



# REQUEST FOR QUALIFICATIONS

## COVER SHEET

RFQ NUMBER: 15-0316  
Housing Authority of the City of Arlington - Annual Audit Services

DUE DATE: Monday, March 16, 2015

DUE TIME: 2:00 p.m. (Central Time)

PRE-BID CONFERENCE: N/A

CONTACT: David Zappasodi, Executive Director  
Housing Authority of the City of Arlington  
501 W. Sanford Street, Suite 20  
Arlington, Texas 76011  
E-mail: [David.Zappasodi@arlingtontx.gov](mailto:David.Zappasodi@arlingtontx.gov)  
Telephone: 817-276-6790  
Fax: 817-962-1206

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The Housing Authority of the City of Arlington also known as the Arlington Housing Authority (“AHA”) is seeking a response to this Request for Qualifications (RFQ) from consultants interested in providing professional services needed to provide annual audit services.

***Qualifications, in accordance with the specifications and scope of work below, will be accepted until 2:00 p.m. CST, March 16, 2015.***

### **SUBMISSION OF QUALIFICATIONS**

Submit qualifications (1) original and four (4) paper copies and to the address below:

**Housing Authority of the City of Arlington  
Attention: Michele Craven  
RFQ 15-0316  
501 W. Sanford Street Suite 20  
Arlington, TX 76011  
817-276-6730  
[Michele.Craven@arlingtonhousing.us](mailto:Michele.Craven@arlingtonhousing.us)**

**NOTE: Absolutely no faxed or e-mailed qualifications will be accepted. The Housing Authority of the City of Arlington shall not consider any request for extension of the deadline for qualifications.**

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## **SECTION 1: GENERAL INFORMATION**

The Housing Authority of the City of Arlington (AHA) reserves the right to accept or reject any or all qualifications and to accept only those qualifications that are in the best interest of the AHA.

There is no expressed or implied obligation for the AHA to reimburse responding firms for any expenses incurred in preparing responses to this request.

To be considered, one (1) original (so marked) and four (4) copies of the response shall be received by 2:00 p.m. CST, March 16, 2015.

During the evaluation process, the committee reserves the right, where it may serve the AHA's best interest, to request additional information or clarification from responders, or to allow corrections of errors or omissions. At the discretion of the committee, firms submitting responses may be requested to make oral presentations as part of the evaluation process.

The City reserves the right to retain all responses and to use any ideas included in a response regardless of whether that response is selected. Submission of a response indicates acceptance by the firm of the conditions contained in this request for qualifications (RFQ), unless clearly and specifically noted in the response and confirmed in the contract between the City and the firm selected.

The prospective contractor certifies by submission of their qualifications that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal, state, or local department or agency.

## **SECTION 2: INTRODUCTION**

The AHA is governed by the Housing Authorities Law, codified in the Texas Local Government Code. The AHA operates and manages its housing programs to provide decent, safe, sanitary and affordable housing to low income families, the elderly, and the disabled, and implements various programs designed and funded by the U.S. Department of Housing and Urban Development (HUD) and other federal agencies. The AHA is a Public Housing Agency and a component unit of the City of Arlington Texas as defined by Section 2100 of the Governmental Accounting Standards Board's Codification of Governmental Accounting and Financial Reporting Standards.

Currently, the AHA employs 40 regular full time staff, and administers rental assistance for over 3,700 privately owned rental units through the Housing Choice Voucher and other programs. The total AHA operating budget for the fiscal year 2014 was approximately \$30 million.

## **SECTION 3: PROJECT SCOPE**

The AHA is seeking responses from qualified, licensed and insured entities to provide the following detailed services:

### **3.1 GENERAL REQUIREMENTS**

- 3.1.1** Any audit that is performed by award of this RFQ shall be performed in accordance with generally accepted auditing standards, and will additionally require compliance testing and a study of internal accounting controls. The successful proposer will be required to certify that each and every audit is performed in accordance with all applicable federal and state laws and regulations, and in accordance with Generally Accepted Accounting Principles (GAAP).

**3.1.2** The AHA was last audited for the fiscal year end September 30, 2014. The AHA will require the successful proposer to audit for the fiscal years ending September 30, 2015 (FY2015), September 30, 2016 (FY2016), September 30, 2017 (FY2017), September, 30 2018 (FY2018), and September 30, 2019 (FY2019). Below is a list of the AHA's programs (please note that there may be minor changes in the activity of these programs from year to year, however, it is not anticipated that these changes will be substantial):

**3.1.2.1** Housing Choice Voucher Program, with 3,754 units;

**3.1.2.2** Supportive Housing Program, with 24 units;

**3.1.2.3** Shelter Plus Care Grants, with 25 units;

**3.1.2.4** Tenant Based Rental Assistance (pass through from the City of Arlington HOME Investment Partnership Act), with 45 units;

**3.1.2.5** Homeless Housing and Services Program (TDHCA funds granted to the City of Arlington, operated and managed by AHA).

**3.1.3** The FY2015 audit will be required to be performed prior to January 31, 2016, and the report shall be issued by January 31, 2016:

**3.1.3.1** Field work shall be completed by December 31, 2015;

**3.1.3.2** Draft report shall be submitted by January 15, 2016;

**3.1.3.3** Final report shall be submitted by January 31, 2016.

**3.1.3.4** Similar deadlines will be established for the work pertaining to ensuing FY's.

**3.1.4** Once completed, the successful proposer will be required to submit to the AHA a total of fifteen (15) copies of the Single Audit Report, and an electronic copy in PDF format.

**3.2 AUDITOR'S RESPONSIBILITIES** The auditor's responsibilities are as defined within OMB Circular A-133 at [http://www.whitehouse.gov/omb/circulars\\_a133/](http://www.whitehouse.gov/omb/circulars_a133/).

**3.2.1** General Responsibility, A-133.500(a): The audit shall be conducted in accordance with GAGAS. The audit shall cover the entire operations of the AHA.

**3.2.2** Financial Statements, A-133.500(b): The auditor shall determine whether the AHA's financial statements are fairly presented in all material respects in conformity with generally accepted accounting principles (GAAP). The auditor shall also determine whether the schedule of expenditure of Federal awards is presented fairly in all material respects in relation to the HA's financial statements taken as a whole.

