of contract work substantially similar to that required by this solicitation as verified by reference checks or other means. |
| 4.1.12.5 | | If appropriate, how staff are retained, screened, trained, and monitored. |
| 4.1.12.6 | | The proposed quality assurance program. |
| 4.1.12.7 | | An explanation and copies of forms that will be used and reports that will be submitted and the method of such reports (i.e. written; fax; internet; etc.). |
| 4.1.12.8 | | A complete description of the products and services the firm provides. |
| 4.1.13 | 12 | Equal Employment Opportunity/Supplier Diversity. The proposer must submit under this tab a copy of its Equal Opportunity Employment Policy and a complete description of the positive steps it will take to ensure compliance, to the greatest extent feasible, with the regulations detailed within the following Section 3.6 herein pertaining to supplier diversity (e.g. small, minority-, and women-owned businesses). |
| 4.1.14 | 13 | Section 3 Business Preference Documentation. For any proposer claiming a Section 3 Business Preference, he/she shall under this tab include the fully completed and executed Section 3 Business Preference Certification Form attached hereto as Attachment D and any documentation required by that form. |
| 4.1.15 | 14 | Other Information (Optional Item). The proposer may include hereunder any other general information that the proposer believes is appropriate to assist the Agency in its evaluation. |
| 4.1.16 | | Optional Tabs. If no information is to be placed under any of the above noted tabs (especially the "Optional" tabs), please place there under a statement such as "NO INFORMATION IS BEING PLACED UNDER THIS TAB" or "THIS TAB LEFT INTENTIONALLY BLANK." <u>DO NOT</u> eliminate any of the tabs. |
| 4.1.17 | | Proposal Submittal Binding Method. It is preferable and recommended that the proposer bind the proposal submittals in such a manner that the Agency can, if needed, remove the binding (i.e. "spiral-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. |

4.2 Entry of Proposed Fees.

4.2.1 The price proposal template provided below is required to be provided for Year 1 (Base Year), Year 2, and one (1) option period and will be used by the Agency to review the Proposer's overall fee and staffing level for the audit services. Proposers are instructed to complete the template for Year 1 and then duplicate the template and update/complete it for Year 2 and the option period. For the requested year, for each proposed personnel, provide the labor category, hourly rate, and estimated hours to be performed onsite at the PHA and offsite at the auditor's office for the audit work.

4.2.2 Unless otherwise stated, herein, the proposed fees are all-inclusive of all related costs that the Contractor will incur to provide the noted services, including, but not limited to: employee wages and benefits; clerical support; overhead; profit; taxes; licensing; insurance; materials; supplies; tools; equipment; long distance telephone calls; travel expenses; document copying not specifically agreed to by the Agency; etc.

| Table 4. Annual Audit Service Fee: Rate, Hours, and Total Cost by Staff - Year 1 (Base Year) | | | | | |
|---|-----------------------|---------------------------|--|-------------------------------|--------------------------|
| Staffing | Labor Category | Year 1 Hourly Rate | Year 1 Hours (Onsite) | Year 1 Hours (Offsite) | Year 1 Total Cost |
| Name of Lead Audit Firm | | | | | |
| Name 1 | | \$ | | | \$ |
| Name 2 | | \$ | | | \$ |
| Name 3 | | \$ | | | \$ |
| | | | | Subtotal, Lead Firm | \$ |
| Name of Subcontractor Firm | | | | | |
| Name 4 | | \$ | | | \$ |
| Name 5 | | \$ | | | \$ |
| | | | | Subtotal, Subcontractor | \$ |
| | | | Total, Annual Fee | | \$ |
| | | | Total, Travel (see Table 5) | | \$X,XXX.00 |
| | | | Total, Annual Fee (all inclusive) | | \$XX,XXX.00 |

4.2.3 The price proposal template provided below is required to be provided for Year 1 (Base Year), Year 2, and the one (1) option period. Proposers are instructed to complete the template for Year 1 and then duplicate the template and update/complete it for Year 2 and the option period. Provide the estimated travel associated with the onsite field work.

| Table 5. Other Expenses - Year 1 (Base Year) | | | | | | | |
|--|----------------|-------------|----------------|---------|-----------------|----------------|----------------|
| Name | Labor Category | Days Onsite | Transportation | Lodging | Meals | Other Expenses | Total Expenses |
| Name 1 | | | \$ | \$ | \$ | \$ | \$ |
| Name 2 | | | \$ | \$ | \$ | \$ | \$ |
| Name 3 | | | \$ | \$ | \$ | \$ | \$ |
| | | | | | Total, Expenses | | \$ |

- 4.2.4 Other Pricing Information – Consultation and Assistance Services.** The price proposal template provided below is required to be provided for Year 1 (Base Year), Year 2, and the one (1) option period. Proposers are instructed to complete the template for Year 1 and then duplicate the template and update/complete the template for Year 2 and the option period. For the requested year, for each proposed personnel, provide the labor category, hourly rate, and estimated hours to be performed for the project. The number of hours in the base period or any of the option periods should not exceed 100 hours. Consultation and Assistance Services must be approved by the Agency prior to services being rendered and billed. Invoicing for this task should be supported by information similar to this information requested in Table 6 along with a narrative of the task performed. Pricing for this service will be billed at the rate shown in the Proposer's Table 6.

| Table 6. Consultation and Assistance Services: Rate, Hours, and Total Cost by Staff - Year 1 (Base Year) | | | | |
|---|----------------|-----------------------|---------------------------|----------------------|
| Staffing | Labor Category | Year 1 Hourly Rate | Year 1 Hours | Year 1 Total Cost |
| Name of Lead Contractor Firm | | | | |
| Name 1 | | \$ | | \$ |
| Name 2 | | \$ | | \$ |
| Name 3 | | \$ | | \$ |
| | | | Total Hours (NTE 100) | |
| | | | Total Annual Fee (NTE) | \$ |

- 4.2.5 Quantities.** All quantities entered by the Agency herein (especially within the immediate-preceding Table 6) and within the corresponding Pricing Item(s) within Attachment H are for calculating purposes only. As may be further detailed herein, the Agency does not guarantee any minimum or maximum amount of work as a result of any award ensuing from this RFP, as the ensuing contract most likely will be a Requirements Contract, in that the Agency shall retain one contractor only and shall retain the right to order from that contractor (successful proposer), on a task order basis, any amount of services the Agency requires. Please note the immediately following exception to the aforementioned "Requirements Contract" language.

- 4.2.5.1 Exception to 4.2.5.** The Agency retains the right to, at any time during the ensuing contract period(s), complete award to more than one contractor if the Agency determines that such is in its best interests. If such occurs, the ensuing contract(s) awards shall become an Indefinite Quantities Contract (IQC), and the following clause shall apply:
- 4.2.5.1.1 Guaranteed Contract Minimum Amount and Not- to-exceed Maximum Amount.** As may be further detailed herein if the ensuing contract becomes an Indefinite Quantities Contract (IQC), which, pursuant to HUD regulation, requires the Agency to award to each responsive and responsible contractor a Guaranteed Contract Minimum Amount (GCMA) and a Not-to-exceed Maximum Contract Amount (NMCA) of work, those required minimum and maximum contract levels are: (a) GCMA: \$2,000; (b) NMCA: \$200,000 (each shall be annual amounts).
- 4.2.5.2 IMPORTANT NOTICE!!! Entry of Proposed Costs.** Proposers must submit, where provided within Attachment H, a proposed cost for each and every Pricing Item detailed within the preceding Table 6 herein.
- 4.2.5.3 Realistic Cost Proposed for each Pricing Item.** Each proposer is strongly encouraged to enter where provided within Attachment H a realistic cost for each Pricing Item, especially the hourly fees required. For example, if the successful proposer enters \$1.00 for Pricing Item No. 1 (proposers typically do so in an effort to improve their position in regards to Evaluation Factor No. 1, as detailed within Table 6 herein), then the \$1.00 is what the successful proposer will charge the Agency for any work that the Agency may retain the successful proposer to provide related to that Pricing Item if the Agency deems such retention is in the Agency's best interests to do so. Accordingly, it is the Agency's opinion that it is very much in the best interests of the proposer to propose a realistic fee for each and every Pricing Item. If, despite this warning, the successful proposer proposes a fee that the Agency deems is not realistic, then the Agency reserves the right to require the successful proposer to, at contract execution, present a cash bond in a suitable amount (e.g. \$5,000.00, which the Agency will hold during the term of the ensuing contract period) to ensure that the successful proposer will fulfill his/her obligation in this matter.
- 4.2.5.4 Review the Entry of Proposed Fees.** The Agency strongly recommends that each proposer, review the entry of proposed fees to ensure the proposed fees were input correctly and as

the proposer intended to meet the requirements herein. The proposer will NOT be able to correct this entry after the posted deadline has expired, which means that the Agency will utilize such entry, correct or incorrect, to assign the points pertaining to Evaluation Factor No. 1 listed herein.

- 4.2.5.5 Determination of the Calculated Costs.** After a proposer has entered where provided within Attachment H his/her proposed unit costs for the Pricing Item(s), the proposer will multiply the proposed unit costs by the listed quantities. The total sum of all the Pricing Line Item(s) shall be the Total Calculated Cost that the Agency will utilize to determine the points awarded for Evaluation Factor No. 1 detailed herein.
- 4.2.5.6 No Negotiation of Proposed Fees after the Submittal Deadline.** The Agency WILL NOT, after the submittal deadline, negotiate an increase to any unit costs or fees proposed prior to the submittal deadline; accordingly, proposers are strongly cautioned to submit a realistic price for each Pricing Item identified within the preceding Tables herein that the proposer chooses to submit a proposed cost for.
- 4.2.5.7 Prior Written Approval Required from the Agency.** Please note that the Contractor shall NOT, at any time during the ensuing contract period(s), conduct any work (e.g. certify or retain any temporary employee for the Agency) without the prior written authorization received from the designated Agency representative (this "prior written authorization" may take the form of an e-mail sent to the Contractor by the Agency and acknowledged by return e-mail by the Contractor). Failure to abide by this directive shall release the Agency of any obligation to pay the Contractor for any such work conducted without the noted prior written authorization.
- 4.2.5.8 Travel/Reimbursable Expenses.** Though the Agency anticipates that much of the required work will be performed remotely, it is very probable that the Agency may require the successful proposer to travel to Goldsboro, NC.
- 4.2.5.9 Pre-approval by the Agency.** The Agency will reimburse the successful proposer for reasonable Agency pre-approved (meaning, in writing by the Agency) travel costs ("reasonable," meaning in accordance with the Agency's typical Travel Policy allowances).
- 4.2.5.10 Airfare.** Though the Contractor can book airfare at any rate he/she desires, airfare will NOT be reimbursed by the Agency at "First Class" or "Business Class" rates, but at "Coach Rate" from a suitable discount carrier. The air ticket shall be ordered and paid for by the Contractor, after Agency approval

in a timely manner, so as to take advantage of discounts offered by an “advance purchase.” The Contractor shall book the airfare in an expeditious manner after receiving approval from the Agency (“expeditious,” meaning, in no more than one workday).

- 4.2.5.11 Local Transportation.** The Agency will reimburse rental car costs at reasonable rates, typically as set for the rental company at typical governmental rates or small business rates. Fuel utilized specific to providing the services will be reimbursed at cost. If the reimbursement is for travel by vehicle by a Contractor located within the region (meaning, within reasonable driving distance), the reimbursement will be a mileage fee not-to- exceed the current set IRS mileage rate.
- 4.2.5.12 Lodging.** The Agency will reimburse lodging costs for reasonable mid-range accommodations at the local set government rate for such lodging. The Agency WILL NOT approve any reimbursement for upgraded lodging such as suites unless the cost of such is the same or less than “lesser lodging rooms” (meaning, it does not cost the Agency any additional monies for the “upgraded” room).
- 4.2.5.13 Meals.** The Agency will reimburse meals at cost not to exceed the Agency’s typical daily allowance for such. The Contractor may order more meals at any level he/she wishes, but then the Agency will only reimburse the approved portion. In any case, such reimbursement for meals shall not exceed the current Goldsboro, NC Per Diem Rates as set by the IRS.
- 4.2.5.14 Travel Expense Option.** Pertaining to any of the immediate listed reimbursements, rather than having the Contractor submit to the Agency a detailed expense report and copies of receipts, the Agency may choose to pay the Contractor a set daily amount (or a portion thereof) for such expenses.
- 4.2.5.15 Booking Time/Profit/Overhead.** The Agency will not pay to the Contractor any such expenses for booking any unapproved travel.
- 4.2.6 Potential Escalation of Rates.** There will be no escalation of rates allowed during the ensuing term(s) of the contract.
- 4.2.7 No Deposit/No Retainer.** The Agency will NOT pay any deposit or retainer fees as a result of award of the ensuing contract. This means that the Agency will pay the successful proposer(s) for the consulting hourly fee, actual hours worked only. The Contractor will be required to submit a full back-up detail of any hours worked, listed by no less than the “15-minute” standard.

5.0 INVOICING AND PAYMENT

5.1 Audit Services. The auditor will submit three (3) invoices for each audit. The three invoices will total to the Total Hours, Annual Fee (all inclusive) shown in Table 4 of the Proposer's submission for each respective year, regardless of actual hours worked or other expenses occurred. The auditor will submit an invoice for payment based on schedule below.

