

REQUEST FOR PROPOSALS (RFP) No. 2020-001, Annual Audit Services

**Sample Contract Form between the Housing Authority of Beaumont, TX.
and [Contractor]
(RFP Attachment G)**

- 12.3.2 Legal restrictions are placed upon the expenditure of monies for this category of service or supplies; or,
 - 12.3.3 The Agency's requirements in good faith change after award of the contract.
- 11.4 **Local, State, and/or Federal Permits.** Unless otherwise stated in the RFP documents, all local, State or Federal permits which may be required to provide the services ensuing from award of this RFP, whether or not they are known to either the Agency or the proposers at the time of the proposal submittal deadline or the award, shall be the sole responsibility of the Contractor and any costs that were submitted by the Contractor in response to the RFP shall reflect all costs required by the Contractor to procure and provide such necessary permits.
- 11.5 **Taxes.** All persons doing business with the Agency are hereby made aware that the Agency is exempt from paying Texas State Sales and Use Taxes and Federal Excise Taxes. A letter of Tax Exemption will be provided upon request.
- 11.6 **Government Standards.** It is the responsibility of the proposer to ensure that all items and services proposed conform to all local, State and Federal law concerning safety (OSHA and NOSHA) and environmental control (EPA, County, and State Pollution Regulations) and any other enacted ordinance, code, law, or regulation. The Contractor shall be responsible for all costs incurred for compliance with any such possible ordinance, code, law, or regulation. No time extensions shall be granted, or financial consideration given, to the Contractor for time or monies lost due to violations of any such ordinance, code, law, or regulations that may occur.
- 11.7 **Freight on Bill and Delivery.** All costs submitted by the proposer shall reflect the cost of delivering the proposed items and/or services to the locations(s) specified within the RFP documents or within the contract.
 - 11.7.1 The Contractor agrees to deliver to the designated location(s) on or before the date as specified in the finalized contract. Failure to deliver on or before the specified date constitutes an event of default by the Contractor. Upon default, the Contractor agrees that the Agency may, at its option, rescind the finalized contract under the default clause herein and seek compensatory damages as provided by law.
- 11.8 **Backorders.**
 - 11.8.1 The CO must be notified in writing by the Contractor within 10 days of any and all backordered materials and/or any incomplete services; and the estimated delivery date.

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- 11.8.2 Unless otherwise stipulated in the contract, any order that will take more than a maximum of 10 days past the original agreed upon delivery date, may at the option of the Agency, be canceled and ordered from another source, if, in the opinion of the CO, it is in the best interests of the Agency to do so.
- 11.9 **Work on Agency Property.** If the Contractor's work under the contract involves operations by the Contractor on Agency premises, the Contractor shall take all necessary precautions to prevent the occurrence of any injury to persons or property during the progress of such work and, except to the extent that any such injury is caused solely and directly by the Agency's negligence, shall indemnify the Agency, and their officers, agents, servants and employees against all loss which may result in any way from any act or omission of the Contractor, its agents, employees, or subcontractors.
- 11.10 **Official, Agent and Employees of the Agency Not Personally Liable.** It is agreed by and between the parties hereto that in no event shall any official, officer, employee, or agent of the Agency in any way be personally liable or responsible for any covenant or agreement herein contained, whether either expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this agreement.
- 11.11 **Subcontractors.** Unless otherwise stated within the RFP documents, the Contractor may not use any subcontractors to accomplish any portion of the services described within the RFP documents or the contract without the prior written permission of the CO.
- 11.12 **Salaries and Expenses Relating to the Contractors Employees.** Unless otherwise stated within the RFP documents, the Contractor shall pay all salaries and expenses of, and all Federal, Social Security taxes, Federal and State Unemployment taxes, and any similar taxes relating to its employees used in the performance of the contract. The Contractor further agrees to comply with all Federal, State, and local wage and hour laws and all licensing laws applicable to its employees or other personnel furnished under this agreement.
- 11.13 **Attorney's Fees.** In the event that one party commences litigation hereto against the other in connection with the enforcement of any provision of this agreement, the prevailing party shall be paid by the losing party all court costs and other expenses of such litigation, including reasonable attorneys' fees. The amount so allowed as attorneys' fees shall be taxed to the losing party as costs of the suit, unless prohibited by law.
- 11.14 **Independent Contractor.** Unless otherwise stated within the RFP documents or the contract, the Contractor is an independent Contractor. Nothing herein shall create

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any association, Agency, partnership, or joint venture between the parties hereto and neither shall have any authority to bind the other in any way.

- 11.15 Severability.** If any provision of this agreement or any portion or provision hereof applicable to any particular situation or circumstance is held valid, the remainder of this agreement or the remainder of such provision (as the case may be), and the application thereof to other situations or circumstances shall not be affected thereby.
- 11.16 Waiver of Breach.** A waiver of either party of any terms or condition of this agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations, and agreements contained in this agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, obligation or agreement of either party.
- 11.17 Time of the Essence.** Time is of the essence under this agreement as to each provision in which time of performance is a factor.
- 11.18 Limitation of Liability.** In no event shall the Agency be liable to the Contractor for any indirect, incidental, consequential, or exemplary damages.
- 11.19 Indemnification.**
- 11.19.1** The Contractor shall indemnify, defend, and hold the Agency (and its officers, employees, and agents) harmless from and against any and all claims, damages, losses, suits, actions, decrees, judgments, attorney's fees, court costs and other expenses of any kind or character, which are caused by, arise out of, or occur due to any failure of the Contractor to (1) abide by any of the applicable professional standards within its industry, or (2) comply with the terms, conditions, or covenants that are contained in this contract, (3) comply with the "Texas Industrial Insurance Act," or any other similar law, ordinance, or decree; or (4) ensure that the any subcontractors abide by the terms of this provision and this contract; provided, however, that Contractor will not be required to indemnify the Agency against any loss or damage which was specifically caused by the Agency providing inaccurate information to the Contractor, failing to provide necessary and requested information to the Contractor, or refusal to abide by any recommendation of the Contractor.
- 11.19.2** In this connection, it is expressly agreed that the Contractor shall, at its own expense, defend the Agency, its officers, employees, and agents, against any and all claims, suits or actions which may be brought against them, or any of them, as a result of, or by reason of, or arising out of, or on account of, or in consequence of any act or failure to act the consequences of which the Contractor has indemnified the Agency. If the Contractor shall fail to do so, the Agency shall have the right, but not the

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obligation, to defend the same and to charge all direct and incidental costs of such defense to the Contractor including attorney's fees and court costs.