**3.2.3** Internal Control, A-133.500(c): In addition to the requirements of GAGAS, the auditor shall perform procedures to obtain an understanding of the AHA's internal control systems.

- 3.2.4** Compliance, A-133.500(d): In addition to the requirements of GAGAS, the auditor shall determine whether the AHA has complied with laws, regulations, and the provisions of contracts or grant agreements that may have a direct and material impact on each of its major programs.
- 3.2.5** Audit Follow-up, A-133.500(e): The auditor shall follow-up on prior audit findings; perform procedures to assess the reasonableness of the summary of schedule of prior audit findings prepared by the AHA in accordance with A-133.315(b).
- 3.2.6** Data Collection Form, A-133.500(f): The auditor shall complete and sign specified sections of the data collection form as required in A-133.320(b)(3).
- 3.2.7** Audit Reporting, A-133.505: The auditor's report shall include:
- 3.2.7.1** An opinion on financial statements and schedule of expenditure of Federal awards;
  - 3.2.7.2** A report on Internal Control;
  - 3.2.7.3** Report on compliance;
  - 3.2.7.4** A schedule of findings and questioned costs.
- 3.2.8** Audit Working Papers, A-133.515: The auditor shall retain working papers for a minimum of 3 years after the date of issuance of the auditor's report to the AHA. Audit working papers shall be made available upon request to the cognizant or oversight agency for audit or its designee. Access to working papers includes the right of Federal agencies to obtain copies of working papers, as is reasonable and necessary.
- 3.2.9** Determine the HA's major programs, A-133.520.
- 3.2.10** Adherence to standards set forth by generally accepted auditing standards (GAAS) and the generally accepted government auditing standards (GAGAS).
- 3.2.11** Prepare the Audit Engagement Letter in accordance with AICPA standards. This letter will be a formal contract between the auditor and the AHA. It confirms the auditor's acceptance of the appointment and documents the agreed-upon scope and terms of the engagement and shall become a part of the ensuing contract between the AHA and the selected auditor. The basic elements of the Audit Engagement Letter shall be:
- 3.2.11.1** Names of the parties to the contract.
  - 3.2.11.2** Audit schedule.
  - 3.2.11.3** Reporting package and its format.
  - 3.2.11.4** Auditor/AHA relationship regarding changes in the kind or amount of work required, and access to and ownership of audit products, including:

- 3.2.11.4.1** At any time the AHA may, by written notice, make changes in or additions to work or services within the general scope of the agreement. If such changes are made, an equitable adjustment will be made in the cost of the audit using the rates specified in the agreement.
- 3.2.11.4.2** If the auditor believes that a change in or addition to work is beyond the general scope of the agreement, it shall notify the AHA in writing within 10 days of being notified to begin such work. The final administrative authority in settling such disputes shall rest with the AHA.
- 3.2.11.4.3** Audit Work Papers: The work papers prepared by the auditor during the audit are its own property. These documents shall be retained for a period of at least 3 years after issuance of the Report. Copies of these work papers, if requested by the AHA, HUD or any other governmental agency having jurisdiction to request such (i.e. Office of Inspector General), are to be made available to the requesting party within 10 days of receipt of such request. All reports rendered to the AHA by the auditor are the exclusive property of the AHA and subject to its use and control, according to applicable laws and regulations.
- 3.2.11.5** The objective of the audit is the expression of an opinion on the financial statements.
- 3.2.11.6** The Management of the AHA is responsible for the AHA's financial statements.
- 3.2.11.7** Management is responsible for establishing and maintaining effective internal control systems.
- 3.2.11.8** Management is responsible for identifying and ensuring that the AHA complies with applicable laws and regulations.
- 3.2.11.9** Management is responsible for making all financial records and related information available to the auditor.
- 3.2.11.10** At the conclusion of the audit, the Management will provide the auditor with a letter that confirms certain representations made during the audit (Management Representation Letter).
- 3.2.11.11** The auditor is responsible for conducting the audit in accordance with generally accepted auditing standards (GAAS) and/or generally accepted governmental auditing standards (GAGAS).

- 3.2.11.12** The audit includes obtaining an understanding of the AHA's internal controls sufficient to plan the audit and to determine the nature, timing and extent of audit procedures to be performed. An audit is not designed to provide assurance on internal control or to identify reportable conditions. However, the auditor is responsible for ensuring that the audit committee is aware of any reportable conditions that come to its attention.
  - 3.2.11.13** Management is responsible for adjusting the financial statements to correct material misstatements and for affirming to the auditor in the representation letter that the effects of any uncorrected misstatements aggregated by the auditor are immaterial, both individually and in the aggregate.
  - 3.2.11.14** Arrangements regarding the conduct of the engagement (i.e., timing; client assistance; availability of documents and use of specialists or internal auditors; etc.).
  - 3.2.11.15** Arrangements involving a predecessor auditor, fees, expense reimbursement and payment schedule.
  - 3.2.11.16** Any limitation of or other arrangements regarding the liability of the auditor or the HA.
  - 3.2.11.17** Any other conditions under which third parties may be granted access to the auditor work papers.
  - 3.2.11.18** Provision of services relating to regulatory requirements or other non-audit services.
- 3.2.12** All proposed work shall include any required assistance and verification that the Contractor shall provide to assist and ensure the appropriate on-time submission of the audited Financial Data Schedule to HUD.

### **3.3 AUDITEE'S RESPONSIBILITIES:**

#### **3.3.1** As defined within OMB Circular A-133:

- 3.3.1.1** Provide Federal program-related information: Federal awards received and expended including the CFDA title and number; award number and year; name of the Federal agency; and the name of the pass-through entity; per A-133.300(a).
- 3.3.1.2** Maintain internal control over Federal program that provides reasonable assurance that the AHA is managing Federal awards in compliance with laws, regulations and the provisions of contracts or grant agreements that could have a material effect on each of its Federal programs; per A-133.300(b).