- 5.1.1 Thirty percent (30%) of the total annual fee upon the completion of field work.
- 5.1.2 Thirty percent (30%) of the total annual fee upon delivery of the audit report.
- 5.1.3 Forty percent (40%) of the total annual fee after approval of the audit by HUD-REAC.

5.2 Consultation and Assistance Services. The auditor shall invoice the Agency monthly for consultation and assistance services as these costs are incurred. The Agency will provide payment within 30 days of an acceptable invoice.

5.3 Equitable Adjustment. At any time, the Agency may, by written notice, make changes in or additions to work or services with the general scope of the agreement. If such changes are made, an equitable adjustment will be made in the cost of the audit using the rates specified in the agreement. If the auditor believes that a change in or addition to work is beyond the general scope of the agreement, the auditor must notify the Agency in writing within 10 days of notification to begin such work. The final administrative authority in settling such disputes shall rest with the Agency.

6.0 PROPOSER'S RESPONSIBILITIES

6.1 Contact with the Agency. It is the responsibility of the proposer to address all communication and correspondence pertaining to this RFP process to the listed CO only. Proposers must not make inquiry or communicate with any other Agency staff member or official (including members of the Board of Commissioners) pertaining to this RFP. Failure to abide by this requirement may be cause for the Agency to not consider a proposal submittal received from any proposer who may not have abided by this directive.

6.1.1 Addenda. All questions and requests for information must be addressed in writing to the CO. The CO will respond to all such inquiries in writing by addendum to all prospective proposers (i.e. firms or individuals that have obtained the RFP Documents). During the RFP solicitation process, the CO will NOT conduct any *ex parte* (a substantive conversation—"substantive" meaning, when decisions pertaining to the RFP are made—between the Agency and a prospective proposer when other prospective proposers are not present) conversations that may give one prospective proposer an advantage over other prospective proposers. This does not mean that prospective proposers may not call the CO—it simply means that, other than making replies to direct the prospective proposer where his/her answer has already been issued within the solicitation documents, the CO may

not respond to the prospective proposer's inquiries but will direct him/her to submit such inquiry in writing so that the CO may more fairly respond to all prospective proposers in writing by addendum.

- 6.2 Equal Employment Opportunity and Supplier Diversity.** Both the Contractor and the Agency have, pursuant to HUD regulation, certain responsibilities pertaining to the hiring and retention of personnel and subcontractors.

6.2.1 Within 2 CFR §200.321 it states:

6.2.1.1 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

6.2.1.2 (a) The non-federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

6.2.1.3 (2) Affirmative steps must include:

6.2.1.3.1 (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

6.2.1.3.2 (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

6.2.1.3.3 (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

6.2.1.3.4 (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

6.2.1.3.5 (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

6.2.1.3.6 (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

6.2.2 Within HUD Procurement Handbook 7460.8 REV 2 it states:

6.2.2.1 Section 15.5.A, Required Efforts. Consistent with Presidential Orders 11625, 12138, and 12432, the [Agency] shall make every effort to ensure that small businesses, MBEs, WBEs, and labor surplus area businesses participate in [Agency] contracting.

6.2.2.2 Section 15.5.B, Goals. [The Agency] is encouraged to establish goals by which they can measure the effectiveness of their efforts in implementing programs in support of . . . contracting with disadvantaged firms. It is important to ensure that the means used to establish these goals do not have the effect of limiting competition and should not be used as mandatory set-aside or quota, except as may otherwise be expressly authorized in regulation or statute. Some localities have adopted minority contracting set-aside policies or geographic limitations, which may be in conflict with Federal requirements for full and open competition.

6.3 Pre-proposal Conference. There is not a pre-proposal conference scheduled in conjunction with this RFP.

7.0 PROPOSAL EVALUATION.

7.1 Objective/Subjective Evaluation Factors. The Agency intends to award the contract to the successful Proposer pursuant to a “best value” basis. An evaluation committee will review and rank each proposal using the evaluation factor and point system shown. The following factors will be utilized by the Agency 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.

| # | Evaluation Factor | Maximum Points |
|---|--|----------------|
| 1 | Firm's Knowledge and Expertise with PHAs and HUD Programs The proposal demonstrates the firm's experience with generally accepted accounting principles and audit standards as they apply to housing authorities. | 25 |
| 2 | Management and Staffing <ul style="list-style-type: none"> The audit approach adequately describes the work to be performed and provides information on the sampling techniques and analytical procedures that will be used. The Proposer's proposed management plan for assigning and overseeing the work and the proposing staffing and proposed hours provides assurance that: <ul style="list-style-type: none"> The firm has assigned staff to the project with the necessary expertise for performing and reviewing the work. The number of hours proposed by the firm to complete the audit appears reasonable. | 25 |

| # | Evaluation Factor | Maximum Points |
|---------------------|--|----------------|
| | <ul style="list-style-type: none"> The firm's approach will meet the Agency's provided timeline. | |
| 3 | Quality of Firm's References and Peer Review <ul style="list-style-type: none"> The Proposer has provided evidence of successful performance of similar audits for other housing authorities. The prior audit experience with other housing authorities have been deemed acceptable as evidenced by references and the housing authorities' response to the reference check. Latest peer review and the results of any federal or state desk reviews (if applicable) has been determined to have been acceptable. The firm has not had any disciplinary action taken or pending against the firm during the past three (3) years with state regulatory bodies or professional organization that would be deemed concerning. | 20 |
| 4 | Section 3 Requirements The Proposer is a Section 3 firm or has proposed that a portion of the work is performed by Section 3 firms, i.e., small and minority-owned businesses, women's business enterprises, labor surplus area businesses, or firms that are substantially owned by a PHA resident. | 10 |
| 5 | Price The Proposer's cost seems reasonable based on the services requested and the Proposer's management and staffing plan for each of the requested year(s). | 20 |
| Total Points | | 100 |

- 7.2 Once each Proposer's proposal has been evaluated and ranked, final negotiations will be scheduled for the top ranked Proposer. If the final negotiation is successful, the Chief Executive Officer will award a single contract to that Proposer. The CEO may require additional information or negotiations before approving an award of the contract. Should negotiations with the selected Proposer become unsuccessful, the Agency reserves the right to cease negotiations with the Proposer. In the event of cessation of negotiations with the first selected Proposer, the Agency reserves the right to either enter into similar interviews and negotiations with the next highest ranked Proposer, and so on or take other action as it deems most beneficial.

8 EVALUATION METHOD.

- 8.0.1 Initial Evaluation for Responsiveness.** Each proposal received will first be evaluated for responsiveness (i.e. meets the minimum of the requirements).
- 8.0.2 Evaluation Packet.** An evaluation packet will be prepared for each evaluator, including the following documents:
- 8.0.2.1** Instructions to Evaluators;
 - 8.0.2.2** Proposal Tabulation Form;
 - 8.0.2.3** Written Narrative Form for each proposer;
 - 8.0.2.4** Recap of each proposer's responsiveness;
 - 8.0.2.5** Copy of all pertinent RFP documents.
- 8.0.3 Evaluation Committee.** The Agency 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. As detailed within this document, the designated CO is the only person at the Agency that the proposers shall contact pertaining to this RFP. Failure to abide by this requirement may (and most likely will) cause such proposer(s) to be eliminated from consideration for award.
- 8.0.4 Evaluation.** The CO will evaluate and award points pertaining to Evaluation Factors (the "Objective" Factors). The appointed evaluation committee, independent of the CO or any other person at the Agency, shall evaluate the responsive proposals submitted and award points pertaining to Evaluation Factors. Upon final completion of the proposal evaluation process, the evaluation committee will forward the completed evaluations to the CO.
- 8.0.4.1 Points Awarded Range.** Pertaining to the Subjective Factors, please note the following range of points awarded.

- 8.0.5 Determination of Top-ranked Proposer.** Typically, the subjective points awarded by the evaluation committee will be combined with the objective points awarded by the CO to determine the final rankings, which is typically forwarded by the CO to the Chief Executive Officer for approval. If the evaluation was performed to the satisfaction of the Chief Executive Officer, the final rankings may be forwarded to the Housing Authority Board of Commissioners (BOC) at a scheduled meeting for disclosure purposes. Contract negotiations may, at the Agency's option, be conducted prior to or after the CEO's approval.
- 8.0.5.1 Minimum Evaluation Results.** To be considered to receive an award a proposer must receive a total calculated average of at least 70 points.
- 8.0.5.2 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."
- 8.0.6 Notice of Results of Evaluation.** If an award is completed, all proposers will receive by e-mail a Notice of Results of Evaluation. Such notice shall inform all proposers of:
- 8.0.6.1** Which proposer received the award;
- 8.0.6.2** Where each proposer placed in the process as a result of the evaluation of the proposals received;
- 8.0.6.3** The cost or financial offers received from each proposer;
- 8.0.6.4** Each proposer's right to a debriefing and to protest.
- 8.0.7 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 the Agency evaluation committee. Similarly, all persons having ownership interest in and/or contract with a proposer entity will be excluded from participation on the Agency evaluation committee.

8.0 CONTRACT AWARD.

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

8.1.1 By completing, executing and submitting a proposal, the “proposer is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by the Agency. Accordingly, the Agency has no responsibility to conduct, after the submittal deadline, any negotiations pertaining to the contract clauses already published.

8.2 Contract Conditions. The following provisions are considered mandatory conditions of any contract award made by the Agency pursuant to this RFP:

8.2.1 Contract Form. The Agency will not execute a contract on the Contractor’s form—contracts will only be executed on the Agency form and by submitting a proposal the Contractor agrees to do so (please note that the Agency reserves the right to amend this form as the Agency deems necessary). However, the Agency will during the RFP process (prior to the posted question deadline) consider any contract clauses that the proposer wishes to include therein and submits in writing a request for the Agency to do so; but the failure of the Agency to include such clauses does not give the Contractor the right to refuse to execute the Agency’s contract form. It is the responsibility of each prospective proposer to notify the Agency, 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 Agency will consider and respond to such written correspondence, and if the prospective proposer is not willing to abide by the Agency’s response (decision), then that prospective proposer shall be deemed ineligible to submit a proposal.

8.2.1.1 Mandatory HUD Forms. Please note that the Agency 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 a part of this RFP.

8.2.1.2 E-Verify Affidavit. The Contractor must certify compliance with North Carolina E-Verify requirements, in that the Contractor is registered, uses, and will continue to use the E-Verify, Federal Work Authorization Program throughout the contract period. This Form is attached to this RFP document. This 1-page Form will be fully completed and executed where provided thereon by the successful proposer and will be a part of the ensuing contract (NOTE: It is NOT necessary to complete and submit this form as a part of the proposal submittal—only the awarded proposer(s) will be required to do so as a part of the contract execution).

- 8.2.2 **Assignment of Personnel.** The Agency shall retain the right to demand and receive a change in personnel assigned to the work if the Agency believes that such change is in the best interest of the Agency and the completion of the contracted work.
 - 8.2.3 **Unauthorized Sub-contracting Prohibited.** The Contractor 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 CO. Any purported assignment of interest or delegation of duty, without the prior written consent of the CO shall be void and may result in the cancellation of the contract with the Agency, or may result in the full or partial forfeiture of funds paid to the Contractor as a result of the proposed contract; either as determined by the CO.
- 8.3 **Contract Period.** The Agency anticipates that it will initially award a contract for the period of Year 1 (Base Year), Year 2, and one (1) option period, at the Agency's discretion.
- 8.4 **Licensing and Insurance Requirements.** Prior to award (but not as a part of the proposal submission) the *Contractor* will be required to provide:
 - 8.4.1 **Workers Compensation Insurance.** An original certificate evidencing the proposer's current industrial (worker's compensation) insurance carrier and coverage amount (NOTE: Workers Compensation Insurance will be required of any Contractor that has employees other than just the owner working on- site to provide the services);
 - 8.4.2 **General Liability Insurance.** An original certificate evidencing General Liability coverage, naming the Agency as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the Agency 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 any one person of \$5,000), with a commercially reasonable deductible (e.g. "commercially reasonable," meaning not greater than 1% of the "general aggregate minimum" of the policy, with a maximum deductible amount of \$50,000;
 - 8.4.3 **Professional Liability Insurance.** 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 \$1,000,000), with a commercially reasonable deductible (e.g. "commercially reasonable," meaning not greater than 1% of the "general aggregate minimum" of the policy, with a maximum deductible amount of \$50,000;

- 8.4.4 Automobile Insurance.** 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 \$100,000/\$300,000 and medical pay of \$5,000.
- 8.4.5 City/County/State Business License.** If applicable, a copy of the proposer's business license allowing that entity to provide such services within the City of Goldsboro, Wayne County, and/or the State of North Carolina.
- 8.4.6 Certificates/Profile of Firm Form.** Pertaining to the aforementioned insurance certificates and licenses, each proposer is required to enter related information where provided for on the Profile of Firm Form (do not attach or submit copies of the insurance certificates or licenses within the proposal submittal—we will garner the necessary documents from the successful proposer prior to contract execution).
- 8.5 Right to Negotiate Final Fees.** The Agency shall retain the right to negotiate the amount of fees that are paid to the Contractor, meaning the fees proposed by the top- rated proposer may, at the Agency's options, be the basis for the beginning of negotiations. Such negotiations shall begin after the Agency has chosen a top-rated proposer. If such negotiations are not, in the opinion of the CO successfully concluded within 5 business days, the Agency shall retain the right to end such negotiations and begin negotiations with the next-rated proposer. The Agency shall also retain the right to negotiate with and make an award to more than one proposer.
- 8.6 Contract Service Standards.** All work performed pursuant to this RFP must conform and comply with all applicable local, state, and federal codes, statutes, laws, and regulations.
- 8.7 Prompt Return of Contract Documents.** Any and all documents required to complete the contract, including contract signature by the successful proposers, shall be provided to the Agency within 10 workdays of notification by the Agency.