- 11.19.3** Any money due to the Contractor under and by virtue of this contract, which the Agency believes must be withheld from the Contractor to protect the Agency, may be retained by the Agency so long as it is reasonably necessary to ensure the Agency's protection; or in case no money is due, its surety may be held until all applicable claims have been settled and suitable evidence to that effect furnished to the Agency provided, however, neither the Corporation's payments shall not be withheld, and its surety shall be released, if the Contractor is able to demonstrate that it has adequate liability and property damage insurance to protect the Agency from any potential claims.
- 11.19.4** The Contractor shall provide that any contractual arrangement with a subcontractor shall be in conformance with the terms of this Contract including the terms of this indemnity provision. The Contractor guarantees that it will promptly handle and rectify any and all claims for materials, supplies and labor, or any other claims that may be made against it or any of its subcontractors about the contract.
- 11.20 Lobbying Certification.** By execution of this contract with the Agency the Contractor thereby certifies, to the best of his or her knowledge and belief, that:
- 11.20.1** No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an Agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 11.20.2** If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an Agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form- LLL, Disclosure Form to Report Lobbying, in an accordance with its instructions.
- 11.20.3** The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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11.21 Additional Federally Required Orders/Directives. Both parties agree that they will comply with the following laws and directives, where applicable:

- 11.21.1 Executive Order 11061**, as amended, which directs the Secretary of HUD to take all action which is necessary and appropriate to prevent discrimination by agencies that utilize federal funds.
- 11.21.2 Public Law 88-352, Title VI of the Civil Rights Act of 1964**, which provides that no person in the United States shall, on the basis of race, color, national origin, or sex, be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity which receives federal financial assistance. The Agency hereby extends this requirement to the Contractor and its private contractors. Specific prohibited discriminatory actions and corrective action are described in Chapter 2, Subtitle C, Title V of the Anti-Drug Abuse Act of 1988 (42 U.S.C. 19901 et. seq.).
- 11.21.3 Public Law 90-284, Title VIII of the Civil Rights Act of 1968.**, popularly known as the Fair Housing Act, which provides for fair housing throughout the United States and prohibits any person from discriminating in the sale or rental of housing, the financing of housing or the provision of brokerage services, including in any way making unavailable or denying a dwelling to any person because of race, color, religion, sex, or national origin. Pursuant to this statute, the Agency requires that the Contractor administer all programs and activities, which are related to housing and community development in such a manner as affirmatively to further fair housing.
- 11.21.4 The Age Discrimination Act of 1975**, which prohibits discrimination on the basis of age.
- 11.21.5 Anti-Drug Abuse Act of 1988** (42 U.S.C. 11901 et. seq.).
- 11.21.6 HUD Information Bulletin 909-23** which is the following:
 - 11.21.6.1** Notice of Assistance Regarding Patent and Copyright Infringement;
 - 11.21.6.2** Clean Air and Water Certification; and,
 - 11.21.6.3** Energy Policy and Conversation Act.
- 11.21.7** That the funds that are provided by the Agency and HUD hereunder shall not be used, directly or indirectly, to employ, award a contract to, or otherwise engage the services of any debarred, suspended, or ineligible Contractor.

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11.21.8 That none of the personnel who are employed in the administration of the work required by this contract shall, in any way or to any extent, be engaged in the conduct of political activities in violation of Title V, Chapter 15, of the United States Code.

11.21.9 The mention herein of any statute or Executive Order is not intended as an indication that such statute or Executive Order is necessarily applicable not is the failure to mention any statute or Executive Order intended as an indication that such statute or Executive Order is not applicable. In this connection, therefore each provision of law and each clause, which is required by law to be inserted in this agreement, shall be deemed to have been inserted herein, and this agreement shall be read and enforced as though such provision or clause had been physically inserted herein. If, through mistake or otherwise, any such provision is not inserted or is inserted incorrectly, this agreement shall forthwith be physically amended to make such insertion or correction upon the application of either part.

12.0 **Section 3 Clause.** As detailed within 24 CFR §135.38, *Section 3 clause*, the following required clauses are hereby included as a part of this contract.

12.1 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.

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

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

12.4 The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate

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action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

- 12.5 The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135.
- 12.6 Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- 12.7 With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

- 13.0 **Appendices.** The following noted documents are placed under each of the noted appendix and are a part of this contract:

[Table No. 1]

Section No.	Contract Appendix No.	Appendix Description
13.1	1	form HUD-5370-C (01/2014), <i>General Condition for Non-Construction Contracts, Section I—(With or without Maintenance Work)</i>
13.2	2	form HUD 50071 (01/14), <i>Certification of Payments to Influence Federal Transactions</i> (NOTE: This form will only be completed and included as a part of the ensuing contract if the Agency anticipates that total awards pursuant to the ensuing contract may or will exceed \$100,000.)
13.3	3	Standard Form LLL (Rev. 01/14), <i>Disclosure of Lobbying Activities</i> (NOTE: This form will only be completed and included as a part of the ensuing contract if the Contractor designates an affirmative answer to Item No. (2) within the immediate identified form 50071.)
13.4	4	The Section 3 Plan

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13.5	5	Scope of Work
13.6	6	The unit fee(s) that apply to each procurement that ensues from this contract
13.7	Inclusion by Reference. Included by reference is any document or clause issued as a part of RFP No. 2020-001, or within the Contractors proposal submittal, that the Agency may choose to include at any time during the performance of this contract or any options exercised thereto by the Agency (NOTE: This inclusion shall be the unilateral right of the Agency and not the Contractor). Further, any document that may be referenced herein that has not been listed above is hereby incorporated herein by reference, and a copy of each such document is available from the Agency upon written request for such from the Contractor.	
13.8	Order of Precedence. Please note that, in the case of any discrepancy between this contract and any of the above noted appendices, the requirement(s) detailed within the body of this contract shall take first precedence, then the requirement(s) detailed within each appendix shall take precedence in the order that they are listed above (meaning, the requirement(s) detailed within the lower listed item may not overrule any requirement(s) detailed within a higher listed item).	