- 3.3.1.3** Comply with laws, regulations, and the provisions of contracts or grant agreements related to each of its Federal programs; per A-133.300(c).
  - 3.3.1.4** Prepare the appropriate financial statements, including the schedule of expenditure of Federal awards in accordance with A-133.310; per A-133.300(d).
  - 3.3.1.5** Ensure that the required audits were properly performed and submitted timely; per A-133.300(e).
  - 3.3.1.6** Follow up and take corrective action on audit findings, including preparation of a summary schedule of prior audit findings and a corrective action plan in accordance with OMB Circular A-133.315(b) & (c), [A-133.300(f)].
  - 3.3.1.7** Submit the reporting package to OMB-designated Federal Clearinghouse and to its Cognizant Agency, including the Data Collection Form, (A-133.320).
- 3.3.2** Per 24 CFR Part 85.20:
- 3.3.2.1** Financial Reporting: Disclose accurate, current and complete financial results of HUD assisted Programs.
  - 3.3.2.2** Accounting Records: Identify the source and application of funds provided for HUD assisted activities.
  - 3.3.2.3** Internal Controls: Maintain effective controls and accountability for all assets, including accounting controls and management activities.
  - 3.3.2.4** Budget Controls: Prepare separate budget for each HUD-assisted program, based on HUD prescribed categories, and assure that expenditures do not exceed the approved budget.
  - 3.3.2.5** Allowable Cost: Ensure that funds are expended in accordance with program requirements, based on OMB Circular A-87 or as amended.
  - 3.3.2.6** Source Documentation: Main source documents and files that support the financial transactions recorded in the books, providing an adequate audit trail.
- 3.3.3** Per Statement on Auditing Standards No. 85:
- 3.3.3.1** Prepare Management Representation Letter. This is the AHA's written representations on financial statements under examination by the auditor. In accordance with generally accepted auditing standards (GAAS), the auditor requests this document from the AHA prior to the conclusion of the audit.
- 3.3.4** Per 24 CFR 902.33:
- 3.3.4.1** Electronically submit the audited financial data to HUD's Real Estate Assessment Center (REAC) within 9 months after its fiscal year-end date.

**3.4 CURRENT CONTRACTOR:** The AHA's current contractor for these services is CohnReznick LLP who was retained in 2010, pursuant to Resolution 10-17.

**SECTION 4: ROLE OF CONSULTANT**

**4.1** The consultant will furnish all required labor, materials, supplies, and travel required in connection with the project. The AHA expects that the project staff will include individuals with expertise in auditing public housing authorities and/or entities utilizing federal grant funds.

**SECTION 5: ROLE OF THE AHA**

- 5.1** The AHA will make available copies of any relevant reports, studies, or other resources as may be needed for the completion of the project.
- 5.2** The AHA’s Contract Administrator will be David Zappasodi, Executive Director, or a designated representative, who will coordinate the services to be provided by the AHA to the consultant.
- 5.3** Technical information regarding the annual audit services will be provided to the consultant by David Zappasodi upon request.

**SECTION 6: REQUEST FOR QUALIFICATIONS**

*Responses to this RFQ should be provided in the following numbered format as listed below.*

**6.1 PROPOSAL FORMAT:**

**6.1.0 Tabbed Proposal Submittal:** All proposals submitted in response to this RFQ shall be formatted in accordance with the sequence noted following. Each category shall be separated by numbered index dividers (which number extends so that each tab can be located without opening the proposal) and labeled with the corresponding tab reference also noted below. None of the proposed services may conflict with any requirement the HA has published herein or has issued by addendum.

[Table No. 1]

RFQ Section	Tab No.	Description
6.1.1	1	<b>Form of Proposal:</b> This Form is attached hereto as Attachment A to this RFQ document. This 1-page Form shall be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal.
6.1.2	2	<b>Form HUD-5369-C (8/93), Certifications and Representations of Offerors, Non-Construction Contract:</b> This Form is attached hereto as Attachment B to this RFQ document. This 2-page Form shall be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal.
6.1.3	3	<b>Profile of Firm Form:</b> The Profile of Firm Form is attached hereto as Attachment C to this RFQ document. This 2-page Form shall be fully completed, executed and submitted under this tab as a part of the proposal submittal.

6.1.4	4	<b>Proposed Services:</b> As more fully detailed within Section 3, <i>Project Scope</i> , of this document, the proposer shall, at a minimum, clearly detail within the information submitted under this tab documentation showing:
6.1.4.1		As detailed within Section 7, Evaluation Factor No. 1, herein, the proposer's professional background and qualifications of key personnel, reputation for personal and professional integrity and competence.
6.1.4.2		As detailed within Section 7, Evaluation Factor No. 2, herein, the proposer's demonstrated experience in performing similar work and the proposer's demonstrated successful past performance (including meeting costs, schedules, and performance requirements) of contract work substantially similar to that required by this solicitation as verified by reference checks or other means.
6.1.4.3		As detailed within Section 7, Evaluation Factor No. 3, herein, the appropriateness of the technical approach (including thorough narrative and timeline that details the proposed project approach) and the quality of the work plan.
6.1.4.4		As detailed within Section 7, Evaluation Factor No. 4, herein, the proposer's capability to perform all aspects of the project and to meet all deadlines and schedules.
6.1.4.5		As detailed within Section 7, Evaluation Factor No. 5, herein, the proposer's Description of methodology to be used in completing the required work.
6.1.4.6		If the firm had a Quality Assurance audit done by the PIH/REAC QASS division? If so, submit a copy.
6.1.4.7		If appropriate, how staff are retained, screened, trained and monitored;
6.1.4.8		The proposed quality control program;
6.1.4.9		An explanation and copies of forms that will be used and reports that will be submitted and the method of such reports (i.e. written; fax; internet; etc.);
6.1.4.10		A complete description of the products and services the firms provides.
6.1.5	5	<b>Client Information:</b> The proposer shall submit a listing of former or current clients, including the Public Housing Authorities, for whom the proposer has performed similar or like services to those being proposed herein. The listing shall, at a minimum, include:
6.1.5.1		The client's name;
6.1.5.2		The client's contact name;
6.1.5.3		The client's telephone number;

6.1.5.4		A brief description and scope of the service(s) and the dates the services were provided;
6.1.6	6	<b>Equal Employment Opportunity:</b> The proposer shall submit under this tab a copy of its Equal Opportunity Employment Policy.
6.1.7	7	<b>Section 3 Business Preference Documentation (Optional Item):</b> For any proposer claiming a Section 3 Business Preference, he/she shall under this tab include the fully completed and executed Section 3 Business Preference Certification Form attached hereto as Attachment D and any documentation required by that form.
6.1.8	8	<b>Fee Information:</b> The proposer shall submit under this tab fee information for comparable client/s including number of hours and associated fees. The proposer shall submit a copy of the fee structure charged to similar clients.
6.1.10	9	<b>Other Information (Optional Item):</b> The proposer may include hereunder any other general information that the proposer believes is appropriate to assist the HA in its evaluation.