9 ATTACHMENTS

- A Table 4. Annual Audit Service Fee (Price Proposal Template)**
- B Form HUD 5369-A, *Representations, Certifications, and Other Statements of Bidders***
- C Form HUD 5369-B, *Instructions to Bidders, Non-Construction***
- D Inclusion Policy Including Section 3 Business Preference Documentation**
- E Form HUD 5370-C Section I and II, *General Contract Conditions, Non-Construction***
- F E-Verify Affidavit**
- G Non-Collusive Form**
- H Table 5. Other Expenses**
Table 6. Consultation and Assistance Services

ATTACHMENTS

ATTACHMENT A

**Table 4. Annual Audit Service Fee:
Rate, Hours, and Total Cost by Staff – Year 1 (Base Year)**

| Staffing Name of Lead Audit Firm | Labor Category | Year 1 Hourly Rate | Year 1 Hours (Onsite) | Year 1 Hours (Offsite) | Year 1 Total Cost) |
|-------------------------------------|----------------|-----------------------|--|----------------------------|-----------------------|
| Name 1 | | \$ | | | \$ |
| Name 2 | | \$ | | | \$ |
| Name 3 | | \$ | | | \$ |
| | | | | Subtotal, Lead Firm | \$ |
| | | | | | |
| Name of Subcontractor Firm | | | | | |
| Name 4 | | \$ | | | \$ |
| Name 5 | | \$ | | | \$ |
| | | | | Subtotal, Subcontractor | \$ |
| | | | | | |
| | | | Total, Annual Fee | | \$ |
| | | | Total, Travel (see Table 5) | | \$ |
| | | | Total, Annual Fee (all inclusive) | | \$ |

ATTACHMENT B

**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)

ATTACHMENT C

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

**Instructions to Bidders for Contracts
Public and Indian Housing Programs**

Instructions to Bidders for Contracts

Public and Indian Housing Programs

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1. Bid Preparation and Submission

(a) Bidders are expected to examine the specifications, drawings, all instructions, and, if applicable, the construction site (see also the contract clause entitled **Site Investigation and Conditions Affecting the Work** of the *General Conditions of the Contract for Construction*). Failure to do so will be at the bidders' risk.

(b) All bids must be submitted on the forms provided by the Public Housing Agency/Indian Housing Authority (PHA/IHA). Bidders shall furnish all the information required by the solicitation. Bids must be signed and the bidder's name typed or printed on the bid sheet and each continuation sheet which requires the entry of information by the bidder. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority. (Bidders should retain a copy of their bid for their records.)

(c) Bidders must submit as part of their bid a completed form HUD-5369-A, "Representations, Certifications, and Other Statements of Bidders."

(d) All bid documents shall be sealed in an envelope which shall be clearly marked with the words "Bid Documents," the Invitation for Bids (IFB) number, any project or other identifying number, the bidder's name, and the date and time for receipt of bids.

(e) If this solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "No Bid" in the space provided for any item on which no price is submitted.

(f) Unless expressly authorized elsewhere in this solicitation, alternate bids will not be considered.

(g) Unless expressly authorized elsewhere in this solicitation, bids submitted by telegraph or facsimile (fax) machines will not be considered.

(h) If the proposed contract is for a Mutual Help project (as described in 24 CFR Part 905, Subpart E) that involves Mutual Help contributions of work, material, or equipment, supplemental information regarding the bid advertisement is provided as an attachment to this solicitation.

2. Explanations and Interpretations to Prospective Bidders

(a) Any prospective bidder desiring an explanation or interpretation of the solicitation, specifications, drawings, etc., must request it at least 7 days before the scheduled time for bid opening. Requests may be oral or written. Oral requests must be confirmed in writing. The only oral clarifications that will be provided will be those clearly related to solicitation procedures, i.e., not substantive technical information. No other oral explanation or interpretation will be provided. Any information given a prospective bidder concerning this solicitation will be furnished promptly to all other prospective bidders as a written amendment to the solicitation, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to other prospective bidders.

(b) Any information obtained by, or provided to, a bidder other than by formal amendment to the solicitation shall not constitute a change to the solicitation.

3. Amendments to Invitations for Bids

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

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date on the bid form, or (3) by letter, telegram, or facsimile, if those methods are authorized in the solicitation. The PHA/IHA must receive acknowledgement by the time and at the place specified for receipt of bids. Bids which fail to acknowledge the bidder's receipt of any amendment will result in the rejection of the bid if the amendment(s) contained information which substantively changed the PHA's/IHA's requirements.

(c) Amendments will be on file in the offices of the PHA/IHA and the Architect at least 7 days before bid opening.

4. Responsibility of Prospective Contractor

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

- (1) Integrity;
- (2) Compliance with public policy;
- (3) Record of past performance; and
- (4) Financial and technical resources (including construction and technical equipment).

(b) Before a bid is considered for award, the bidder may be requested by the PHA/IHA to submit a statement or other documentation regarding any of the items in paragraph (a) above. Failure by the bidder to provide such additional information shall render the bidder nonresponsible and ineligible for award.

5. Late Submissions, Modifications, and Withdrawal of Bids

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

(1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the PHA/IHA that the late receipt was due solely to mishandling by the PHA/IHA after receipt at the PHA/IHA; or

(3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and observed holidays.

(b) Any modification or withdrawal of a bid is subject to the same conditions as in paragraph (a) of this provision.

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

(d) The only acceptable evidence to establish the time of receipt at the PHA/IHA is the time/date stamp of PHA/IHA on the proposal wrapper or other documentary evidence of receipt maintained by the PHA/IHA.

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

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

(g) Bids may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before the exact time set for opening of bids; provided that written confirmation of telegraphic or facsimile withdrawals over the signature of the bidder is mailed and postmarked prior to the specified bid opening time. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

6. Bid Opening

All bids received by the date and time of receipt specified in the solicitation will be publicly opened and read. The time and place of opening will be as specified in the solicitation. Bidders and other interested persons may be present.

7. Service of Protest

(a) Definitions. As used in this provision:

"Interested party" means an actual or prospective bidder whose direct economic interest would be affected by the award of the contract.

"Protest" means a written objection by an interested party to this solicitation or to a proposed or actual award of a contract pursuant to this solicitation.

(b) Protests shall be served on the Contracting Officer by obtaining written and dated acknowledgement from —

[Contracting Officer designate the official or location where a protest may be served on the Contracting Officer]

(c) All protests shall be resolved in accordance with the PHA's/IHA's protest policy and procedures, copies of which are maintained at the PHA/IHA.

8. Contract Award

(a) The PHA/IHA will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the PHA/IHA considering only price and any price-related factors specified in the solicitation.

(b) If the apparent low bid received in response to this solicitation exceeds the PHA's/IHA's available funding for the proposed contract work, the PHA/IHA may either accept separately priced items (see 8(e) below) or use the following procedure to determine contract award. The PHA/IHA shall apply in turn to each bid (proceeding in order from the apparent low bid to the high bid) each of the separately priced bid deductible items, if any, in their priority order set forth in this solicitation. If upon the application of the first deductible item to all initial bids, a new low bid is within the PHA's/IHA's available funding, then award shall be made to that bidder. If no bid is within the available funding amount, then the PHA/IHA shall apply the second deductible item. The PHA/IHA shall continue this process until an evaluated low bid, if any, is within the PHA's/IHA's available funding. If upon the application of all deductibles, no bid is within the PHA's/IHA's available funding, or if the solicitation does not request separately priced deductibles, the PHA/IHA shall follow its written policy and procedures in making any award under this solicitation.

(c) In the case of tie low bids, award shall be made in accordance with the PHA's/IHA's written policy and procedures.

(d) The PHA/IHA may reject any and all bids, accept other than the lowest bid (e.g., the apparent low bid is unreasonably low), and waive informalities or minor irregularities in bids received, in accordance with the PHA's/IHA's written policy and procedures.

(e) Unless precluded elsewhere in the solicitation, the PHA/IHA may accept any item or combination of items bid.

(f) The PHA/IHA may reject any bid as nonresponsive if it is materially unbalanced as to the prices for the various items of work to be performed. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(g) A written award shall be furnished to the successful bidder within the period for acceptance specified in the bid and shall result in a binding contract without further action by either party.

9. Bid Guarantee (applicable to construction and equipment contracts exceeding \$25,000)

All bids must be accompanied by a negotiable bid guarantee which shall not be less than five percent (5%) of the amount of the bid. The bid guarantee may be a certified check, bank draft, U.S. Government Bonds at par value, or a bid bond secured by a surety company acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. In the case where the work under the contract will be performed on an Indian reservation area, the bid guarantee may also be an irrevocable Letter of Credit (see provision 10, Assurance of Completion, below). Certified checks and bank drafts must be made payable to the order of the PHA/IHA. The bid guarantee shall insure the execution of the contract and the furnishing of a method of assurance of completion by the successful bidder as required by the solicitation. Failure to submit a bid guarantee with the bid shall result in the rejection of the bid. Bid guarantees submitted by unsuccessful bidders will be returned as soon as practicable after bid opening.

10. Assurance of Completion

(a) Unless otherwise provided in State law, the successful bidder shall furnish an assurance of completion prior to the execution of any contract under this solicitation. This assurance may be [Contracting Officer check applicable items] —

[] (1) a performance and payment bond in a penal sum of 100 percent of the contract price; or, as may be required or permitted by State law;

[] (2) separate performance and payment bonds, each for 50 percent or more of the contract price;

[] (3) a 20 percent cash escrow;

[] (4) a 25 percent irrevocable letter of credit; or,

[] (5) an irrevocable letter of credit for 10 percent of the total contract price with a monitoring and disbursements agreement with the IHA (applicable only to contracts awarded by an IHA under the Indian Housing Program).

(b) Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. Individual sureties will not be considered. U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of companies listed in this circular is mandatory. Copies of the circular may be downloaded on the U.S. Department of Treasury website <http://www.fms.treas.gov/c570/index.html>, or ordered for a minimum fee by contacting the Government Printing Office at (202) 512-2168.

(c) Each bond shall clearly state the rate of premium and the total amount of premium charged. The current power of attorney for the person who signs for the surety company must be attached to the bond. The effective date of the power of attorney shall not precede the date of the bond. The effective date of the bond shall be on or after the execution date of the contract.

(d) Failure by the successful bidder to obtain the required assurance of completion within the time specified, or within such extended period as the PHA/IHA may grant based upon reasons determined adequate by the PHA/IHA, shall render the bidder ineligible for award. The PHA/IHA may then either award the contract to the next lowest responsible bidder or solicit new bids. The PHA/IHA may retain the ineligible bidder's bid guarantee.

11. Preconstruction Conference (applicable to construction contracts)

After award of a contract under this solicitation and prior to the start of work, the successful bidder will be required to attend a preconstruction conference with representatives of the PHA/IHA and its architect/engineer, and other interested parties convened by the PHA/IHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract (e.g., Equal Employment Opportunity, Labor Standards). The PHA/IHA will provide the successful bidder with the date, time, and place of the conference.

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

(a) HUD has determined that the contract awarded under this solicitation is subject to the requirements of section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)). Section 7(b) requires that any contract or subcontract entered into for the benefit of Indians shall require that, to the greatest extent feasible

(1) Preferences and opportunities for training and employment (other than core crew positions; see paragraph (h) below) in connection with the administration of such contracts or subcontracts be given to qualified "Indians." The Act defines "Indians" to mean persons who are members of an Indian tribe and defines "Indian tribe" to mean any Indian tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians; and,

(2) Preference in the award of contracts or subcontracts in connection with the administration of contracts be given to Indian organizations and to Indian-owned economic enterprises, as defined in section 3 of the Indian Financing Act of 1974 (25 U.S.C. 1452). That Act defines "economic enterprise" to mean any Indian-owned commercial, industrial, or business activity established or organized for the purpose of profit, except that the Indian ownership must constitute not less than 51 percent of the enterprise; "Indian organization" to mean the governing body of any Indian tribe or entity established or recognized by such governing body; "Indian" to mean 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; and Indian "tribe" to mean 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.

(b) (1) The successful Contractor under this solicitation shall comply with the requirements of this provision in awarding all subcontracts under the contract and in providing training and employment opportunities.

(2) A finding by the IHA that the contractor, either (i) awarded a subcontract without using the procedure required by the IHA, (ii) falsely represented that subcontracts would be awarded to Indian enterprises or organizations; or, (iii) failed to comply with the contractor's employment and training preference bid statement shall be grounds for termination of the contract or for the assessment of penalties or other remedies.