14.0 **CERTIFICATIONS.** The undersigned representative of each party hereby acknowledges by signature below that they have reviewed the foregoing and understand and agree to abide by their respective obligations as defined herein:

[The Contractor]:

By: _____ Date: _____
[Name], [Title]

Housing Authority of Beaumont:

By: _____ Date: _____
Allison Landrum, Chief Executive Officer

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

Attachment G-1

Attachment G-1

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 3/31/2020)

8.1

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

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

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

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

1. Definitions

The following definitions are applicable to this contract:

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

2. Changes

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

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

3. Termination for Convenience and Default

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

Disputes

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

12. Inspection and Acceptance

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

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

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

13. Interest of Members of Congress

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

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

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

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

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

(ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

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

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

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

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

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

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

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

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

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

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

(2) Professional and technical services.

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

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

(ii) Any reasonable payment to a person, other than an officer or employee of a

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

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

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

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

(iii) Selling activities by independent sales representatives.

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

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

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

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

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

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

16. Equal Employment Opportunity

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

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the

Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

17. Dissemination or Disclosure of Information

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

18. Contractor's Status

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

19. Other Contractors

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

20. Liens

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

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

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of

-
- apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
 - (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
 - (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

22. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

**Certification of Payments
to Influence Federal Transactions**

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

Attachment G-2

Name _____

Program/Activity Receiving Federal Grant Funding _____

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with 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.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.
- This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.
Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title
<div>Signature</div>	Date (mm/dd/yyyy)

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

Attachment G-3

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: 4c			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:		
6. Federal Department/Agency:			7. Federal Program Name/Description: CFDA Number, if applicable: _____		
8. Federal Action Number, if known:			9. Award Amount, if known: \$ _____		
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only:				Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

REQUEST FOR PROPOSALS (RFP) No. 2020-001, Annual Audit Services

Sample Contract Appendix No. 4, Section 3 Plan

(RFP Attachment G-4)

Contract No. _____ Contractor: _____

This Section 3 Plan pertaining to the above noted contract is hereby formulated to meet the standards detailed within 24 CFR §135; most specifically within Section 135.1, to "ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, . . . be directed to low- and very-low income persons, particularly those who are recipients of government assistance for housing . . ."

Part 1.0 - Current Status as a Section 3 Business Concern

We hereby complete the following to verify our firm's current status as a "section 3 business concern" (as detailed within 24 CFR §135.5):

- 1.1 Yes__ No__: Our firm is "51 percent or more owned by section 3 residents." If "Yes," we hereby submit the following noted documentation to verify this claim; if "No," proceed directly to the following Section 1.2.

[Table No. 1]

(1) Section	(2) Mark "X"* if Included	(3) Description
2.1.1		Section 3 information
2.1.2		Evidence of participation in a public assistance program

- 1.2 Yes__ No__: Our firm's "permanent, full-time employees include persons, at least 30 percent of whom are currently section 3 residents, or within three years of the date of first employment with the business concern were section 3 residents." If "Yes," to justify this claim we hereby submit the following documentation within Table No. 2; if "No," proceed directly to the following Section 1.3.

- 1.2.1 Low- and very low-income within Beaumont, TX defined as residents within the following income levels for FY 2019 (Median Income = \$58,400):

[Table No. 2]

Income Limit Category	(1) Person	(2) Persons	(3) Persons	(4) Persons	(5) Persons	(6) Persons	(7) Persons	(8) Persons
Very Low (50%)	\$20,450	\$23,400	\$26,300	\$29,200	\$31,550	\$33,900	\$36,250	\$38,550

REQUEST FOR PROPOSALS (RFP) No. 2020-001, Annual Audit Services

Sample Contract Appendix No. 4, Section 3 Plan

(RFP Attachment G-4)

Contract No. _____ Contractor: _____

Extremely Low (30%)	\$12,490	\$16,910	\$21,330	\$25,750	\$30,170	\$33,900	\$36,250	\$38,550
Low (80%)	\$32,700	\$37,400	\$42,050	\$46,700	\$50,450	\$54,200	\$57,950	\$61,650
Income Limit figures are based on FY2019 Fair Market Rent (FMR). For a detailed account of how these limits are derived, please see our associated FY2019 FMR documentation.								

[Table No. 3]

(1) Classification	(2) Total Number of Current Permanent Employees	(3) Total Number of Section 3 Resident Employees
Trainees		
Apprentices		
Journeypersons		
Laborers		
Supervisory		
Superintendent		
Professional		
Clerical		
Other:		

1.2.1 If there are quantities entered within the above Table No. 1, we hereby attach a listing of all employees listed within column (3), including each person's name, total annual income, and a copy of a tax return for each justifying the section 3 (low or very-low income) claim (please be sure to "black-out" all but the last 4 digits of the person(s) social security number), or any other documentation that shows proof of receipt of public assistance.

1.3 Yes__ No__: We hereby provide evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs (1) or (2) in this definition of "section 3 business concern."

[Table No. 4]

(1)	(2)	(3) Percentage the Subcontract(s) is/are of the Total

Sample Contract Appendix No. 4, Section 3 Plan

(RFP Attachment G-4)

Contract No. _____ Contractor: _____

Name of Section 3 Firm Receiving the Subcontract	Total Amount of Subcontract(s)	Proposed Contract Amount
	\$	%
	\$	%

1.3.1 Attach fully executed copies of any contracts noted above.

1.3.2 Proof of the income of the ownership of the Section 3 firm receiving the subcontract, such as a copy of the last tax return for the owner(s) (please be sure to "black-out" all but the last 4 digits of the person(s) social security number).