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

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

**6.2 PROPOSAL SUBMISSION:** All proposals shall be submitted and time-stamped received in the designated AHA office by no later than the submittal deadline stated herein (or within any ensuing addendum). A total of 1 original signature copy (marked "ORIGINAL") and 4 exact copies (each of the 5 separate proposal submittals shall have a cover and extending tabs) of the proposal submittal, shall be placed unfolded in a sealed package and addressed to:

Housing Authority of the City of Arlington  
Attention: Michele Craven  
RFQ 15-0316  
501 W. Sanford Street, Suite 20  
Arlington, TX 76011  
817-276-6730

The package exterior shall clearly denote the above noted RFQ number and shall have the proposer's name and return address. Proposals received after the published deadline will not be accepted.

- 6.2.1 Submission Conditions:** DO NOT FOLD OR MAKE ANY ADDITIONAL MARKS, NOTATIONS OR REQUIREMENTS ON THE DOCUMENTS TO BE SUBMITTED. Proposers are not allowed to change any requirements or forms contained herein, either by making or entering onto these documents or the documents submitted any revisions or additions; and if any such additional marks, notations or requirements are entered on any of the documents that are submitted to the AHA by the proposer, such may invalidate that proposal. If, after accepting such a proposal, the AHA decides that any such entry has not changed the intent of the proposal that the AHA intended to receive, the AHA may accept the proposal and the proposal shall be considered by the AHA as if those additional marks, notations or requirements were not entered on such.
- 6.2.2 Submission Responsibilities:** It shall be the responsibility of each proposer to be aware of and to abide by all dates, times, conditions, requirements and specifications set forth within all applicable documents issued by the AHA, including the RFQ document and any addenda and required attachments submitted by the proposer. By virtue of completing, signing and submitting the completed documents, the proposer is stating his/her agreement to comply with the all conditions and requirements set forth within those documents.
- 6.2.3 Proposer's Responsibilities--Contact With the AHA:** It is the responsibility of the proposer to address all communication and correspondence pertaining to this RFQ process to David Zappasodi, Contract Administrator only. Proposers shall not make inquiry or communicate with any other AHA staff member or official (including members of the Board of Commissioners) pertaining to this RFQ. Failure to abide by this requirement may be cause for the AHA to not consider a proposal submittal received from any proposer who may has not abided by this directive.
- 6.2.4 Addendums:** All questions and requests for information shall be addressed in writing to the Contract Administrator (CA). The CA will respond to all such inquiries in writing by addendum to all prospective proposers (i.e. firms or individuals that have obtained the RFQ Documents). During the RFQ solicitation process, the CA will NOT conduct any *ex parte* (a substantive conversation—"substantive" meaning, when decisions pertaining to the RFQ are made—between the AHA and a prospective proposer when other prospective proposers are not present) conversations that may give one prospective proposer an advantage over other prospective proposers. This does not mean that prospective proposers may not call the CA—it simply means that, other than making replies to direct the prospective proposer where his/her answer has already been issued within the solicitation documents, the CA may not respond to the prospective proposer's inquiries but will direct him/her to submit such inquiry in writing so that the CA may more fairly respond to all prospective proposers in writing by addendum.

## **SECTION 7: CRITERIA FOR EVALUATION OF QUALIFICATIONS**

### **7.1 PROPOSAL EVALUATION:**

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

[Table No. 2]

NO.	MAX POINT VALUE	FACTOR TYPE	FACTOR DESCRIPTION
1	15 points	Subjective (Technical)	Professional background and qualifications of key personnel, reputation for personal and professional integrity and competence
2	25 points	Subjective (Technical)	The proposer's demonstrated experience in performing similar work and the proposer's demonstrated successful past performance (including meeting costs, schedules and performance requirements) of contract work substantially similar to that required by this solicitation as verified by reference checks or other means.
3	20 points	Subjective (Technical)	The appropriateness of the technical approach (including thorough narrative and timeline that details the proposed project approach) and the quality of the work plan.
4	20 points	Subjective (Technical)	Capability to perform all aspects of the project and to meet all deadlines and schedules
5	15 points	Subjective (Technical)	Description of methodology to be used in completing the required work
6	5 points	Subjective (Technical)	The overall quality and professional appearance of the submittal based upon the opinion of the evaluators.
	100 points	100 points	<b>Total Points (other than preference points)</b>

- 7.2 **Preference Evaluation Factor:** The following factors will be utilized by the AHA to evaluate each proposal submittal received:

[Table No. 2a]

NO.	MAX POINT VALUE	FACTOR TYPE	FACTOR DESCRIPTION
7		Objective	<b>SECTION 3 BUSINESS PREFERENCE PARTICIPATION:</b> A firm may qualify for Section 3 status as detailed within Attachment D (NOTE: A max of 5 points awarded).
7a	15 points		Priority I: As detailed on page 5 of Attachment D.
7b	12 points		Priority II: As detailed on page 5 of Attachment D.
7c	9 points		Priority III: As detailed on page 5 of Attachment D.
7d	6 points		Priority IV: As detailed on page 5 of Attachment D.

7e	3 points		Priority V/VI: As detailed on page 5 of Attachment D.
	15 points		<b>Maximum Preference Points (Additional)</b>
	115 points	<b>Total Possible Points</b>	

## **SECTION 8: CONSULTANT SELECTION PROCESS**

Qualifications will be evaluated by Housing Authority of the City of Arlington. This committee will select the top ranked prospective consultants or firms using the above criteria whose responses best demonstrate the competence and qualifications needed to perform the service. Each successful firm may be requested to make a presentation to the selection committee, followed by questions. Notice will be given as to the time and place of the presentation. Upon selection, the consultant will participate in the final development of the project's structure, scope, sequence, timeline for completion, and other performance measures required to meet the indicated contractual responsibilities. A formal contract for professional services will be executed through the Housing Authority of the City of Arlington.