(c) If specified elsewhere in this solicitation, the IHA may restrict the solicitation to qualified Indian-owned enterprises and Indian organizations. If two or more (or a greater number as specified elsewhere in the solicitation) qualified Indian-owned enterprises or organizations submit responsive bids, award shall be made to the qualified enterprise or organization with the lowest responsive bid. If fewer than the minimum required number of qualified Indian-owned enterprises or organizations submit responsive bids, the IHA shall reject all bids and readvertise the solicitation in accordance with paragraph (d) below.

(d) If the IHA prefers not to restrict the solicitation as described in paragraph (c) above, or if after having restricted a solicitation an insufficient number of qualified Indian enterprises or organizations submit bids, the IHA may advertise for bids from non-Indian as well as Indian-owned enterprises and Indian organizations. Award shall be made to the qualified Indian enterprise or organization with the lowest responsive bid if that bid is -

(1) Within the maximum HUD-approved budget amount established for the specific project or activity for which bids are being solicited; and

(2) No more than the percentage specified in 24 CFR 905.175(c) higher than the total bid price of the lowest responsive bid from any qualified bidder. If no responsive bid by a qualified Indian-owned economic enterprise or organization is within the stated range of the total bid price of the lowest responsive bid from any qualified enterprise, award shall be made to the bidder with the lowest bid.

(e) Bidders seeking to qualify for preference in contracting or subcontracting shall submit proof of Indian ownership with their bids. Proof of Indian ownership shall include but not be limited to:

(1) Certification by a tribe or other evidence that the bidder is an Indian. The IHA shall accept the certification of a tribe that an individual is a member.

(2) Evidence such as stock ownership, structure, management, control, financing and salary or profit sharing arrangements of the enterprise.

(f) (1) All bidders must submit with their bids a statement describing how they will provide Indian preference in the award of subcontracts. The specific requirements of that statement and the factors to be used by the IHA in determining the statement's adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement shall be rejected as nonresponsive. The IHA may require that comparable statements be provided by subcontractors to the successful Contractor, and may require the Contractor to reject any bid or proposal by a subcontractor that fails to include the statement.

(2) Bidders and prospective subcontractors shall submit a certification (supported by credible evidence) to the IHA in any instance where the bidder or subcontractor believes it is infeasible to provide Indian preference in subcontracting. The acceptance or rejection by the IHA of the certification shall be final. Rejection shall disqualify the bid from further consideration.

(g) All bidders must submit with their bids a statement detailing their employment and training opportunities and their plans to provide preference to Indians in implementing the contract; and the number or percentage of Indians anticipated to be employed and trained. Comparable statements from all proposed subcontractors must be submitted. The criteria to be used by the IHA in determining the statement(s)'s adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement(s), or that includes a statement that does not meet minimum standards required by the IHA shall be rejected as nonresponsive.

(h) Core crew employees. A core crew employee is an individual who is a bona fide employee of the contractor at the time the bid is submitted; or an individual who was not employed by the bidder at the time the bid was submitted, but who is regularly employed by the bidder in a supervisory or other key skilled position when work is available. Bidders shall submit with their bids a list of all core crew employees.

(i) Preference in contracting, subcontracting, employment, and training shall apply not only on-site, on the reservation, or within the IHA's jurisdiction, but also to contracts with firms that operate outside these areas (e.g., employment in modular or manufactured housing construction facilities).

(j) Bidders should contact the IHA to determine if any additional local preference requirements are applicable to this solicitation.

(k) The IHA [] does [] does not [Contracting Officer check applicable box] maintain lists of Indian-owned economic enterprises and Indian organizations by specialty (e.g., plumbing, electrical, foundations), which are available to bidders to assist them in meeting their responsibility to provide preference in connection with the administration of contracts and subcontracts.

ATTACHMENT D



September 23, 2021

Mr. Anthony Goodson, Jr., CEO
Goldsboro Housing Authority
700 North Jefferson Avenue
Goldsboro, NC 27530

This policy was written for The Housing Authority of the City of Goldsboro (HACG) at the request of Mr. Anthony Goodson, Jr., Chief Executive Officer, to ensure the equitable participation of all minority groups, small, emerging businesses, and Section 3 Resident Owned Businesses in HACG future contracting.

Recognizing that contracting goals have failed to meet the intended results of enhanced minority and women-owned businesses participating in the contracting of goods and services for HACG, Mr. Goodson is now focused on definite participation through the establishment of these contracting requirements. Beyond that, HACG desires to enhance those objectives by creating and expanding on the target groups who qualify for special consideration. Therefore, this Policy shall include:

- Minority and Women-owned Businesses
- Small and Emerging Local Businesses
- HUD Section 3 Policy (In compliance with the 24 CFR Part 75)
- Major Employer Status (Preference for Employing Local Residents)
- Veteran-owned Businesses
- Special Population Groups/Organizations

Contract Inclusion Participation Policy

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POLICY PURPOSE

The purpose of this inclusion policy is to ensure a minimum participation by minority and small businesses based in Goldsboro in the contracting of the Goldsboro Housing Authority. Furthermore, this policy is designed to protect those residents (low income and other) by ensuring they will receive priority in any new employment created by the contracting or other hiring by Goldsboro Housing Authority.

This policy shall set a precedent of prioritizing local businesses and residents as never before seen in any one local market. Through insight into the future, where technology continues to absorb jobs, the GHA leadership feels the time is now to protect as many employment opportunities as possible from outside interest.

The designated contact for all inclusion policy questions and concerns:

Thaddeus B. Washington
Section 3 Coordinator
(919) 735-4226 ext: 1402
twashington@hacg.org

Minority- and Women-Owned Businesses

Contract Inclusion Participation Policy

DEFINITIONS

Minority Business Enterprise (MBE) - A business concern that has been certified to be at least 51 percent owned, managed, operated and controlled by one or more minorities, or in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more minorities who are a member of any of the following groups:

(a) African American. All persons having origins in any of the black racial groups of African descent as well as those who identify as Jamaican, Trinidadian, and West Indian;

(b) Asian or Pacific Islander. All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippine Islands, and Samoa;

(c) Asian-Indian. All persons whose origins are from India, Pakistan, and Bangladesh;

(d) Hispanic. All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race; and

(e) American Indian and Alaskan native. All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community; to include Aleuts and Eskimo.

Please note, the federal government has stated that this designation is based on self-identification of the individual and not any other factor, such as birth records, drivers' licenses, or passports. That means, there may be times in which a person does not appear to meet an ethnic class but in fact is self-identifying accordingly.

Also, it must be stated that according to many native tribal customs, if a person or their family members name appears on the Dawes Census with proof of lineage, they can be considered 100% Native American. Slaves and Freedman along with white (male Irish) people were recorded as Native American because of the census records taken after the Trail of Tears and return of the indigenous people to their new lands.

Women-Owned Business Enterprise (WBE) - A business concern that is:

(1) At least 51 percent owned, managed, operated, and controlled by one or more women or in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more women. Because a WBE can also be counted under other designated categories within this policy, it will be an acceptable practice for any contractor/vendor to layer priority and preference categories and designations.; and

Contract Inclusion Participation Policy

(2) Whose daily business operations are managed and directed by one or more of the women owners.

REQUIREMENTS FOR M/WBE CONTRACTING

It is the intent of HACG to ensure minority- and women-owned businesses a place within the annual contracts issued by the authority without regard for the contracting level.

To this end, HACG is stipulating that effective November 1, 2021 minority and women shall make up Thirty percent respectively (30%) of the total contracting dollars issued by HACG in any one fiscal

Beyond the total for all annual contract values above, HACG is hereby requiring all contracts in excess of \$100,000 that minority- and women-owned businesses must be at a minimum Thirty-five percent (35%) of the total dollar value of all contracting for those specific projects.

These are minimum requirements only and every documented recruiting effort must be made to notify these target groups of the contracting opportunities and every consideration granted them in reviewing, assessing qualifications, and awarding contracts.

These required documents must include, but are not limited to:

- ☐ Notifying in writing all local (Goldsboro-based) minority contracting organizations feasible
- ☐ Hosting informational meetings before any contracts are let with all contractors including minority- and women-owned businesses
- ☐ Direct email invitations/notices of all meetings and bid opportunities well in advance of letting any contracts
- ☐ Providing the highest priority of contracting to qualified Goldsboro-based contractors with minority- and women-owned businesses
- ☐ Newspaper advertising for all projects over \$100,000 with specific language “Encouraging minority and women owned businesses to bid” the work
- ☐ Ensure a system of considering qualified minority- and women-owned businesses when rebidding any work must be completed, despite the response of such firms in any initial bidding responses
- ☐ Only expand outside of Goldsboro after a thorough and documented bidding outreach to provide notice and consideration for local minority- and women-owned businesses
- ☐ Ensure that minority- and women-owned businesses are being considered for all professional, trade, and other work so they are not limited to simply one category or trade level

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All efforts undertaken must be clearly documented, retained, and provided to HACG upon request. Such documents must be retained for a minimum of seven years beyond closeout of any contract despite the results and contract value.

Any HACG contract not meeting these requirements and contracting levels will be subject to termination by the CEO for non-compliance, unless sufficient documentation can be provided verifying outreach and bidding consideration efforts.

Such bidding consideration can include breaking large contracts into smaller components to allow small and emerging and existing businesses to participate at an economic level suitable to their qualifications of credit, capital, and experience. Large contractors should consider offering small contractors true daily mentorship in operational matters when such actions will not hinder project completion or cost schedules, but may provide important educational and capacity building for the small contractor.

These same considerations shall be provided to smaller minority- and women-owned businesses providing materials only for any contract. Such material and supply contracts will count toward the overall 30% and/or 35% requirement.

A list of all minority- and women-owned businesses with their contract value and percentage of the whole contract must be made available to HACG prior to contract start, with every pay application/invoice, draw meeting (where applicable) and at contract closeout. If at any time the required 30% and/or 35% is not met, HACG reserves the right to stop work, review the contracting and bidding status (including actual bids by all contractors), and take any action it deems appropriate to ensure this requirement has been met, up to termination of contract, if the efforts were not met or are acceptable to the CEO.

Contractors will remain in full control of the outreach process without hinderance from the HACG staff. Therefore, all of the outcomes are also exclusively tied to the contractor. Any assistance requested from the HACG staff is not intended to be assumed to remove or replace the contractors' responsibilities toward meeting or exceeding these contract requirements.

END OF THE MINORITY- AND WOMEN-OWNED BUSINESSES POLICY PORTION

Small and Emerging Businesses

Contract Inclusion Participation Policy

1.0 DEFINITIONS

As used herein the following terms shall have the following meanings:

Capital Project - A project set forth in the Capital Improvement Program funded by The Housing Authority of the City of Goldsboro.

Capital Improvement Program (CIP) - An annual list of specific construction projects to be completed by The Housing Authority of the City of Goldsboro.

Procurement - The Housing Authority of the City of Goldsboro requisitioning the work or services to be performed as part of an overall Capital Project or S&EB eligible project.

Requirement - Targeted outcome of the program also refers to the ratio or dollar amount of project potential for qualified, sub-contracting HACG- S&EB.

Independent Firm - A business which is owned, operated, controlled and managed by an individual with at least 51% ownership, and upon whom the success and/or failure of the firm depends.

Price Sharing - A form of collusion in which information is shared between two or more parties for a fraudulent, illegal, or deceitful purpose.

Prime Contractor - The principal contractor who has been awarded the contract for the capital project.

Prime Contracts - Contracts to perform on whole or principal capital projects.

Program - The components that comprise the S&EB requirement, including processes.

Request for Proposal (RFP) - A document issued by Goldsboro Housing Authority whereby the Purchasing Department outlines the intent to purchase a good or service inviting potential vendors to submit proposals for products, solutions and services.

Request for Qualifications (RFQ) - A competitive process conducted by Goldsboro Housing Authority whereby the Purchasing Department publicly advertises requests for businesses to submit a proposal outlining the entity's qualifications for the pre-qualification and procurement of professional services, service contracts, etc.

Small and Emerging Business(es) - See requirements in Section 3.0 below.

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Subcontractor - The one who takes a portion of contract from principal contractor or another subcontractor.

Goldsboro Housing Authority Service Area - The area composed of the legal boundaries of Goldsboro, NC. This may include the appropriate MSA area as applicable.

Goldsboro Housing Authority's Small and Emerging Business (S&EB) - All businesses who meet all of the criteria established under this resolution and is self-certified hereunder.

2.0 PURPOSE AND OVERVIEW OF THE PROGRAM

The purpose of the program is to provide opportunities for qualified Small and Emerging Businesses (S&EB), to conduct business with Goldsboro Housing Authority. Small and Emerging Businesses must meet a series of qualifications and self-certify they have adequately met those criteria as defined herein to qualify to participate in the program prior to gaining access to the program's bidding opportunities.

3.0 CRITERIA FOR CERTIFICATION

Self-certification shall be made by any business for which the owner has the ability and expertise to manage and control the firm's operations and work.