1.4 INSTRUCTIONS FROM THE AGENCY. If your firm is unable to claim Section 3 status as detailed within this Part 1.0, please move on to and complete the information within the following Part 2.0.

Part 2.0 - Additional Efforts to Satisfy the Requirements of Section 3

2.1 Whereas the answer to each of the preceding issues within Part 1.0 is "No," we hereby verify as to each of the following "Examples of Efforts To Offer Training and Employment Opportunities to Section 3 Residents" detailed within Appendix I of 24 CFR §135; specifically, in each case our firm (for each item marked with an "X" within the "Will" column, attach a full narrative description of the work plan detailed how the noted commitment will be accomplished):

[Table No. 5]

Sample Contract Appendix No. 4, Section 3 Plan
(RFP Attachment G-4)

Contract No. _____ Contractor: _____

(1) Section	(2) Will	(3) Will Not	(4) Description of Commitment (if marked within the "Will" Column)
2.1.1			Enter into "first source" hiring agreements with organizations representing Section 3 residents.
2.1.2			Sponsor a HUD-certified "Step-Up" employment and training program for section 3 residents.
2.1.3			Establish training programs, which are consistent with the requirements of the Department of Labor, for public and Indian housing residents and other section 3 residents in the building trades.
2.1.4			Advertise the training and employment positions by distributing flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) to every occupied dwelling unit in the housing development or developments where category 1 or category 2 persons (as these terms are defined in §135.34) reside.
2.1.5			Advertising the training and employment positions by posting flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) in the common areas or other prominent areas of the housing development or developments. For the Agency, post such advertising in the housing development or developments where category 1 or category 2 persons reside; for all other recipients, post such advertising in the housing development or developments and transitional housing in the neighborhood or service area of the section 3 covered project.

**Sample Contract Appendix No. 4, Section 3 Plan
(RFP Attachment G-4)**

Contract No. _____ Contractor: _____

2.1.6			Contacting resident councils, resident management corporations, or other resident organizations, where they exist, in the housing development or developments where category 1 or category 2 persons reside, and community organizations in HUD-assisted neighborhoods, to request the assistance of these organizations in notifying residents of the training and employment positions to be filled.
2.1.7			Sponsoring (scheduling, advertising, financing or providing in-kind services) a job informational meeting to be conducted by the Agency or contractor representative or representatives at a location in the housing development or developments where category 1 or category 2 persons reside or in the neighborhood or service area of the section 3 covered project.
2.1.8			Arranging assistance in conducting job interviews and completing job applications for residents of the housing development or developments where category 1 or category 2 persons reside in the neighborhood or service area in which a section 3 project is located.
2.1.9			Arranging for a location in the housing development or developments where category 1 persons reside, or the neighborhood or service area of the project, where job applications may be delivered to and collected by a recipient or contractor representative or representatives.
2.1.10			Conducting job interviews at the housing development or developments where category 1 or category 2 persons reside, or at a location within the neighborhood or service area of the section 3 covered project.
2.1.11			Contacting agencies administering HUD Youthbuild programs, and requesting their assistance in recruiting HUD Youthbuild program participants for the Agency's or contractor's training and employment positions.
2.1.12			Consulting with State and local agencies administering training programs funded through JTPA or JOBS, probation and parole agencies, unemployment compensation programs, community organizations and other officials or organizations to assist with recruiting Section 3 residents for the Agency's or contractor's training and employment positions.
2.1.13			Advertising the jobs to be filled through the local media, such as community television networks, newspapers of general circulation, and radio advertising.

**Sample Contract Appendix No. 4, Section 3 Plan
(RFP Attachment G-4)**

Contract No. _____ Contractor: _____

2.1.14			Employing a job coordinator or contracting with a business concern that is licensed in the field of job placement (preferably one of the section 3 business concerns identified in Part 135), that will undertake, on behalf of the Agency, other recipient or contractor, the efforts to match eligible and qualified section 3 residents with the training and employment positions that the Agency or contractor intends to fill.
2.1.15			For the Agency, employing section 3 residents directly on either a permanent or a temporary basis to perform work generated by section 3 assistance. (This type of employment is referred to as "force account labor" in HUD's Indian housing regulations. See 24 CFR §905.102, and §905.201(a)(6).)
2.1.16			Where there are more qualified section 3 residents than there are positions to be filled, maintaining a file of eligible qualified section 3 residents for future employment positions
2.1.17			Undertaking job counseling, education, and related programs in association with local educational institutions
2.1.18			Undertaking such continued job training efforts as may be necessary to ensure the continued employment of section 3 residents previously hired for employment opportunities
2.1.19			After selection of bidders but prior to execution of contracts, incorporating into the contract a negotiated provision for a specific number of public housing or other section 3 residents to be trained or employed on the section 3 covered assistance.
2.1.20			Coordinating plans and implementation of economic development (e.g., job training and preparation, business development assistance for residents) with the planning for housing and community development.

Sample Contract Appendix No. 4, Section 3 Plan

(RFP Attachment G-4)

Contract No. _____ Contractor: _____

- 2.2 Section 3 Preference Claim, Training, and Employment Opportunities.** The undersigned proposer hereby claims that it will, as detailed within 24 CFR §135.34, provide such "opportunities" as denoted following; to:

[Table No. 6]

(1) Section	(2) Will	(3) Will Not	(4) Description of persons such Opportunities will be provided to (if marked within the "Will" Column)
2.2.1			Residents of the housing development or developments for which the section 3 covered assistance is expended (category 1 residents).
2.2.2			Residents of other housing developments managed by the Agency that is expending the section 3 covered housing assistance (category 2 residents).
2.2.3			Participants in HUD Youthbuild programs being carried out in the metropolitan area (or nonmetropolitan county) in which the section 3 covered assistance is expended (category 3 residents);
2.2.4			Other section 3 residents (attach complete description).