### **SUBMISSION OF QUALIFICATIONS**

Submit qualifications (1) original and four (4) paper copies and to the address below:

Housing Authority of the City of Arlington  
Attention: Michele Craven  
RFQ 15-0316  
501 W. Sanford Street, Suite 20  
Arlington, TX 76011  
817-276-6730

**NOTE: Absolutely no faxed or e-mailed qualifications will be accepted. The Housing Authority of the City of Arlington shall not consider any request for extension of the deadline for qualifications.**

## **SECTION 9: RFQ SCHEDULE**

The following dates are set forth for informational and planning purposes; however, the Housing Authority of the City of Arlington reserves the right to change the dates.

Vendors are invited to submit written questions and requests for clarifications regarding the request. The questions, requests for clarifications, or suggestions must be in writing and received on or before **4:00 p.m., February 20, 2015**. If a vendor discovers any ambiguity, error, conflict, discrepancy, omission, or other deficiency in this request, the vendor should immediately notice the Contract Administrator in writing of such error and request modification or clarification of the document(s).

### **RFQ SCHEDULE**

Release Date	January 30, 2015
Last Day for Questions Due	February 20, 2015, 4:00 p.m.
<b>Proposals Due</b>	<b>March 16, 2015, 2:00 p.m.</b>
Committee Review	March 17 - April 30, 2015
Board of Commissioners Consideration – Approval	May 2015
Award of Contract	May 2015
Contract Term	Five (5) 1 year renewals

**APPENDIX A: FORM OF PROPOSAL**

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

Instructions: Unless otherwise specifically required, the items listed below must be completed and included in the proposal submittal. Please complete this form by marking an "X," where provided, to verify that the referenced completed form or information has been included within the "hard copy" proposal submittal submitted by the proposer. Also, complete the Section 3 Statement and the Proposer's Statement as noted below:

X=ITEM INCLUDED	SUBMITTAL ITEMS <i>(Five total copies of each proposal, including one with original signatures)</i>
_____	<b>Tab 1 Form of Proposal (Attachment A)</b>
_____	<b>Tab 2 Form HUD-5369-C (Attachment B)</b>
_____	<b>Tab 3 Profile of Firm Form (Attachment C)</b>
_____	<b>Tab 4 Proposed Services</b>
_____	<b>Tab 5 Client Information</b>
_____	<b>Tab 6 Equal Employment Opportunity Statement</b>
_____	<b>Tab 7 Section 3 Business Preference Documentation (Optional; Attachment D)</b>
_____	<b>Tab 8 Fee Information</b>
_____	<b>Tab 9 Other Information (Optional)</b>

**SECTION 3 STATEMENT**

Are you claiming a Section 3 business preference? YES\_\_\_ or NO\_\_\_. If "YES," pursuant to the Section 3 portion within the Conditions and Specifications, and pursuant to the documentation justifying such submitted under Tab No. 7, which priority are you claiming? \_\_\_\_\_.

**PROPOSER'S STATEMENT**

The undersigned proposer hereby states that by completing and submitting this Form and all other documents within this proposal submittal, he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and that if the AHA discovers that any information entered herein to be false, such shall entitle the AHA to not consider or make award or to cancel any award with the undersigned party. Further, by completing and submitting the proposal submittal, the undersigned proposer is thereby agreeing to abide by all terms and conditions pertaining to this RFQ as issued by the AHA.

\_\_\_\_\_  
**Signature**                      **Date**                      **Printed Name**                      **Company**

\_\_\_\_\_  
**Tax ID#**

**APPENDIX B: HUD 5369-C**

**Certifications and Representations of Offerors  
Non-Construction Contract**

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

OMB Approval No: 2577-0180 (exp. 7/30/96)

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

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offerors to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

**1. Contingent Fee Representation and Agreement**

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

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

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

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

**2. Small, Minority, Women-Owned Business Concern Representation**

The bidder/offeror represents and certifies as part of its bid/offer that it:

- (a)  is,  is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b)  is,  is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c)  is,  is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

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

**3. Certificate of Independent Price Determination**

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

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

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

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

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

**4. Organizational Conflicts of Interest Certification**

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

- (i) Award of the contract may result in an unfair competitive advantage;
- (ii) The Contractor's objectivity in performing the contract work may be impaired; or
- (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

- (b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.
- (d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

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

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

**6. Conflict of Interest**

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

**7. Offeror's Signature**

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

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

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

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

**APPENDIX C: PROFILE OF FIRM**

(This Form must be fully completed and placed under Tab No. 3 of the "hard copy" tabbed proposal submittal.)

1. Provide a brief description of the firm, including the number of years the firm has been in existence, range of professional services, office location(s), and staff size.
2. Please include an organizational chart that indicates the project's key personnel and their responsibilities. This chart should also include any proposed subcontractors.
3. Provide for each of the key personnel and subcontractors related work experience, education, training, and any other pertinent data that would demonstrate competence and experience in this type of work. This portion of the submittal shall include a resume for each proposed individual. Please note if any proposed individual would be a subcontractor or consultant outside the lead firm. Explain the firm's past experience with each subcontractor listed. No change in the proposed key personnel or subcontractors will be approved without express written consent of the AHA.
4. Identify the project's principal contact and contact information.
5. Provide a graphic timeline and project schedule with key milestones identified.
6. Describe a general project approach that could be employed to complete the project. Describe a process or project that was used in the past to successfully complete a similar project.
7. The firm should list and describe any prior or ongoing engagements or professional relationships that would constitute a potential conflict of interest, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed project. The firm covenants and agrees that the firm and its officers, employees, and subcontractors will have no interest, including personal financial interest, and will acquire no interest, either directly or indirectly, that will conflict in any manner with the performance of the services called for under this RFQ.
9. An affirmative statement should be included indicating that the firm and all assigned key professional staff are properly registered/licensed to practice in the State of Texas.
10. Identification of Potential Problems: The response should identify and describe any potential problems, the firm's approach to resolving these problems, and any special assistance that will be requested from the AHA.
11. Debarred Statement: Has this firm, or any principal(s), ever been debarred from providing any services by the Federal Government, any state government, the State of Texas, or any local government agency within or without the State of Texas? Yes  No   
If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.
12. Disclosure Statement: Does this firm or any principals thereof have any current, past personal or professional relationship with any Commissioner or Officer of the AHA? Yes  No   
If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

REQUEST FOR QUALIFICATIONS (RFQ) NO. 15-0316, Annual Audit Services

13. Verification Statement: The undersigned proposer hereby states that by completing and submitting this form he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and agrees that if the AHA discovers that any information entered herein is false, that shall entitle the AHA to not consider nor make award or to cancel any award with the undersigned party.