3.1 To self-certify as a S&EB, an individual owner must meet the following criteria:

3.1.1 reside in the city in the Goldsboro Housing Authority Service Area for a minimum of one year at the time the response to any solicitation is submitted; or have an established business headquartered for a minimum of six months in Goldsboro;

3.1.2 have a personal net worth less than \$250,000, excluding personal residence, including but not limited to business value and assets (measured as book value), ownership in other businesses and all other assets personally owned, held in trust for the individual owner's benefit, or held by a spouse;

3.1.3 have not received any contracts under this designation in the past two years from any other locale in NC;

3.1.4 own and control more than 51% of the business interest of the business entity being certified;

3.1.5 own any license required by local, state, or federal law;

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3.1.6 have expertise normally required by the industry for the field for which certification is being made;

3.1.7 be a for-profit small business concern;

3.1.8 not be a front, a broker, or a pass-through for others;

3.1.9 perform a commercially useful function typical of the field for which certification is being made;

3.1.10 not be controlled or operate as front by non-S&EB family owned, former or present employers;

3.1.11 not have familial relationships that may be in conflict with any other public housing regulations regarding contracts and procurement;

3.1.12 the S&EB owner(s) contributions of capital or expertise to acquire the ownership interest must be real and substantial; and

3.1.13 be a business, including a sole proprietorship, partnership, corporation, limited liability company, or any other business or professional entity;

3.1.13.1 Which is at least 51% owned by one or more of the individuals identified herein in paragraph (c)(1) the ownership of any such business that has been in existence for six months or over must have maintained such 51% ownership for at least six months; and

3.1.13.2 In the case of a publicly owned business, at least 51% of all classes of the stock of which is owned by one or more of such persons each of whom meets the personal net worth criteria set forth above; and

3.1.13.3 Be a citizen or lawfully admitted permanent resident of the United States and be compliant with the residency requirements of the S&EB program.

3.2 Only a firm that is managed and controlled by a S&EB may self-certify under the S&EB program. The S&EB owner(s) must actually exercise control over the firm's operations, work, management, and policy. Evidence of such controls are as follows:

3.2.1 A firm must not be subject to any formal or informal restrictions that limit the customary discretion of such owner. There can be no restrictions through corporate charter provisions, by-law provisions, contracts, or any other formal or informal devices that prevent the S&EB owner, without the cooperation or vote of a non-qualifying person or entity from making any business decision of the firm.

3.2.2 The S&EB owner may delegate various areas of the management or daily operations of the firm to persons, only if such delegation is typical in the industry for such businesses. Such delegations of authority must be revocable, and the S&EB must retain the power to hire and terminate any such person. The S&EB owner must have an overall understanding of the

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business, and managerial/technical competence, experience, and expertise, directly related to the firm's operations and work.

3.2.3 The S&EB owner cannot engage in outside employment or other business interests that conflicts with the management of the firm or prevents the owner from devoting sufficient time and attention to the affairs of the firm to manage and control its activities unless such activities would be appropriate with commensurate businesses, in order to avoid fake or fraudulent certifications.

3.3 Only an independent firm may be certified as a S&EB. An independent firm is one whose viability does not depend on its relationship with another firm. Recognition of a self-certified entity as a separate entity for tax or corporate purposes is not necessarily sufficient to demonstrate that a firm is independent. In determining whether an entity is an independent business, the CEO or their designee over Contracts and Procurement will:

3.3.1 Scrutinize relationships with non-S&EB in such areas as personnel, facilities, equipment, financial and/or bonding support, and other resources.

3.3.2 Consider whether present or recent family, or employer/employee relationships between the entity compromises the entity's independence.

3.3.3 Examine the entity's relationships with non-S&EB prime contractors to determine whether a pattern of exclusive or primary dealings with a prime contractor compromises the entity's independence.

3.3.4 Consider the consistency of relationships between the entity and non-S&EB with normal industry practices.

3.3.5 An owner shall self-certify only for specific types of work for which the owner(s) has the ability and expertise to manage and control the firm's operations and work.

4.0 PROGRAM ADMINISTRATION GUIDELINES

4.1 The Housing Authority of the City of Goldsboro's Small and Emerging Business Program

4.1.1 HACG and its prime contractors shall identify opportunities that can be isolated directly to these businesses annually. These goals are established for the first year of the S&EB program and may be revised based on measurable results after year one.

4.1.2 In implementing the program, the S&EB shall first provide opportunities for direct or prime contracting. Such opportunities should be created by breaking procurement/contracting opportunities packages into small components, and separating work that requires licenses from that which does not in separate bid or proposal requests where feasible.

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4.1.3 Subcontracting opportunities should be provided within vertical construction projects, and infrastructure project opportunities to the greatest extent possible, by prime or direct contracting. Nevertheless, the subcontracting opportunities shall be provided to those trades typically established as subcontractors.

4.1.4 HACG may issue joint checks upon the request of the S&EB in order to facilitate bonding, financing, or other requirements of contracting.

4.2 S&EB Program Administration

4.2.1 Ultimate program control shall fall with the CEO or their designee.

4.3 Access to Capital

4.3.1 HACG is not committing any access to capital as part of this program.

4.4. NUMERICAL REQUIREMENTS FOR ALL S&EB CONTRACTING

The percentages set forth below for S&EB are annual goals set to achieve participation levels commensurate with available businesses. The following goals shall pertain to all of the subsections as applicable: Construction (10%), Construction-Related Professional Services (10%), Contractual Services (10%) and Commodities Contracts (10%).

4.5 THE HOUSING AUTHORITY OF THE CITY OF GOLDSBORO SMALL AND EMERGING BUSINESS REQUIREMENT

The following requirements are for S&EB:

4.5.1 The overall small and emerging business goals is 10% of the total dollar amount of all eligible contracts on a project-by-project basis, such that HACG may award at least 10% of total contracts to HACG- S&EB; provided that such awards do not violate state or federal law and provided further that there are self-certified S&EB to perform the work.

4.6 Contract Pre-Award Compliance Procedures

4.6.1 For all solicitations, the bidder/proposer shall submit a Schedule of Participation detailing all S&EB and non-S&EB subcontractors from which the bidder/proposer solicited bids or quotations. The entities comprising the S&EB requirement of at least 10% as set forth shall be identified, or the basis for a waiver for greatest extent feasible efforts shall be provided with the bid or proposal. The list of S&EB posted on HACG's website establishes the group from which a bidder/proposer must solicit subcontractors under this requirement. The S&EB participation shall be due at the time established in the solicitation documents.

4.6.2 Any agreement between a bidder/proposer that prevents a S&EB from providing quotes to other bidders/proposers is prohibited.

4.6.3 Joint ventures shall only be allowed under this requirement in cases that demonstrate legitimate, detailed S&EB partnerships with non- S&EB, proof of which shall be provided to and approved by HACG.

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4.6.4 Where the bidder/proposer cannot achieve the Project Specific Requirement(s), HACG will determine whether acceptable efforts have been made. In making this determination, the staff will consider, at a minimum, a matrix to determine the bidder/proposer's efforts to:

4.6.4.1 Solicit certified subcontractors in the scopes of work of the contract. The bidder/proposer shall provide interested S&EB with timely, adequate information about the plans, specifications, and other such requirements of the contract to facilitate their quotation. The bidder/proposer must follow up initial solicitations with interested hacg-S&EB.

4.6.4.2 Identify a portion of the work available to S&EB consistent with their availability and capacity.

4.6.4.3 Negotiate in good faith with interested HACG- S&EB. Price sharing is prohibited in negotiations. Evidence of such negotiation includes the names, addresses, and telephone numbers of S&EB that were contacted; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and why agreements could not be reached with them. The ability or desire of a bidder/proposer to perform the work of a contract with its own organization does not relieve it of the responsibility to make efforts on all scopes of work subject to subcontracting.

4.6.4.4 Facilitate the leasing of equipment-supplies, or equipment when they are of such a specialized nature that the S&EB could not readily and economically obtain them in the marketplace, where feasible.

4.7 GREATEST EXTENT FEASIBLE EFFORTS IN LIEU OF MEETING PROGRAM REQUIREMENTS

For a contract with S&EB subcontracting goals, a contractor must comply by either meeting the requirement or demonstrating to the greatest extent feasible that it tried to achieve subcontracting consistent with the requirements set forth in this part. In determining whether a bidder/proposer has made these efforts, in lieu of achieving the stated requirement, HACG, shall consider all relevant factors, which include:

4.7.1 The ability of other bidders/proposers in meeting the Project Specific requirement(s) may be considered.

4.7.1.1 A contact log showing the name, address, and contact (phone or email) used to contact the proposed self-certified subcontractors, nature of work requested for quote, date of contact, person making the effort;

4.7.1.2 The description of work for which a quote was requested;

4.7.1.3 The amount of the quote given, if one was obtained;

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4.7.2 For contracts other than for construction related professional services, a signed letter of intent from all listed S&EB describing the work, materials, equipment, or services to be performed or provided by the S&EB and the agreed upon dollar value shall usually be due with the bid documents but in no event after the expiration of forty-eight hours after the submission of the bid.

4.7.3 For construction related professional services contracts, the highest ranked proposer must deliver at the time of fee and contract negotiations, signed letters of intent between itself and the S&EB to be utilized. If the Procurement department finds that a bidder/proposer did not make sufficient efforts, HACG shall recommend that the bid/proposal be rejected. A bidder/proposer may protest this determination pursuant to HACG's existing bid protest procedures.

4.8 CONTINUING OBLIGATIONS OF S&EB AND GRADUATION

The certification status of all S&EB shall be reviewed annually by the Program Coordinator through re-certification application.

4.8.1 It is the responsibility of the S&EB to notify the HACG of any change in its circumstances affecting its continued eligibility.

4.8.2 The S&EB that no longer meets certification may be terminated at any time.

4.8.3 A firm, or qualifying individuals, who have participated in the S&EB requirement for a total of four years shall cease to qualify.

4.9 CONTRACT PERFORMANCE COMPLIANCE PROCEDURES

4.9.1 Upon award of a contract by HACG that includes Project Specific Requirement(s), the contractor shall provide a listing of all S&EB and any other subcontractors to be used in the performance of the contract, and subcontractor payment information to HACG with each request for payment submitted.

4.9.2 The contractor cannot make changes to the Schedule of Participation or substitute subcontractors named in the Schedule of Participation without the prior written approval of HACG. Unauthorized changes or substitutions shall be a violation of this chapter, and may constitute grounds for rejection of the bid or proposal or cause termination of the executed contract for breach, the withholding of payment and/or subject the contractor to contract penalties or other sanctions.

4.9.2.1 All requests for changes or substitutions of the subcontractors named in the Schedule of Participation shall be made in writing, and shall clearly and fully set forth the basis for the request. A contractor shall not substitute a subcontractor or perform the work designated for a subcontractor with its own forces unless and until HACG approves

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such substitution in writing. A contractor shall not allow a substituted subcontractor to begin work until HACG have approved the substitution.

4.9.2.2 The facts supporting the request must not have been known nor reasonably should have been known by either party prior to the submission of the Schedule of Participation. Bid shopping is prohibited. The contractor must bring this dispute to HACG for resolution.

4.9.2.3 HACG's final decision whether to permit or deny the proposed substitution, and the basis therefore, will be communicated to the parties in writing.

4.9.2.4 If HACG requires the substitution of a subcontractor listed in the Schedule of Participation, the contractor shall undertake reasonable efforts to fulfill the Schedule of Participation if the Project Specific Requirements would not otherwise be met. If the requirement(s) cannot be achieved after reasonable efforts have been made, the contractor may substitute with non- S&EB.

4.9.3 If a Contractor plans to hire a subcontractor on any scope of work that was not previously disclosed in the Schedule of Participation, the contractor shall obtain the approval of HACG to modify the Schedule of Participation and must make reasonable efforts to ensure that S&EB have a fair opportunity to bid on the new scope of work.

4.9.4 Changes to the scopes of work shall be documented at the time they arise, to establish the reasons for the change and the effect on achievement of the Project Specific Requirement(s).

4.10 S&EB AND PROGRAM ELIGIBILITY

4.10.1 Only businesses that meet the criteria of S&EB may self-certify for recognition. The entity has the burden of persuasion.

4.10.2 Only an independent firm may self-certified as a S&EB. An independent business is one whose viability does not depend on its relationship with another firm. Recognition of an entity as a separate entity for tax or corporate purposes is not necessarily sufficient to demonstrate that a firm is independent. HACG must determine that an owner has an independent business in order to self-certify the business as a S&EB. In doing so, HACG will take into account all reasonable criteria for reviewing control of a business.

4.10.3 S&EB's must self-certify their status annually.

4.10.4 It is the responsibility of the S&EB to notify HACG of any change in its circumstances affecting its continued eligibility for the self-certification as a S&EB. Failure to do so may result in the firm's termination from any contract.

4.10.5 HACG reserves the right to terminate all contracts with a firm that does not meet the eligibility criteria.

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4.10.6 There shall be no limit to the number of S&EB contracts awarded in one year to a self-certified firm provided the firm has the capacity to complete the work timely and on budget.

4.10.7 Joint ventures between S&EB and non- S&EB are not eligible for the Program, unless they provide structured, detailed, mentoring opportunities, proof of which shall be provided to the HACG.

5.0 COUNTING SUBCONTRACTING PARTICIPATION OF HACG- S&EB

5.1 The entire amount of that portion of a construction subcontract that is performed by the S&EB own forces shall be counted, including the cost of supplies and materials.

5.2 If a firm ceases to self-certify, it will no longer qualify for the 10% S&EB contracting requirement.

6.0. PROJECT REQUIREMENTS

Project Specific Requirement(s) shall not be set on emergency contracts as defined by the HACG, although S&EB shall be considered for such sole-source or emergency procurements if qualified.