- 2.3 Section 3 Preference Claim, Section 3 Business Concerns.** The undersigned proposer hereby claims that it will, as a result of the contract award, and as detailed within 24 CFR §135.36, provide such "opportunities" as denoted following; to:

[Table No. 7]

(1) Section	(2) Will	(3) Will Not	(4) Description of persons such Opportunities will be provided to (if marked within the "Will" Column)
2.3.1			Business concerns that are 51 percent or more owned by residents of the housing development or developments for which the section 3 covered assistance are expended, or whose full-time, permanent workforce includes 30 percent of these persons as employees (category 1 businesses).
2.3.2			Business concerns that are 51 percent or more owned by residents of other housing developments or developments managed by the Agency that is expending the section 3 covered assistance, or whose full-time, permanent workforce includes 30 percent of these persons as employees (category 2 businesses).

Sample Contract Appendix No. 4, Section 3 Plan
(RFP Attachment G-4)

Contract No. _____ Contractor: _____

2.3.3			HUD Youthbuild programs being carried out in the metropolitan area (or nonmetropolitan county) in which the section 3 covered assistance is expended (category 3 businesses).
2.3.4			Business concerns that are 51 percent or more owned by section 3 residents, or whose permanent, full-time workforce includes no less than 30 percent section 3 residents (category 4 businesses), or that subcontract in excess of 25 percent of the total amount of subcontracts to business concerns identified in paragraphs (a)(1)(i) and (a)(1)(ii) of this section.

- 2.4 INSTRUCTIONS FROM THE AGENCY. If your firm is unable to satisfy the requirements of Section 3 as detailed within this Part 2.0, please move on to and complete the information within the following Part 3.0.

Sample Contract Appendix No. 4, Section 3 Plan
(RFP Attachment G-4)

Contract No. _____ Contractor: _____

Part 3.0 - Potential Hiring Efforts to Satisfy the Requirements of Section 3

3.1 Though our firm has a desire to satisfy the requirements of Section 3, we are unable to do so as detailed within the previous Part 1.0 or Part 2.0. Accordingly, we hereby agree to satisfy the requirements of Section 3 by one or both of the following methods:

3.1.1 **SECTION 3 HIRING GOALS.** As a result of receiving award of this contract, our firm will need to hire additional employees and we hereby commit to the following number of Section 3 New Hires:

[Table No. 8]

(1) Classification	(2) Total Number of Current Permanent Employees	(3) Total Number of New Hires that will result from award of this contract	(4) Goal: Total Number of Section 3 New Hires that the contractor anticipates will result from award of this contract
Trainees			
Apprentices			
Journeypersons			
Laborers			
Supervisory			
Superintendent			
Professional			
Clerical			
Other:			

3.1.2 **INSTRUCTIONS FROM THE AGENCY.** If your firm is unable to satisfy the requirements of Section 3 as detailed within the immediate-preceding Part 3.1.1, please move on to and complete the information within the immediate-following Section 3.1.3.

Sample Contract Appendix No. 4, Section 3 Plan
(RFP Attachment G-4)

Contract No. _____ Contractor: _____

- 3.1.3 INTERVIEWING AND POTENTIAL HIRING OF AGENCY RESIDENTS.** Our firm hereby agrees to, as a part of our new hire process for any open positions at any time during the period of time this contract is in effect, if our firm hires any new employees (for any position), we will:
- 3.1.3.1** Review the Agency's listing of resident(s) who have registered, thereby declaring his/her desire to interview and accept a job;
 - 3.1.3.2** In the same manner that we do with other applicants, conduct an interview with such resident(s) who have claimed experience within a certain skill set or field and have expressed a desire to interview; and
 - 3.1.3.3** If, as a result of the interview and any applicable testing or checking that our firm conducts for all persons interviewing, the resident(s) qualifies for the position and passes all such testing (e.g. skills test; drug tests; credit checks; background check; etc.), we hereby agree to offer the position to the Agency resident.
 - 3.1.3.4** Our firm hereby agrees that all Agency resident(s) will, during the interview process, be treated equal to and in the same manner as, any non-resident person who interviews with our firm.
 - 3.1.3.4.1** NOTE: Our firm shall have no responsibility to hire any resident who does not, as a result of the aforementioned testing and checks, qualify for the position, though the contractor will, as detailed following, be required to report to the Agency the results of such testing and checks, and fully inform the Agency as to why the resident(s) were not hired.
 - 3.1.3.5** Further, we hereby agree to inform the Agency in writing of the following within 5 days after a new employee has been hired, including the following information:
 - 3.1.3.5.1** The position title;
 - 3.1.3.5.2** The name of the person hired;

Sample Contract Appendix No. 4, Section 3 Plan

(RFP Attachment G-4)

Contract No. _____ Contractor: _____

- 3.1.3.5.3 The date the Agency listing of Agency resident(s) desiring interviews were reviewed by the contractor;
- 3.1.3.5.4 The name(s) of the Agency resident(s) that the contractor contacted for an interview and the date, time, and method that such contact took place.
- 3.1.3.5.5 The results of the contact (specifically, did or did not the interview take place; if so, when—if not, why);
- 3.1.3.5.6 Pertaining to any Agency resident(s) who were not hired, the results of any tests and checking that the contractor completed (especially any such results that prevented the resident(s) from being offered the position).

The undersigned hereby certifies that the above noted firm will abide by the terms and conditions of this Section 3 Plan as detailed herein.

COMPLETED BY (Contractor):

Signature Date Printed Name Title

**HOUSING AUTHORITY OF Beaumont, TX
NOTICE OF REQUEST FOR PROPOSALS
RFP No. 2020-001**

Annual Audit Services

AGENCY CONTACT PERSON	Paula Nicholas, Procurement Specialist 1890 Laurel, Beaumont, TX 77701 E-mail: nicholaspa@bmtha.org
HOW TO OBTAIN THE RFP DOCUMENTS ON THE BHA WEB SITE	<ol style="list-style-type: none"> 1. Access 2. www.bmtha.org 3. Hover over "Opportunities" button in the upper right side. 4. Follow the listed directions. 5. If you have any problems, please email your questions/problems to the Procurement Specialist at the email address above.
PRE-PROPOSAL CONFERENCE	NONE SCHEDULED
DEADLINE TO SUBMIT QUESTIONS	Monday, Sept 28, 2020, 4:30 PM CT
PROPOSAL SUBMITTAL RETURN	Housing Authority of Beaumont, TX Attn: Paula Nicholas, Procurement Specialist 1890 Laurel, Beaumont, TX 77701
PROPOSAL SUBMITTAL DEADLINE	Monday, Oct 5, 2020, 4:00 PM CT
[Section 3, Minority- and/or women-owned businesses are encouraged to respond]	

INDEPENDENT COST ESTIMATE (ICE)
REQUEST FOR PROPOSALS (RFP) No. RFP 2020-001, Annual Audit Services

This Independent Cost Estimate (ICE) is being conducted as required by 2 CFR 200.323(a) and as detailed within Section 3.2 of HUD Procurement Handbook 7460.8 REV 2.