---

**Signature**                      **Date**                      **Printed Name**                      **Company**

**APPENDIX D: SECTION 3 FORM**

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

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

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

TYPE OF BUSINESS:  Corporation  Partnership  Sole Proprietorship  Joint Venture

Attached is the following documentation as evidence of status:

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

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

**For the business entity as applicable:**

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

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

List of subcontracted Section 3 business and subcontract amount

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

- List of all current full time employees  List of all employees claiming Section 3 status
- PHA Residential lease (less than 3 years from date of employment)  Other evidence of Section 3 status (less than 3 years from date of employment)

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

- Current financial statement  List of owned equipment
- Statement of ability to comply  List of all contracts for the past 2 years with public policy

**Corporate Seal**

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

\_\_\_\_\_  
Notary

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

**SUGGESTED AFFIRMATIVE ACTION PLAN FOR UTILIZATION OF PROJECT AREA BUSINESSES**

Number Of All Contracts Proposed: \_\_\_\_\_

Name Of Company: \_\_\_\_\_

Dollar Value Of All Contracts Proposed: \_\_\_\_\_

Project: \_\_\_\_\_

To The Greatest Extent Feasible, Contracts Will Be Awarded Through Negotiation Or Proposal To Qualified Project Area Businesses.

Goal Of These Contracts For Project Area Businesses:

PROPOSED TYPE OF CONTRACT	APPROX. COST	PROPOSED TYPE OF CONTRACT	APPROX. COST

Outline The Program To Achieve These Goals For Economically And Socially Disadvantaged:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**NOTE: To Complete The Affirmative Action Plan, Follow Steps Outlines In Attached Exhibit.**

(INSERT THIS DOCUMENT IN PROPOSAL DOCUMENTS AND WITH PROPOSAL)

DATE: \_\_\_\_\_

Signature

Date

Printed Name

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

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

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

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

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

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

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

\_\_\_\_\_  
Signature Date Printed Nam

### SECTION 3 BUSINESS PREFERENCE CLAUSE

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

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor or organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- E. The contractor will certify that any vacant employment positions, including training positions that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprise. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

## PREFERENCE FOR SECTION 3 BUSINESS CONCERNS IN CONTRACTING OPPORTUNITIES

The HA has established the following priority for preference when providing contracting opportunities to Section 3 Businesses:

### **Priority I**

#### **Category 1a Business**

Business concerns that are 51 percent or more owned by residents of the housing development or developments for which the Section 3-covered assistance is expended.

### **Priority II**

#### **Category 1b Business**

Business concerns whose workforce includes 30 percent of residents of the housing development for which the Section 3-covered assistance is expended, or within three (3) years of the date of first employment with the business concern, were residents of the Section 3-covered housing development.

### **Priority III**

#### **Category 2a Business**

Business concerns that are 51 percent or more owned by residents of any other housing development or developments.

### **Priority IV**

#### **Category 2b Business**

Business concerns whose workforce includes 30 percent of residents of any other public housing development or developments, or within three (3) years of the date of first employment with the business concern, were "Section 3" residents of any other public housing development.

### **Priority V**

#### **Category 3 Business**

Business concerns participating in HUD Youth-build programs being carried out in the metropolitan area in which the Section 3-covered assistance is expended.

### **Priority VI**

#### **Category 4a Business**

Business concerns that are 51 percent or more owned by Section 3 residents in the metropolitan area, or whose permanent, full-time workforce includes no less than 30 percent of Section 3 residents in the metropolitan area, or within three (3) years of the date of employment with the business concern, were Section 3 residents in the metropolitan area.

### **Priority VII**

#### **Category 4b Business**

Business concerns that subcontract in excess of 25 percent of the total amount of subcontracts to Section 3 business concerns.

### **Eligibility for Preference**

A business concern seeking to qualify for a Section 3 contracting preference shall certify or submit evidence that the business concern is a Section business concern.

HUD directs within 24 CFR 135 that the HA may make award to qualified Section 3 business concern with the highest priority ranking and with the lowest responsive proposal if that proposal is:

- (a) within the maximum total contract price established by the HA; or
- (b) not more than "X" higher than the total proposal price of the lowest responsive proposal from any responsible bidder. "X" is determined as follows:

"X" = LESSOR OF:	
When the lowest responsive proposal is less than \$100,000	10% of that proposal, or \$9,000.00
When the lowest responsive proposal is at least:	
\$100,000.00, but less than \$200,000.00	9% of that proposal, or \$16,000.00
\$200,000.00, but less than \$300,000.00	8% of that proposal, or \$21,000.00
\$300,000.00, but less than \$400,000.00	7% of that proposal, or \$24,000.00
\$400,000.00, but less than \$500,000.00	6% of that proposal, or \$25,000.00
\$500,000.00, but less than \$1,000,000.00	5% of that proposal, or \$40,000.00
\$1,000,000.00, but less than \$2,000,000.00	4% of that proposal, or \$60,000.00
\$2,000,000.00, but less than \$4,000,000.00	3% of that proposal, or \$80,000.00
\$4,000,000.00, but less than \$7,000,000.00	2% of that proposal, or \$105,000.00
\$7,000,000.00, or more	1.5% of the lowest responsive and responsible proposal with no dollar limit

**APPENDIX E: SAMPLE CONTRACT**

**CONTRACT BETWEEN  
THE HOUSING AUTHORITY OF THE CITY OF ARLINGTON  
AND  
[THE CONTRACTOR]**

**INTRODUCTION**

This contract by and between the Housing Authority of the City of Arlington (hereinafter "HA"), and \_\_\_\_\_, (hereinafter "the Contractor") is hereby entered into this \_\_\_\_ day of \_\_\_\_\_, 2015.