END OF SMALL AND EMERGING BUSINESSES POLICY PORTION

Section 3 Policy Package

(NEW RULE ONLY 24 CFR PART
75)

Contract Inclusion Participation Policy



THE HOUSING AUTHORITY OF THE CITY OF GOLDSBORO
O:(919)-735-4226 | TDD/TTY: 919-587-9507 | F: 919-731-4402 [HTTPS://WWW.HACG.ORG](https://www.hacg.org)
700 NORTH JEFFERSON AVENUE
GOLDSBORO, NC 27530 PREPARED: AUGUST 23, 2021

SECTION 3 COMPLIANCE POLICY, PROCEDURES, INSTRUCTIONS, AND FORMS

This packet is designed to comply with the New HUD Section 3 Final Rule issued September 29, 2020, and became effective November 30, 2020. Therefore, these documents and instructions are related to the “Hours Worked Benchmarks” as called for in the 24 CFR Part 75 regulation.

Every contractor and sub-contractor (with the exception of professional services) are required to work toward meeting the prescribed benchmarks as indicated on page 29 of this packet. There are no specific hiring or contracting goals under this new rule.

Most importantly, the rule does not require the hiring or contracting of any person or business that is not fully qualified to perform the work. However, the rule makes clear that HUD is intent on ensuring Section 3 persons employed under the new rule receive measurable and sustainable employment. Therefore, Section 3 employees can be counted for up to five full years from the date of certification or hire respectively.

If you should have any questions on this packet, please contact:

Thaddeus B. Washington
Section 3 Coordinator
(919) 735-4226 ext: 1402
twashington@hacg.org

Contract Inclusion Participation Policy

GOVERNING PARTS OF THE SECTION 3 FINAL RULE TO THIS RECIPIENT

Subpart A—General Provisions

§ 75.1 Purpose

§ 75.3 Applicability

§ 75.5 Definitions

Subpart B—Additional Provisions for Public Housing Financial Assistance

75.9 Requirements.

75.11 Targeted Section 3 worker for public housing financial assistance.

75.13 Section 3 safe harbor.

75.15 Reporting.

75.17 Contract provisions.

Subpart D—Provisions for Multiple Funding Sources, Recordkeeping and Compliance

75.31 Recordkeeping

- Benchmarks

- Contractor Acknowledgement

SECTION 3 REQUIREMENTS

Applicable to all contracts and agreements regardless of the dollar amount or contract duration

Background - Section 3 of the Housing and Urban Development Act of 1968 (Public Law 90-448, approved August 1, 1968) (Section 3) was enacted to bring economic opportunities generated by certain HUD financial assistance expenditures, to the greatest extent feasible, to low- and very low-income persons residing in communities where the financial assistance is expended. Section 3 recognizes that HUD funds are often one of the largest sources of Federal funds expended in low- and very low-income communities and, where such funds are spent on activities such as construction and rehabilitation of housing and other public facilities, the expenditure results in economic opportunities. By directing HUD-funded economic opportunities to residents and businesses in the community where the funds are expended, the expenditure can have the dual benefit of creating new or rehabilitated housing and other facilities while providing opportunities for employment and training for the residents of these communities.

The Section 3 statute establishes priorities for employment and contracting for public housing programs and for other programs that provide housing and community development assistance. For example, the prioritization as it relates to public housing assistance places an emphasis on public housing residents, in contrast to the prioritization as it relates to housing and community development assistance, which places more emphasis on residents of the neighborhood or service area in which the investment is being made.

Contract Inclusion Participation Policy

Goldsboro Housing Authority Internal Hiring Procedure

For all positions at the authority, the human resources staff will include the Section 3 Individual Low-Income Person Self Certification form with the applications (virtually and paper) allowing each applicant to identify themselves accordingly. The completion of the form will remain voluntary and at the applicant's discretion.

Once all applications have been received and reviewed, the most desirous and qualified candidate will be progressed through the hiring process. The Section 3 status of the applicant will be considered only after the "Most Qualified" candidate has been determined.

If there are multiple and equally qualified persons, the Section 3 status and category of the applicant will be considered. The candidate with the highest Section 3 priority based on the 24 CFR Part 75.9(a)(2) will be offered the position.

All advertisements for positions with the authority will carry this wording:

"This opportunity is covered under Section 3 of the HUD Act of 1968"

The Housing Authority of Goldsboro's Contractor Hiring Notice

The new final rule makes HUD's intentions very clear that a substantial number of hours worked by Section 3 and YouthBuild participants up to five years is the primary objective. In an effort to meet these benchmarks, every contractor and sub-contractor is required to provide adequate and reasonable notice of all opportunities to HACG staff of all employment, training, and contracting opportunities that arise in connection with the HACG contract. That notice must be prepared and provided by the hiring entity to HACG before any position or contract is awarded, so HACG can disburse the notice timely to its residents and other contractors covered under its full Contract Inclusion Participation Policy.

Please keep in mind, there are other requirements related to contracting with HACG far beyond the requirements of Section 3. Every contractor and sub-contractor must familiarize themselves with these other elements of contracting to ensure full compliance adherence. In some cases, a Section 3 Business, may also be a Minority- or Woman-Owned Business, small and emerging business, or Veteran-Owned business. Contractors will be allowed to layer these requirements in committing to, and fulfilling their full requirements.

Please familiarize yourself with the attached certification forms for Section 3 Businesses and Individual Employees. These forms must accompany your bids if counting these businesses/people respectively. Otherwise, the proper form must be attached with the Monthly Hours Worked Reporting form to convey new Section 3 contractors or employees added after the contract starts.

Every advertisement, flyer, posting, etc., must contain the following language:

"This opportunity is covered under Section 3 of the HUD Act of 1968"

Contract Inclusion Participation Policy

The Housing Authority of the City of Goldsboro's Contracting Procedure

For all advertised contracts let by the authority, the responsible staff will include the Section 3 Business Self Certification form and the Section 3 Individual Low-Income Self Certification form with the bid package (virtually and paper) allowing each respondent to identify themselves and their business accordingly. The completion of the forms will remain voluntary and at the respondent's discretion.

Once all responses have been received and reviewed, the most desirous and qualified business will be progressed through the contracting process. The Section 3 status of the respondent will be considered only after the "Most Qualified and Advantageous" respondent has been determined.

If there are multiple and equally qualified businesses, the Section 3 status and category of the business will be considered. The business with the highest Section 3 priority, based on the 24 CFR Part 75.9 (b)(2) will be awarded the contract. All other applicable procurement laws will be adhered to relative to contracting amounts. All advertisements for contracts with the authority will carry this wording:

"This opportunity is covered under Section 3 of the HUD Act of 1968"

The Housing Authority of the City of Goldsboro's Internal Resident Training Procedure

For all resident training offered by the authority and its contractors, the staff will include the Section 3 Individual Low-Income Person Self Certification form with the training notice or upon the first day of training (virtually and paper) allowing each prospective trainee to identify themselves accordingly as public housing or Section 8. The completion of the form will NOT be voluntary as the prospective trainees will be allowed to attend based on their prioritization in the 24 CFR Part 75.9(a)(2).

If the training is being paid for with HUD Public Housing financial assistance, the training will be limited to authority residents and potentially voucher holders only.

All advertisements for training with the authority will carry this wording:

"This opportunity is covered under Section 3 of the HUD Act of 1968"

§ 75.1 Purpose

This part establishes the requirements to be followed to ensure the objectives of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3) are met. The purpose of Section 3 is to ensure that economic opportunities, most importantly employment, generated by certain HUD financial assistance shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which the Federal assistance is spent.

Contract Inclusion Participation Policy

§ 75.3 Applicability

(a) General applicability. Section 3 applies to public housing financial assistance and Section 3 projects, as follows:

(1) Public housing financial assistance. Public housing financial assistance means:

- (i) Development assistance provided pursuant to section 5 of the United States Housing Act of 1937 (the 1937 Act);
- (ii) Operations and management assistance provided pursuant to section 9(e) of the 1937 Act;
- (iv) The entirety of a mixed-finance development project as described in 24 CFR 905.604, regardless of whether the project is fully or partially assisted with public housing financial assistance as defined in paragraphs (a)(1)(i) through (iii) of this section.

(iii) The requirements in this part apply to an entire Section 3 project, regardless of whether the project is fully or partially assisted under HUD programs that provide housing and community development financial assistance.

(b) Contracts for materials. Section 3 requirements do not apply to material supply contracts.

(d) Other HUD assistance and other Federal assistance. Recipients that are not subject to Section 3 are encouraged to consider ways to support the purpose of Section 3.

Continued on Next Page

Contract Inclusion Participation Policy

§ 75.5 Definitions

The terms HUD, Public housing, and Public Housing Agency (PHA) are defined in 24 CFR part 5. The also apply to this part: 1937 Act means the United States Housing Act of 1937, 42 U.S.C. 1437 et seq.

Contractor means any entity entering into a contract with:

- (1) A recipient to perform work in connection with the expenditure of public housing financial assistance or for work in connection with a Section 3 project; or
- (2) A sub-recipient for work in connection with a Section 3 project.

Labor hours means the number of paid hours worked by persons on a Section 3 project or by persons employed with funds that include public housing financial assistance.

Low-income person means a person as defined in Section 3(b)(2) of the 1937 Act.

Material supply contracts means contracts for the purchase of products and materials, including, but not limited to, lumber, drywall, wiring, concrete, pipes, toilets, sinks, carpets, and office supplies.

Professional services means non-construction services that require an advanced degree or professional licensing, including, but not limited to, contracts for legal services, financial consulting, accounting services, environmental assessment, architectural services, and civil engineering services.

Public housing financial assistance means assistance as defined in § 75.3(a)(1).

Public housing project is defined in 24 CFR 905.108.

Recipient means any entity that receives directly from HUD public housing financial assistance or housing and community development assistance that funds Section 3 projects, including, but not limited to, any State, local government, instrumentality, PHA, or other public agency, public or private nonprofit organization.

Section 3 means Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

Section 3 business concern means:

- (1) A business concern meeting at least one of the following criteria, documented within the last six-month period:
 - (i) It is at least 51 percent owned and controlled by low- or very low-income persons;
 - (ii) Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
 - (iii) It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.
- (2) The status of a Section 3 business concern shall not be negatively affected by a prior arrest or conviction of its owner(s) or employees.
- (3) Nothing in this part shall be construed to require the contracting or subcontracting of a Section 3 business concern. Section 3 business concerns are not exempt from meeting the specifications of the contract.

Section 3 project means a project defined in § 75.3(a)(2).

Contract Inclusion Participation Policy

§ 75.5 Definitions Continued

Section 3 worker means:

Any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:

- (i) The worker's income for the previous or annualized calendar year is below the income limit established by HUD.
- (ii) The worker is employed by a Section 3 business concern.
- (iii) The worker is a YouthBuild participant.

(2) The status of a Section 3 worker shall not be negatively affected by a prior arrest or conviction.

(3) Nothing in this part shall be construed to require the employment of someone who meets this definition of a Section 3 worker. Section 3 workers are not exempt from meeting the qualifications of the position to be filled.

Section 8-assisted housing refers to housing receiving project-based rental assistance or tenant-based assistance under Section 8 of the 1937 Act.

Service Area or the Neighborhood of the project refers to The Housing Authority of the City of Goldsboro's Service Area or the area composed of the legal boundaries of Goldsboro, NC. This may include the appropriate MSA area as applicable.

Small PHA means a public housing authority that manages or operates fewer than 250 public housing units.

Subcontractor means any entity that has a contract with a contractor to undertake a portion of the contractor's obligation to perform work in connection with the expenditure of public housing financial assistance or for a Section 3 project.

Sub-recipient has the meaning provided in the applicable program regulations or in 2 CFR 200.93.

Targeted Section 3 worker has the meanings provided in § 75.11, 75.21, or 75.29, and does not exclude an individual that has a prior arrest or conviction.

Very low-income person means the definition for this term set forth in section 3(b)(2) of the 1937 Act.

YouthBuild programs refers to YouthBuild programs receiving assistance under the Workforce Innovation and Opportunity Act (29 U.S.C. 3226).

Contract Inclusion Participation Policy

§ 75.9 Requirements - (a) Employment and Training.

(1) Consistent with existing Federal, state, and local laws and regulations, PHAs or other recipients receiving public housing financial assistance, and their contractors and subcontractors, must make their best efforts to provide employment and training opportunities generated by the public housing financial assistance to Section 3 workers.

(2) PHAs or other recipients, and their contractors and subcontractors, must make their best efforts described in paragraph (a)(1) of this section in the following order of priority:

- (i) To residents of the public housing projects for which the public housing financial assistance is expended;
- (ii) To residents of other public housing projects managed by the PHA that is providing the assistance or for residents of Section 8-assisted housing managed by the PHA;
- (iii) To participants in YouthBuild programs; and
- (iv) To low- and very low-income persons residing within the metropolitan area (or nonmetropolitan county) in which the assistance is expended.

(b) Contracting. (1) Consistent with existing Federal, state, and local laws and regulations, PHAs and other recipients of public housing financial assistance, and their contractors and subcontractors, must make their best efforts to award contracts and subcontracts to business concerns that provide economic opportunities to Section 3 workers.