DEFINITION: An ICE is the Agency's estimate, based on previous history or current market conditions, of how much the Agency expects the item(s)/service(s) to cost.

JUSTIFICATION:

The basis for this ICE is (attach documentation):

[Table No. 1]

Mark "X" if applicable	Description
X	Examined the price paid in the most recent contract(s);
	Detailed cost estimate previously received from potential supplier/contractor;
	Published catalog or price list;
	Other (explain):

Explanation of Costs:

[Table No. 2]

(1) RFP Section	(2) Item No.	(3) Qty	(4) U/M	(5) Service Description	(6) ICE Unit Cost	(7) Extended Calculated \$
3.2.2.1	FYE 9/ 2012	1	21,804.14	Firm-fixed fee for Annual Audit Services pertaining to FYE2020		23,985.00
3.2.2.2	FYE 9/ 2013	1	22,894.35	Firm-fixed Fee for Annual Audit Services pertaining to FYE2021		25,183.00
3.2.2.3	FYE 9/ 2014	1	20,554.61	Firm-fixed Fee for Annual Audit Services pertaining to FYE2022		22,610.07
3.2.2.4	FYE 9/ 2014	1	42,600.00	Firm-fixed Fee for Annual Audit Services pertaining to FYE2023		46,860.00
3.2.2.5	FYE 9/ 2015	1	45,000.00	Firm-fixed Fee for Annual Audit Services pertaining to FYE2024		49,500.00
3.2.2.6	FYE 9/ 2016	1	49,700.00	For 2014, our auditor quit in middle of audit, so we had to hire a 2 nd auditor.	36,356.35 I C E	50,000.00
Total Calculated Amount						218,138.07

Legend:

- Columns (1)-(5): As listed within the RFP Documents issued.
- Column (6), Pricing Items No. 1-6: Based upon what we paid to the last contractor for these services, with 10% added for each ensuing contract year as an inflationary adjustment.
- Column (7): The sum of the figure listed within column No. (6) multiplied by the "Qty" figure listed within column No. (3).

INDEPENDENT COST ESTIMATE (ICE)
REQUEST FOR PROPOSALS (RFP) No. RFP 2020-001, Annual Audit Services

COMPLETED BY:


Signature

8/24/2020
Date

Paula Nicholas
Printed Name

Procurement Officer
Title

RECAP OF PROPOSALS RECEIVED
REQUEST FOR PROPOSALS (RFP) No. 2020-001, Annual Audit Services
Submittal Deadline: 4:00 PM CT, Tuesday, June 30, 2020

The following proposals have been received as noted.

[illegible]

REQUEST FOR PROPOSALS (RFP) No. 2020-001, Annual Audit Services

COMPETITIVE SOLICITATION CHECKLIST (Non-construction, Non-maintenance)

(1) Tab No.	(2) Task Description	(3) Regulatory Reference	(4) Document In File ("X")	(5) Verified In File ("Initial")	(6) Date Verified

(NOTE: Please be sure to review and comply with the Instructions/Explanations at the end of this form)					
JUSTIFY (the purchase)					
1.0	Advanced Planning: Ensure the need for the items is listed on the annual procurement plan and available funds are listed in the budget.	[3.1] {§200.318(d)}			
1.1	Requisition: Received from the UD a fully completed procurement request, including the SOW and funding availability approval by Finance.	[2.5; 3.4]			
FORMULATE (the documents)					
	Solicitation File: A hard copy of all the documentation identified herein is maintained in a file, clearly showing the history and compliance of the solicitation.	[3.3] {§200.318(i)}			
2.0	Procurement Method: Determine the method of procurement.	[Chapter 7] {§200.320(d)}			
2.1	Potential "Cooperative" or "Joinder" Purchase: Determine the non-availability of existing contracts for use via eligible cooperative purchasing agreements? YES <input type="checkbox"/> NO <input type="checkbox"/> . COMMENTS/EXPLANATION:	[Chapter 14] {§200.318(e)}			
2.2	If Competitive Solicitation Required: It has been determined to utilize the Request for Proposals (RFP), aka "Competitive Proposals": Typically, > the applicable SAT, but may be for smaller procurements if the Agency chooses. COMMENTS/EXPLANATION:	[Chapter 7] {§200.318(d)}			
2.3	Competitive Solicitation Documents: Complete draft solicitation documents, including specifications & SOW, for UD approval. Basic documents to be included as a part of the solicitation issued (PLEASE NOTE: The listed HUD forms are mandatory):	[7.2.A] {§200.320}			

REQUEST FOR PROPOSALS (RFP) No. 2020-001, Annual Audit Services

COMPETITIVE SOLICITATION CHECKLIST (Non-construction, Non-maintenance)

(1) Tab No.	(2) Task Description	(3) Regulatory Reference	(4) Document In File ("X")	(5) Verified In File ("Initial")	(6) Date Verified