Services pursuant to this contract shall begin on the \_\_\_\_ day of \_\_\_\_\_, 2015, and shall end on the \_\_\_\_ day of \_\_\_\_\_, 2020, unless otherwise extended, modified, terminated or renewed by the parties as provided for within this contract. Unless otherwise detailed herein, all references to "days" shall be calendar days (in the case that the last day referenced falls on a Saturday, Sunday or legal holiday, then the period of time shall be automatically extended to include the next work day). Also, whenever the term "herein" is referred to, such refers to this contract form, the appendices and all listed attachments.

**1.0 Definitions:**

- 1.1 Housing Authority (HA):** Any reference herein or within any Appendix to the "Housing Authority" shall be interpreted to mean the same as the HA.
- 1.2 Contracting Officer (CO):** The HA Contracting Officer, typically the HA Executive Director, but may be another person delegated such authority by the ED.
- 1.3 Executive Director (ED):** The HA Executive Director.
- 1.4 Request for Qualifications (RFQ):** A competitive solicitation process conducted by the HA wherein award was completed to the top-rated responsive and responsible proposer.

**2.0 Services and Payment:**

- 2.1 Scope of Services:** The services provided pursuant to this contract generally consist of those services for the HA as described in RFQ No. 15-0316, Audit Engagement Letter, and within the Appendices. Said services shall be provided on the dates and times and location determined by the HA. In addition, the HA shall retain the right to implement and/or enforce any item issued as a part of RFQ No. 15-0316.
- 2.2 Provisions of any and all work:** The Contractor shall not begin any additional work (other than that already detailed herein) without an executed contract and Audit Engagement letter. This shall be completed as follows:
- 2.3 Cost/Value of Services:**

**2.3.1 Contract Value:** The current total Not-To-Exceed (NTE) value of this contract is:

\$\_\_\_\_,\_\_\_\_.\_\_\_\_

The Contractor exceeds the NTE amount at his/her own risk. The Contractor is under no obligation to provide additional services that would cause the Contractor's fees to exceed the NTE amount without prior revision of this amount by written change order.

**2.4 Renewal Options:** This contract is initially executed for services pertaining to FY2015 only. The HA shall retain the right to renew this contract, at the HA's option, for the four (4) additional FY's named in the RFQ Document that the HA received pricing for.

**2.5 Time Performance:** The Contractor will complete each assigned task as detailed within RFQ No. 15-0316 and Audit Engagement Letter.

**2.6 Billing Method:**

**2.6.1** To receive payment for services rendered pursuant to this contract the Contractor shall submit invoices for work performed to:

**City of Arlington Accounts Payable**  
**PO Box 30143**  
**College Station, TX 77842**

**2.6.2** At a minimum, the invoice shall detail the following information:

**2.6.2.1** Unique invoice number;

**2.6.2.2** Contractor's name, address and telephone number;

**2.6.2.3** Date of invoice and/or billing period;

**2.6.2.4** Applicable Contract Number;

**2.6.2.5** Applicable Purchase Order Number;

**2.6.2.6** Brief description of services rendered, including applicable time frame, total hours being billed for each service at each detailed site, and at the approved rate (may be submitted in the form of a report);

**2.6.2.7** Housing Authority Division Name (HAUTA); and

**2.6.2.8** Total dollar amount being billed.

**2.6.3** The HA will pay each such properly completed invoice received on a Net/30 basis. Any invoice received not properly completed will not be paid unless and/or until the Contractor complies with the applicable provisions of this contract.

**3.0 HA's Obligations:** Pursuant to this contract, the HA agrees to provide the specific services detailed herein and also shall be responsible for the following:

**3.1** The HA is responsible for all of the auditee's responsibilities as defined within OMB Circular A-133, RFQ No. 15-0316, and the Audit Engagement Letter.

**4.0 Contractor's Obligations:** Pursuant to this contract, the Contractor agrees to provide the specific services detailed herein, and as defined within OMB Circular A-133, RFQ No. 15-0316, and the Audit Engagement Letter. The Contractor also shall be responsible for the following:

**4.1 Supervision and Oversight:** The Contractor shall be solely responsible for providing supervision and oversight to all of the Contractor's personnel that are assigned to the HA pursuant to this contract.

**4.2 Qualified Personnel:** The Contractor warrants and represents that it will assign only qualified personnel to perform the services outlined herein and within the appendices. For the purposes of this contract, the term "qualified personnel" shall mean those personnel that have been investigated, tested and trained in the manner described within this contract and, as proposed by the Contractor within its proposal or as provided by the Contractor during the Contractor's normal conduct of business.

**4.3 Compliance with Federal and State Laws:** All work performed by the Contractor, pursuant to this contract, shall be done in accordance with applicable all Federal, State and local laws, regulations, codes and ordinances.

**4.4 Insurance Requirements:**

**4.4.1** The complete indemnity requirements are detailed within Section 11.19 herein.

**4.4.2** In this regard, the Contractor shall maintain the following insurance coverage during the effective term(s) of this contract:

**4.4.2.1** Policy of General Liability Insurance, \$1,000,000 per occurrence, \$1,000,000 aggregate together with damage to premises and fire damage of \$50,000 and medical expenses for any one person of \$5,000 with a deductible not greater than \$1,000. The HA shall be named upon the certificate issued as an "additional insured," together with providing a copy of the corresponding endorsement evidencing the same.

**4.4.2.2** Policy of Professional Liability Insurance or Errors & Omissions coverage, minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000 with a deductible of not greater than \$1,000;

**4.4.2.3** Automobile Liability coverage in a combined single limit of \$1,000,000. For every vehicle utilized during the term of this contract, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$50,000/\$100,000 and medical pay of \$5,000 with a deductible not greater than \$1,000.

**4.4.2.4** Worker's compensation coverage evidencing carrier and coverage amount.

**4.4.2.5** The Contractor shall provide to the HA with current certificate(s)/endorsement(s) evidencing the insurance coverage referenced above. Failure to maintain the above-reference insurance coverage, including naming the HA as an additional insured (where appropriate) during the term(s) of this contract shall constitute a material breach thereof.