(2) PHAs and other recipients, and their contractors and subcontractors, must make their best efforts described in paragraph (b)(1) of this section in the following order of priority:

- (i) To Section 3 business concerns that provide economic opportunities for residents of the public housing projects for which the assistance is provided;
- (ii) To Section 3 business concerns that provide economic opportunities for residents of other public housing projects or Section-8 assisted housing managed by the PHA that is providing the assistance;
- (iii) To YouthBuild programs; and
- (iv) To Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the assistance is provided.

Contract Inclusion Participation Policy

§ 75.11 Targeted Section 3 worker for Public Housing Financial Assistance.

(a) Targeted Section 3 worker. A Targeted Section 3 worker for public housing financial assistance means a Section 3 worker who is:

(1) A worker employed by a Section 3 business concern; or

(2) A worker who currently fits or when hired fit at least one of the following categories, as documented within the past five years:

(i) A resident of public housing or Section 8-assisted housing;

(ii) A resident of other public housing projects or Section 8-assisted housing managed by the PHA that is providing the assistance; or

(iii) A YouthBuild participant.

§ 75.15 Reporting. (See Benchmarks on page 29)

(a) Reporting of labor hours. (1) For public housing financial assistance, PHAs and other recipients must report in a manner prescribed by HUD:

(i) The total number of labor hours worked;

(ii) The total number of labor hours worked by Section 3 workers; and

(iii) The total number of labor hours worked by Targeted Section 3 workers.

(2) Section 3 workers' and Targeted Section 3 workers' labor hours may be counted for five years from when their status as a Section 3 worker or Targeted Section 3 worker is established pursuant to § 75.31.

(3) The labor hours reported under paragraph (a)(1) of this section must include the total number of labor hours worked with public housing financial assistance in the fiscal year of the PHA or other recipient, including labor hours worked by any contractors and subcontractors that the PHA or other recipient is required, or elects pursuant to paragraph (a)(4) of this section, to report.

If other mechanisms are needed toward awarding contracts or employing Section 3 persons, contact the person listed at the top of this document for suggestions.

§ 75.17 Contract provisions

(a) PHAs or other recipients must include language in any agreement or contract to apply Section 3 to contractors.

(b) PHAs or other recipients must require contractors to include language in any contract or agreement to apply Section 3 to subcontractors.

(c) PHAs or other recipients must require all contractors and subcontractors to meet the requirements of § 75.9, regardless of whether Section 3 language is included in contracts.

Contract Inclusion Participation Policy

§ 75.31 Recordkeeping

(b) Recipients must maintain documentation, or ensure that a subrecipient, contractor, or subcontractor that employs the worker maintains documentation, to ensure that workers meet the definition of a Section 3 worker or Targeted Section 3 worker, at the time of hire or the first reporting period, as follows:

(1) For a worker to qualify as a Section 3 worker, one of the following must be maintained:

- (i) A worker's self-certification that their income is below the income limit from the prior calendar year;
- (ii) A worker's self-certification of participation in a means-tested program such as public housing or Section 8-assisted housing;
- (iii) Certification from a PHA, or the owner or property manager of project-based Section 8-assisted housing, or the administrator of tenant-based Section 8-assisted housing that the worker is a participant in one of their programs;
- (iv) An employer's certification that the worker's income from that employer is below the income limit when based on an employer's calculation of what the worker's wage rate would translate to if annualized on a full-time basis; or
- (v) An employer's certification that the worker is employed by a Section 3 business concern.

(2) For a worker to qualify as a Targeted Section 3 worker, one of the following must be maintained:

(i) For a worker to qualify as a Targeted Section 3 worker under subpart B of this part:

- (A) A worker's self-certification of participation in public housing or Section 8-assisted housing programs;
- (B) Certification from a PHA, or the owner or property manager of project-based Section 8-assisted housing, or the administrator of tenant-based Section 8-assisted housing that the worker is a participant in one of their programs;
- (C) An employer's certification that the worker is employed by a Section 3 business concern; or
- (D) A worker's certification that the worker is a YouthBuild participant.

Benchmarks - For Section 3 projects, the proposed benchmark notification set the same benchmarks but with regards to the project itself rather than the recipient's fiscal year. The proposed benchmark notification provided that recipients would meet the safe harbor in the new §75.13 by certifying to the prioritization of effort in the new §75.9 and meeting or exceeding Section 3 benchmarks for total number of labor hours worked by Section 3 workers and by Targeted Section 3 workers. **Simply stated, the agency needs to meet these two benchmarks annually in order to be in compliance.**

| | |
|--|--|
| $\frac{\text{Section 3 Workers Labor Hours}}{\text{Total Labor Hours for the Project}} = 20\%$ | $\frac{\text{Section 3 Targeted Workers Labor Hours}}{\text{Total Labor Hours for the Project}} = 5\%$ |
|--|--|

Contract Inclusion Participation Policy

SECTION 3 INDIVIDUAL LOW-INCOME PERSON SELF-CERTIFICATION FORM

(In compliance with Section 3 of the HUD Act of 1968 Updated 24 CFR Part 75 11/30/2020)

The purpose of this form is to comply with Section 3 of the HUD Act of 1968 self-certification income requirements. To count as a Section 3 individual, any legal resident of the United States' annual income must not exceed the HUD income limits for the year before they were hired, or, the individual's current year income annualized for the year you are being confirmed as low-income.

Printed Name: _____

Street Address (Not a PO Box) Apt# City State Zip

Phone #: _____ Email: _____

To qualify as a Section 3 Person, you must meet one of the standards in the left side box and your total annual income does not exceed the number in the right side box below.

| | |
|---|---|
| <p>Check only one line below that describes your housing situation:</p> <p><input type="checkbox"/> I reside in Public Housing, or Section 8 housing managed by the HACG</p> <p><input type="checkbox"/> My employer will certify that I am employed by a Section 3 business</p> <p><input type="checkbox"/> I am a current YouthBuild participant</p> <p><input type="checkbox"/> I am a low or very low-income person that resides in the GHA MSA</p> | <p>My Individual Annual Income does not exceed: \$41,100*</p> |
| <p>NOTE: The Goldsboro, NC MSA contains the following areas: Wayne County, NC</p> | |

I hereby certify to the US Department of Housing and Urban Development (HUD) that all of the information on this form is true and correct. I attest under penalty of perjury that my total income is as shown above, and that proof of this information may be requested. If found to be inaccurate, I understand that I may be disqualified as an applicant and/or a certified Section 3 individual. Finally, I authorize including my name on a list of Section 3 Residents seeking employment and to include my contact information so that contractors may contact me directly for any employment opportunities.

Signature _____

Date _____

*Income limit must be changed annually to reflect the project state/county for one person at 80%. Search income limits here: <https://www.huduser.gov/portal/datasets/il.html>

Contract Inclusion Participation Policy

THE HOUSING AUTHORITY OF THE CITY OF GOLDSBORO'S SECTION 3 BUSINESS SELF-CERTIFICATION FORM

(In compliance with Section 3 of the HUD Act of 1968 Updated 24 CFR Part 75 11/30/2020)

The purpose of this form is to comply with Section 3 of the HUD Act of 1968 Business Certification requirements. To count as a Section 3 Business your company/firm must meet one of the listed categories below. Each category will require additional documentation to support the election. You must provide that supporting documentation with this form to be properly and completely confirmed as a Section 3 business. If this form is submitted without the required supplemental data, your certification will not be processed.

| Section 3 Business Category | Additional Required Data | "X" Your Election |
|---|---|-------------------|
| It is at least 51 percent owned by low- or very low-income persons. This business must be in existence for a minimum of six months. | Proof of ownership showing all owners and their percentages and a completed Section 3 Individual Self-Certification form for all low- and very low-income owners | |
| Over 75 percent of the labor hours performed for the business are performed by low- or very low-income persons; or | Provide the last 90 days full payrolls for the entire company, make a list of the names from the payrolls of the Section 3 workers, and provide a completed Section 3 Individual Self-Certification for all low- and very low-income workers you list | |
| It is a business at least 51 percent owned by current public housing residents or residents who currently live in Section 8-assisted housing. This business must be in existence for a minimum of six months. | Proof of ownership showing all owners and their percentages and a Section 3 Individual Self-Certification form for all public housing and/or Section 8 owners | |

I hereby certify to the US Department of Housing and Urban Development (HUD) that all of the information on this form is true and correct. I attest under penalty of perjury that my business meets the elected definition and understand proof of this information will be requested. If found to be inaccurate, I understand that I may be disqualified as a certified Section 3 business.

Signature

Print Name

Title

Date

Contract Inclusion Participation Policy

THE HOUSING AUTHORITY OF THE CITY OF GOLDSBORO'S SECTION 3 HOURS WORKED REPORTING FORM

(In compliance with Section 3 of the HUD Act of 1968 Updated 24 CFR Part 75 11/30/2020)

The purpose of this form is to comply with Section 3 of the HUD Act of 1968 tracking of hours worked by all persons employed by _____ (company name) on the _____ contract including those meeting the Section 3 income requirements as low- or very low-income. To count as a Section 3 individual, any legal resident of the United States' annual income must not exceed the HUD income limits for the year before they were hired, or, the individual's current year income annualized for the year you are confirming they are low-income. If your company employs any person you believe is low income now or was when they were hired within the past five years, please have them complete the "SECTION 3 INDIVIDUAL LOW-INCOME PERSON SELF-CERTIFICATION FORM" and return it immediately. Please keep in mind the annual benchmark requirements for this agency are:

- 20% of the total labor hours worked by everyone employed under the project must be worked by Section 3 Workers (Defined as the low and very low-income people in your project service area)

And

- 5% of the total labor hours worked by everyone employed under the project must be worked by Targeted Section 3 Workers (Defined as Public Housing and Section 8 Assisted persons in your project service area)

Therefore, we are interested in identifying as many people Section 3 workers as possible that will allow us to count their hours toward the benchmarks. However, all hours worked by everyone on the project must be reported monthly by the 10th day to:

Thaddeus B. Washington, Section 3 Coordinator
(919) 735-4226 ext: 1402
twashington@hacg.org

Official Hours Worked for the Period of _____ 20____ - _____ 20____

1. Total Hours Worked by all NON-Section 3 contract/project staff (Not Back-office) _____
2. Total Hours Worked by All Section 3 staff *Non-Targeted* _____ (Low Income person residing in the MSA)
3. Total Hours Worked by All Section 3 staff *Targeted* _____ (Public Housing, Section 8, and YouthBuild)

Please list the names and hours worked by each Section 3 Worker individually below or on a separate sheet.

| First Name | Last Name | Total Hours This Period Only |
|------------|-----------|------------------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

Contract Inclusion Participation Policy

Contractor Acknowledgement and Affidavit

I hereby certify to the US Department of Housing and Urban Development (HUD) and The Housing Authority of the City of Goldsboro that I have read all of the information in this policy package and agree to follow the requirements for complying with the order of prioritization in 75.9 and reporting of all labor hours associated with my contract as required. I further understand that failure to comply with these requirements will cause my payments to be held and not processed or not released until I come into full compliance with this policy.

Monthly, I will be required to provide these data points for all contract staff working directly on the contract not including any back-office staff:

- ☐ Total Hours Worked by all employees (Section 3 and regular)
- ☐ Total Hours Worked by All Targeted Section 3 employees (Public Housing, Section 8, and YouthBuild)
- ☐ Total Hours Worked by All Non-Targeted Section 3 employees (Low Income persons residing in the MSA)

You will be required to list the names and hours worked by each Section 3 employee individually.

| | | |
|---|----------------|--------------|
| Signature: | | Date Signed: |
| Print Name: | Title: | |
| Company Name: | Signers Email: | |
| Address | | |
| Telephone Number | | |
| Type of Business: (Check One): <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other | | |

END OF SECTION 3 POLICY PORTION

Major Employer Status

- Tier One-75% HACG Residents Employed Company-wide by Contractor
- Tier Two-50% HACG Residents Employed on one contract

Contract Inclusion Participation Policy

MAJOR EMPLOYER STATUS

(Preference for Employing Local HACG Residents)

Enhancing Local Hiring Preferences – Unlike MBE, WBE, and VOB requirements, Section 3 goals are based on geographic and income requirements. Therefore, if the real objective is to strengthen the local economy, it is recommended that the HACG consider and institute a policy greater than that of Section 3.

Because Section 3 clearly states it cannot conflict with any other federal, state, or local requirements/laws, or ordinances, it is best to have the HACG Board of Commissioners pass a Policy requirement that better meets the objectives of Local Hiring. The Policy below is modeled after that of the Cherokee Nation Indian Tribe of Oklahoma (The “Nation”). After considering the realities that Section 3 does not go far enough in achieving real preference for employers that hire and retain their tribal people, the Principle Chief developed and passed a Major Employer tier rule that gives local hiring Preference to its people under all contracting and training the “Nation” funds.

THE MAJOR EMPLOYER STATUS FOR ALL CONTRACTING AND TRAINING

This policy is based on two simple and easy to follow Tiers for top Priority in awarding contracts.

Tier One (Highest Tier Achievable over all other requirements in this Contract Inclusion Participation Policy)

Any contractor or vendor that employs a minimum of *75% of its total employment workforce* of HACG residents, *MUST* receive the highest consideration, and if qualified, contract awarded for any contract in which it issues a qualified bid/proposal/requirements response to on any solicitation issued by HACG.