(NOTE: Please be sure to review and comply with the Instructions/Explanations at the end of this form)					
2.3.1	RFP Document, including SOW	[7.2.A-E]			
2.3.2	Form of Proposal	[7.2.A.1]			
2.3.3	Profile of Firm Form	[10.2]			
2.3.4	Section 3 Forms	[15.2]			
2.3.5	Supplemental Instructions to Proposers & Contractors (SIPC)				
2.3.6	*Sample Contract Form, w/attachments	[10.1]			
2.3.7	Sample Task Order Form (if applicable)				
2.3.8	Profile of Agency Developments				
2.3.9	Other documents as the Agency determines necessary				
	HUD-mandated Forms				
2.3.10	form HUD-5369-B (8/93), <i>Instructions to Offerors, Non-Construction.</i>	[7.2.B.1]			
2.3.11	form HUD-5369-C (8/93), <i>Certifications and Representations of Offerors, Non-Construction Contract.</i>	[7.2.B.2]			
2.3.12	*form HUD-5370-C (01/2014), <i>General Conditions for Non-Construction Contracts, Section I (With or without Maintenance Work).</i>	[7.2.B.3] [10.5.B]			
2.3.13	User input/concurrence received.				
2.3.14	Evaluation plan prepared.	[7.2.D/E/K]			
3.0	Independent Cost Estimate (ICE).	[3.2] {§200.323(a)}			
ISSUE (the RFP)—CONDUCT OUTREACH					
4.0	Issue/publicize solicitation; including:	[7.1.F]			
4.1	Advertisement in newspaper(s).	[7.1.F.1]			
4.2	Outreach, Notice to: bid depositories; associations; chambers.	[7.1.F.2] {§200.319(d)}			
4.3	Outreach directly to prospective proposers.				
CONDUCT (the RFP process)					
5.1	Pre-proposal conference (if held).	[7.2.G]			
5.2	Issue Addendums (as needed).	[7.2.F]			

REQUEST FOR PROPOSALS (RFP) No. 2020-001, Annual Audit Services

COMPETITIVE SOLICITATION CHECKLIST (Non-construction, Non-maintenance)

(1) Tab No.	(2) Task Description	(3) Regulatory Reference	(4) Document In File ("X")	(5) Verified In File ("Initial")	(6) Date Verified

(NOTE: Please be sure to review and comply with the Instructions/Explanations at the end of this form)					
5.3	Log-in hard-copy proposals received	[7.2.H]			
5.4	Submittal deadline—receive sealed submittals (DO NOT open publicly).	[7.2.H] [7.2.K.2]			
EVALUATE (the proposals received)					
6.0	Evaluate proposals received for <u>Responsiveness</u> (in private—NO public opening); including:	[7.2.H]			
6.1	Verify on-time sealed proposal submittal	[7.2.H]			
6.2	Verify all required documents submitted	[7.2.H]			
6.3	Verify Section 3 (NOTE: At this point, Section 3 is optional)	[15.2]			
6.4	If applicable, deliver Notice of Nonresponsive Submittal	[6.12.E]			
6.5	Evaluation package prepared	[7.2.J-L]			
6.5.1	All responsive proposals received are evaluated by an evaluation committee based upon the published evaluation factors.	[7.2.C/J-Q]			
6.5.2	Potential "Competitive Range" or "Best and Finals" Process conducted	[7.2.N-Q]			
6.6	<u>Identify Apparent Top-rated Proposer:</u> Evaluate apparent top-rated proposer for <u>Responsibility</u> (in private, not publicly); including:	[6.12.B.2] [10.2]			
6.6.1	Verify appropriate licensing				
6.6.2	Verify appropriate insurance				
6.6.3	Check references (if necessary)				
6.6.4	Verify eligible per SAM/LDP	[10.2.H]			
6.6.5	If applicable, deliver Notice of Determination of Contractor Non-responsibility	[10.2.F]			
7.0	<u>Conduct Cost and Price Analysis (CPA)</u>	[10.3] {\$200.323}			
8.0	Completion of the Agency Rationale For Award (RFA) form (aka "Determination & Findings" or	[6.12.B.2] [10.2.E]			

REQUEST FOR PROPOSALS (RFP) No. 2020-001, Annual Audit Services

COMPETITIVE SOLICITATION CHECKLIST (Non-construction, Non-maintenance)

(1) Tab No.	(2) Task Description	(3) Regulatory Reference	(4) Document In File ("X")	(5) Verified In File ("Initial")	(6) Date Verified

(NOTE: Please be sure to review and comply with the <u>Instructions/Explanations at the end of this form</u>)					
	"Finding of Fact")	{§200.318(i)}			
FINALIZE AWARD DECISION					
9.1	Obtain concurrence of Legal Counsel, UD, and ED of successful proposer.				
9.2	Prepare agenda item (if necessary).				
9.3	Obtain Board approval (if necessary).				
9.4	Notify all offerors of award/results, including right to protest and offer of debriefing.	[7.2.5.2/3]			
COMPLETE THE AWARD					
10.0	Formulate contract/file, including Contract Modification Register in the file, and the inclusion of the appropriate contract documents identified herein (e.g. "*").	[3.3] [10.1] [10.5] [Chapter 11]			
10.1	Contract meeting (Purchasing; Finance; UD; Contractor). Execute contract—begin service.				
10.2	<u>Acceptance/Delivery:</u> Monitor contract.	[11.3.E] {§200.318(b)}			
All documentation pertaining to the foregoing shall be maintained in an organized manner in a solicitation file, clearly marked identifying the specific solicitation. [3.3]					

THE FOREGOING VERIFIED BY:

	8/24/20	Paula Nicholas	Procurement Officer
Signature	Date	Printed Name	Title

NOTE: Instructions and Explanations detailed on the following page.

REQUEST FOR PROPOSALS (RFP) No. 2020-001, Annual Audit Services

COMPETITIVE SOLICITATION CHECKLIST (Non-construction, Non-maintenance)

(1)	(2)	(3)	(4)	(5)	(6)
Tab			Document	Verified	
No.	Task Description	Regulatory Reference	In File ("X")	In File ("Initial")	Date Verified

(NOTE: Please be sure to review and comply with the Instructions/Explanations at the end of this form)

A. Explanation of Column Headings within the preceding Table:

Column (1): The whole number (e.g. "6" within "6.1") identifies the Tab within the solicitation file that the noted documentation is filed under. It is not necessary to further divide the Tabs by the fractional number (e.g. the ".1" or ".2" within "6.1" or "6.2").

Column (2): The Task that the staff person is required to address.

Column (3): The Regulatory Reference for each Task (please see the following section B).

Columns (4)-(6): Record the following information as the noted documents are placed in the file; and place those documents within the file as the documents are formulated (NOTE: The purpose of the file is to ensure that all documentation is gathered in one place, ready for an audit).

Column (4): If the noted documentation is in the file and/or the issue was addressed, place an "X" within the column; place an "N/A" therein for any Task that does not apply to the solicitation.

Column (5): "Verified Complete" is the signature or initial of the staff person verifying that noted Task was completed and the noted documentation is in the solicitation file.

Column (6): "Date Verified" is the date the immediate-preceding "Verified Complete" was done.

B. Regulatory Reference Column:

Please note that each of the referenced section(s) within 7460.8 and 2 CFR §200 are a general major reference—there are most certainly additional sections within each document that pertain to the noted task. Therein:

[Noted reference within HUD Procurement Handbook 7460.8 REV 2]

{Noted reference within 2 CFR §200.317 - §200.326, *Procurement Standards*}

C. Legend:

CEO = Chief Executive Officer

Agency = Housing Authority of Beaumont.

SAT = Simplified Acquisition Threshold, below which the Agency may conduct a simplified quote (QSP) and above which the Agency must conduct a formal solicitation (IFB; RFP; RFQ/QBS); set by HUD at a maximum of \$250,000 but may be lower if required by applicable State statute.

SOW = Statement/Scope of Work.

UD=User Department

The preceding forms marked with an asterisk ("") actually pertain to the ensuing contract, not the competitive solicitation, but are recommended to be included within the competitive solicitation so that the proposers are aware of the contract requirements each will be required to abide by if chosen for award.

OUTREACH TO PROSPECTIVE PROPOSERS

TO:
FROM: BEAUMONT HOUSING AUTHORITY
Paula Nicholas, Procurement Specialist
TELEPHONE: (409) 951-7200
E-MAIL: nicholaspa@bmtha.org
TDD/TTY: (800)735-2989

We invite you to participate in the following Request for Proposers (RFP) process:

RFP No. 2020-001, Annual Audit Services

Our Agency is conducting our competitive process for an annual audit, please follow these instructions:

1. Access our website: www.bmtha.org.
2. Hover your mouse over Opportunities in the blue menu bar at the top of the pictures.
3. From there, click on Current Bid Opportunities under the Procurement column on the left.
4. Any current outstanding procurement solicitations that we have will be listed on this page. Click on the name to open the document.

PLEASE REFER TO THE RFP DOCUMENT FOR DUE DATE AND OTHER TIME SENSITIVE DELIVERABLES.

OUTREACH TO PROSPECTIVE PROPOSERS

(NOTE TO AGENCY STAFF: After you have completed—entered and/or updated—each of the following entries, cut and paste each into the 1st address area near the top of the preceding page. Then you can cut-n-paste the preceding information into an email and send the email to the prospective proposer. Repeat the process for each prospective proposer listed following.)

ATTENTION: Alan Grothe
COMPANY: Alan L. Grothe, CPA, LLC
TELEPHONE: 770-952-8544 Ext. 300
E-MAIL: alan.grothe@alangrothecpa.com

ATTENTION: Sergio Gonzalez
COMPANY: Barton Gonzalez & Myers PA
TELEPHONE: 727-344-1040
E-MAIL: sergio@bartoncpas.com

ATTENTION: Douglas Zimmerman
COMPANY: EFPR Group, CPAs, PLLC
TELEPHONE: 716-634-0700
E-MAIL: contractadmin@toskicpa.com

ATTENTION: Cameron Jones
COMPANY: Henderson & DeJohn, LLC
TELEPHONE: 205-982-0992 Ext. 215
E-MAIL: cjones@hendersoncpa.com

ATTENTION: Tabitha Jones
COMPANY: Novogradac and Company, LLP
TELEPHONE: 415-356-8001
E-MAIL: Tabitha.Jones@Novoco.com

ATTENTION: Chad Porter
COMPANY: Smith Marion & Co. CPAs
TELEPHONE: 909-825-6600 Ext. 113
E-MAIL: cporter@smcocpa.com

ATTENTION: Jason T. Roy
COMPANY: Roy & Associates, CPA
TELEPHONE: 207-990-8909
E-MAIL: jason@roycpas.com

OUTREACH TO PROSPECTIVE PROPOSERS

ATTENTION: Lori A. Ciarla
COMPANY: Dermody, Burke & Brown CPAs, LLC
TELEPHONE: 315-471-9171
E-MAIL: lac@dbbllc.com

ATTENTION: Angie Campbell
COMPANY: Hawkins Ash CPAs
TELEPHONE: 608-793-3140
E-MAIL: acampbell@hawkinsashcpas.com

ATTENTION: Fritz Duncan
COMPANY: Jones & Roth CPAs & Business Advisors
TELEPHONE: 541-687-2320
E-MAIL: fritzd@jrcpa.com

ATTENTION: Dale Rector
COMPANY: Rector, Reeder & Lofton, PC
TELEPHONE: 770-879-8411
E-MAIL: drector@cpa-rrl.com

ATTENTION: Brian Robinson
COMPANY: Baker Tilly
TELEPHONE: 848-467-3913
E-MAIL: brian.robinson@bakertilly.com

ATTENTION: Beth Kirchner
COMPANY: Berman Hopkins Wright & LaHam CPAs & Associates, LLP
TELEPHONE: 321-757-2020
E-MAIL: kirchner@bermanhopkins.com

ATTENTION: Jay Weinstein
COMPANY: Eisner Amper
TELEPHONE: 732-243-7202
E-MAIL: jay.weinstein@eisneramper.com

ATTENTION: Keith Pfeifle
COMPANY: Maner Costerisam
TELEPHONE: 517-323-7500
E-MAIL: kpfeifle@manercpa.com

ATTENTION: David Hampton
COMPANY: Kemper CPA Group LLP
TELEPHONE: 270-443-4400
E-MAIL: dhampton@kcpag.com