This contractor or vendor must maintain the minimum 75% HACG resident employee ratio throughout the entire issued and awarded contract or risk being terminated for breach of contract. All new hiring of the HACG residents must be completed within 5 business days of contract award notice. No work shall proceed until all 75% of the workforce are in place and verified by the HACG staff.

The successful respondent must provide the HACG a list of all employees in the company with current names, addresses, and contact information for periodic, unannounced, verification.

This status must be restated and verified with all new responses prior to contract award.

Tier Two (Second Highest Tier Achievable over all other requirements in this Contract Inclusion Participation Policy)

Any contractor or vendor that employs a minimum of *50% of its total project-employment workforce* of HACG residents, *MUST* receive the second-highest consideration, and if qualified, contract awarded for

Contract Inclusion Participation Policy

any contract in which it issues a qualified bid/proposal/requirements response to any solicitation issued by the HACG.

If there is no Tier One respondent in any solicitation by the HACG, this shall become the highest tier for contract awards.

This contractor or vendor must maintain the minimum 50% HACG resident project-specific employee ratio throughout the entire issued and awarded contract or risk being terminated for breach of contract. All new hiring of the HACG residents must be completed within 5 business days of contract award notice. No work shall proceed until all 50% of the project workforce are in place and verified by the HACG staff.

The successful respondent must provide the HACG a list of all employees for the project with current names, addresses, and contact information for periodic, unnotified, verification. If any project staff are removed or leave for any reason, the contractor/vendor will have five working days to replace them to maintain the required 50% the HACG resident employee status.

This status must be restated and verified with all new responses prior to contract award.

PENALTIES FOR LOCAL HIRING NON-COMPLIANCE

It is best to demonstrate the seriousness of this Priority Preference by also ensuring against fraud and misrepresentation by contractors and vendors seeking this designation. Therefore, any time a contractor knowingly or unknowingly misrepresents, falsifies, or otherwise is deceitful in the representations of its qualification for either Tier One or Tier Two Major Employer Status, the penalty will be immediate termination of contract and a three (3) year suspension from being awarded any direct prime contract or performing any sub-contract funded whole or in part by the HACG. Beyond the termination and suspension, the contractor or vendor will not be eligible to work on any project the HACG is partnered in regardless of the financial investment made by the HACG in the project for the same three (3) year period following the contract termination. This includes all affiliates created by the HACG for the purpose of reinvesting in or redeveloping housing owned whole or in part by the HACG.

END OF THE MAJOR EMPLOYER STATUS POLICY PORTION

Veteran-owned Businesses

The state of North Carolina boasts it is the most veteran friendly state and the HACG recognizes and respects the men and women who have given so much to our country and community. Therefore, HACG is excited to establish a solid and initial 10% of our total contracting dollars annually as a goal just for Veteran- Owned Businesses.

A veteran-owned business (VOB) is any legally formed business that is owned, operated and controlled at a minimum of 51% by a United States Veteran of any of the Armed Services including the National Guard. Verification of such status will be requested by way of the DD 214 paperwork from the contractor or other such verifying data or document(s) provided by the contractor. All documents are subject to third party verification at the discretion of the HACG.

This means that for every \$100 contracted annually by the HACG, \$10 needs to awarded to a VOB to the greatest extent feasible. Because VOB's can also be counted under other designated categories within this policy, it will be an acceptable practice for any contractor/vendor to layer priority and preference categories and designations.

Example: A Woman Veteran which also owns her business may be counted as a VOB and WBE simultaneously for dollars awarded under any contract or contracts. If the woman is also a minority, her business could be triple counted accordingly as VOV, WBE, and MBE. Depending on the business size and years in business, her business may meet several categories which demonstrates a greater success rate for the HACG and that business.

Special Population Employers/Contractors/ Vendor Groups and Organizations

Every community in America is experiencing similar challenges with drug addiction, criminal activity, and mental health crisis. To that end, and to combat these challenges, many non-profit businesses and groups have risen to the challenge of working with these populations to help them find employment, and job training as part of their reconditioning and reintroduction into society.

The HACG recognizes these non-profits and their missions as many residents have been touched by these issues. So as a means of providing impact and priority to the businesses operated by these groups, the HACG is creating a special category of contracting priority and requirements to ensure their viable participation in the normal HACG contracting universe.

The HACG is hereby establishing an annual goal of 5% of total contract awards requirement for all contracts in excess of \$50,000 where a service that is provided by a locally based qualified non-profit organization performs services or offers materials meeting normal acceptable tolerances for the purpose intended.

To the extent the non-profit is not a 501(c)3 recognized by the IRS, it must submit a complete statement of the organizations purpose and accounting of grant dollars received and other funds paid for services within the past twelve months. To the extent the organization cannot provide any of the above, the HACG CEO will make a written determination of the entity's viability as a true community-based group/organization supporting one of the core concerns listed:

- Drug Rehabilitation and Treatment
- Employment, Employment Readiness/Skills Training and/or Housing of persons recently released from incarceration (*Non-Sexual Offenders only will be allowed to work on the HACG contracts due to HUD restrictions and resident safety*).
- All Mental Health/Vocational Rehabilitation

This will include all institutions of higher education for persons of color where at-risk youth are being served.

ATTACHMENT E

General Conditions for Non-Construction Contracts

Section I — (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/31/2027)

Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB number. This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 75. The form is required for non-construction contracts awarded by Public Housing Agencies (PHAs). The form is used by PHAs in solicitations to provide necessary contract clauses and allows PHAs to enforce their contracts. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157. Do not send this completed form to either of these addressees. The information collected will not be held confidential.

Applicability. This form HUD-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 \$250,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 905.100) **greater than \$2,000 but not more than \$250,000 - use Section II; and**
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$250,000 — use Sections I and II.**

Section I - Clauses for All Non-Construction Contracts greater than \$250,000

1. Definitions

The following definitions are applicable to this contract:

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

2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

proposal submitted before final payment of the contract.

- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall 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 (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
 - (i) appeals under the clause titled Disputes;
 - (ii) litigation or settlement of claims arising from the performance of this contract; or,
 - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

5. Rights in Data (Ownership and Proprietary Interest)

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

6. Energy Efficiency

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

7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section 111, Labor Standards Provisions, including any claims for damages for the alleged breach thereof 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
 - () The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

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

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

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

13. Interest of Members of Congress

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

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

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other 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.

(v) 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.

(i) 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/Seller agrees as follows:

(a) The [contractor/seller] will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. The

[contractor/seller] 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, sexual orientation, gender identity, disability, 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/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b) The [contractor/seller] will, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, disability, or national origin.

(c) The [contractor/seller] will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the [contractor/seller]'s legal duty to furnish information.

(d) The [contractor/seller] 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 by the agency contracting officer, advising the labor union or workers' representative of the [contractor/seller]'s commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The [contractor/seller] 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.

(f) The [contractor/seller] will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government 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.

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government 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.

(h) The [contractor/seller] will include the provisions of paragraphs (a) through (h) 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 sub[contractor/seller] or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such litigation to protect the interests of the United States.

17. Equal Opportunity for Workers with Disabilities

1. The [contractor/seller] will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The [contractor/seller] agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices, including the following:

- i. Recruitment, advertising, and job application procedures;
- ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- iii. Rates of pay or any other form of compensation and changes in compensation;
- iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- v. Leaves of absence, sick leave, or any other leave;
- vi. Fringe benefits available by virtue of employment, whether or not administered by the [contractor/seller];
- vii. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- viii. Activities sponsored by the [contractor/seller] including social or recreational programs; and
- ix. Any other term, condition, or privilege of employment.

2. The [contractor/seller] agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

3. In the event of the [contractor/seller] noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

4. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the [contractor/seller]'s obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities.

The [contractor/seller] must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Brail or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the [contractor/seller], a [contractor/seller] will satisfy its posting obligations by posting such notices in an electronic format, provided that the [contractor/seller] provides computers, or access to computers, that can access the electronic posting to such employees, or the [contractor/seller] has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the [contractor/seller] to notify job applicants of their rights if the [contractor/seller] utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

5. The [contractor/seller] will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the [contractor/seller] is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, individuals with physical or mental disabilities.

6. The [contractor/seller] will include the provisions of this clause in every subcontract or purchase order in excess of \$ 10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, 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 order as the Director, Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7. The [contractor/seller] must, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

18. 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.

19. 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.

20. 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.

21. Liens

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

22. 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 75, 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 75 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 prioritization requirements, and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04).
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, 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 75. 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 75.
- (e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts
- (f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

23. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered

materials practicable consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

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

General Conditions for Non-Construction Contracts

Section II – (With Maintenance Work)

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Office of Labor Relations
OMB Approval No. 2577-0157 (exp. 1/31/2027)

Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB number. This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 75. The form is required for maintenance contracts awarded by Public Housing Agencies (PHAs). The form is used by PHAs in solicitations to provide necessary contract clauses and allows PHAs to enforce their contracts. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157. Do not send this completed form to either of these addressees. The information collected will not be held confidential.

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

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

- 1) Non-construction contracts (*without* maintenance) greater than \$250,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 905.200) greater than \$2,000 but not more than \$250,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$250,000 – use Sections I and II.

Section II – Labor Standard Provisions for all Maintenance Contracts greater than \$2,000

1. Minimum Wages

- (a) All maintenance laborers and mechanics employed under this Contract in the operation of the project(s) shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination, including any additional classifications and wage rates approved by HUD under subparagraph 1(b), shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- (b) (i) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate only when the following criteria have been met:
 - (1) The work to be performed by the classification required is not performed by a classification in the wage determination;
 - (2) The classification is utilized in the area by the industry; and
 - (3) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) The wage rate determined pursuant to this paragraph shall be paid to all workers performing work

2. Withholding of funds

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

3. Records

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

4. Apprentices and Trainees

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

- Apprenticeship Training, Employer and Labor Services (OATELS), or with a state apprenticeship agency recognized by OATELS, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice; A
- (ii) a trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or
 - (iii) A training/trainee program that has received prior approval by HUD.
- (b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.
 - (c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.
 - (d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.
 - (e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

5. Disputes concerning labor standards

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

forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD). The HA or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.

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

6. Contract Work Hours and Safety Standards Act

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

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

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

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

7. Subcontracts

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

8. Non-Federal Prevailing Wage Rates

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

ATTACHMENT F

**STATE OF NORTH CAROLINA
E-VERIFY AFFIDAVIT**

NOW COMES Affiant, first being sworn, deposes and says as follows:

1. I have submitted a bid for contract or desire to enter into a contract with the Housing Authority of the City of Goldsboro;

2. As part of my duties and responsibilities pursuant to said bid and/or contract, I attest that I am aware of and in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes, to include (mark which applies):

___ After hiring an employee to work in the United States I verify the work authorization of said employee through E-Verify and retain the record of the verification of work authorization while the employee is employed and for one year thereafter; or

___ I employ less than twenty-five (25) employees in the State of North Carolina.

3. As part of my duties and responsibilities pursuant to said bid and/or contract, I attest that to the best of my knowledge any subcontractors employed as a part of this bid and/or contract are in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes, to include (mark which applies):

___ After hiring an employee to work in the United States the subcontractor verifies the work authorization of said employee through E-Verify and retain the record of the verification of work authorization while the employee is employed and for one year thereafter; or

___ Employ less than twenty-five (25) employees in the State of North Carolina.

Specify subcontractor: _____

This the _____ day of _____, 2018.

Affiant

Sworn to and subscribed before me, this the _____ day of _____, 2018.

[OFFICIAL SEAL]

_____, Notary Public

My Commission Expires: _____

ATTACHMENT G

HOUSING AUTHORITY OF THE CITY OF
GOLDSBORO

NON-COLLUSIVE FORM

_____, being first duly sworn, deposes and states:
[Name]

I, have the authority as an authorized agent of _____
[Name of Company]
and attest to the following:

The foregoing Proposal/Offer, is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, and to secure any advantage against the Housing Authority of the City of Goldsboro of any person entered in the proposal contract; and that all statements in said Proposal/Offer are true and correct.

Signature

Date

State of _____

County of _____

Signed and sworn to before me, this the _____ day of _____, 20_____.

Notary Public: _____

My Commission Expires: _____

ATTACHMENT H

Table 5. Other Expenses - Year 1 (Base Year)

| Name | Labor Category | Days Onsite | Transportation | Lodging | Meals | Other Expenses | Total Expenses |
|--------|----------------|----------------|----------------|---------|-----------------|-------------------|----------------|
| | | | | | | | |
| Name 1 | | | \$ | \$ | \$ | \$ | \$ |
| Name 2 | | | \$ | \$ | \$ | \$ | \$ |
| Name 3 | | | \$ | \$ | \$ | \$ | \$ |
| | | | | | Total, Expenses | | \$ |

**Table 6. Consultation and Assistance Services:
Rate, Hours, and Total Cost by Staff – Year 1 (Base Year)**

| Staffing Name of Lead Contractor Firm | Labor Category | Year 1 Hourly Rate | Year 1 Hours | Year 1 Total Cost |
|--|----------------|-----------------------|------------------------|----------------------|
| | | | | |
| Name 1 | | \$ | | \$ |
| Name 2 | | \$ | | \$ |
| Name 3 | | \$ | | \$ |
| | | | Total Hours (NTE 100) | |
| | | | Total Annual Fee (NTE) | \$ |