**4.4.2.6** Insurance certificate(s)/endorsement(s) shall be delivered to the following person representing the HA:

**David Zappasodi  
Housing Authority of the City of Arlington  
501 W. Sanford Street Suite 20  
Arlington, TX 76011**

**4.5 Licensing:** The Contractor shall provide to the HA the firm's license number. Failure to maintain this license in a current status during the term(s) of this contract shall constitute a material breach thereof.

**4.6 Financial Viability and Regulatory Compliance:**

**4.6.1** The Contractor warrants and represents that its corporate entity is in good standing with all applicable federal, state and local licensing authorities and that it possesses all requisite licenses to perform the services required by this contract. The Contractor further warrants and represents that it owes no outstanding delinquent federal, state or local taxes or business assessments.

**4.6.2** The Contractor agrees to promptly disclose to the HA any IRS liens or insurance or licensure suspension or revocation that may adversely affect its capacity to perform the services outlined within this contract. The failure by the Contractor to disclose such issue to the HA in writing within 5 days of such notification received will constitute a material breach of this contract.

**4.6.3** The Contractor further agrees to promptly disclose to the HA any change of more than 50% of its ownership and/or any declaration of bankruptcy that the Contractor may undergo during the term(s) of this contract. The failure of the Contractor to disclose any change of more than 50% of its ownership and/or its declaration of bankruptcy within 5 days of said actions shall constitute a material breach of this contract.

**4.6.4** All disclosures made pursuant to this section of the contract shall be made in writing and submitted to HA within the time periods required herein.

**5.0 Modification:** This contract shall not be modified, revised, amended or extended except by written addendum, executed by both parties.

**6.0 Severability:** The invalidity of any provision of this contract, as determined by a court of competent jurisdiction and/or HUD, shall in no way affect the validity of any other provision herein.

**7.0 Applicable Laws:**

**7.1 Compliance with Federal and State Laws:** All work performed by the Contractor, pursuant to this contract, shall be done in accordance with applicable all Federal, State and local laws, regulations, codes and ordinances.

**7.2 Jurisdiction of Law:** The laws of the State of Texas shall govern the validity, construction and effect of this contract, unless said laws are superseded by, or in conflict with applicable federal laws and/or federal regulations. This contract will be binding upon the parties, their heirs, beneficiaries, and devisees of the parties hereto. The parties agree that Tarrant County, Texas is the appropriate forum for any action relating to this contract. Should any party hereto retain counsel for the purpose of initiating litigation or arbitration to enforce, prevent the breach of any provision hereof, or for any other judicial remedy, then the prevailing party shall be entitled to be reimbursed by the losing party for all costs and expenses incurred thereby, including, but not limited to, reasonable attorneys fees and costs incurred by such prevailing party. This contract may be signed in counterparts.

**8.0 Notices, Invoices and Reports:**

**8.1** All notices, reports and/or invoices submitted to the HA by the Contractor pursuant to this contract shall be in writing and delivered to the attention of the following person representing the HA:

**Invoices:** See 2.6.1 for contact information

**Notices/Reports:**

Housing Authority of the City of Arlington  
Attn: David Zappasodi, Executive Director  
501 W. Sanford Street, Suite 20  
Arlington, TX 76011

Or if appropriate, emailed to [david.zappasodi@arlingtontx.gov](mailto:david.zappasodi@arlingtontx.gov) or faxed to 817-962-1206

**9.0 Disputed Billings (Charges):**

**9.1 Procedures:** In addition to the procedures detailed within Clause No. 7 of Appendix No. 1, Form HUD-5370-C (10/2006), *General Conditions for Non-Construction Contracts, Section I—(With or without Maintenance Work)*, in the event that the HA disputes any portion of its billing(s), the HA shall pay the undisputed portion of such billing and initiate the dispute-resolving procedures, as follows:

**9.1.1** The HA's representative shall, within 10 days after the HA's receipt of such billing, formally notify the contractor's representative of all particulars pertaining to the dispute, and request that he/she investigate and respond to this issue.

**9.1.2** If such dispute cannot be resolved by the contractor's response, within 10 days after such notification is given, the CO and the contractor's representative shall meet to discuss the matter and attempt to arrive at a resolution.

**9.1.3** If the CO and the contractor's representative are unable to resolve the dispute through such discussion within 10 days, the HA shall, within 10 days thereafter, either:

**9.1.3.1** pay the disputed charges and reserve the right to submit the matter to the Texas Court Annexed Arbitration program if the disputed amount does not exceed \$40,000 or to the appropriate district court in the State of Texas;

**9.1.3.2** not pay the disputed charge and submit the matter to the Texas Court Annexed Arbitration program if the disputed amount does not exceed \$40,000 or to the appropriate district court in the State of Texas;

**9.1.3.3** not pay the disputed charge and allow the Contractor to submit the matter either to the Texas Court Annexed Arbitration program if the disputed amount does not exceed \$40,000 or to the appropriate district court in the State of Texas.

**9.1.4** The decision from arbitration will be binding upon both parties. If the decision is adverse to the HA, the HA shall pay the HA's receipt of the decision. If the decision is in favor of the HA, the contractor will either:

**9.1.4.1** clear the amount which is ordered from the HA account; or

**9.1.4.2** repay to the HA the amount ordered;

Either option shall be completed within 10 days after the contractor's receipt of the arbitrator's decision.

**10.0** **24 CFR 85.36(i), *Procurement*.** Pursuant to this CFR, as issued by the Office of the Secretary, HUD, the HA and the Contractor each agree to comply with the following provisions:

**10.1 Remedies for Contractor Breach:** Pertaining to contract-related issues, it is the responsibility of both the HA and the contractor to communicate with each in as clear and complete a manner as possible. If at any time during the term of this contract the HA or the contractor is not satisfied with any issue, it is the responsibility of that party to deliver to the other party communication, in writing, fully detailing the issue and corrective action (please note that the HA has the right to issue unilateral addendums to this contract, but the contractor does not have the same right). The other party shall, within 10 days, respond in writing to the other party (however, the HA shall retain the right to, if conditions warrant, require the contractor to respond in a shorter period of time). Further, the HA shall, at a minimum, employ the following steps in dealing with the contractor as to any performance issues:

**10.1.1** If the contractor is in material breach of the contract, the HA may promptly invoke the termination clause detailed within Section No. 3 of Appendix No.

1, Form HUD-5370-C (10/2006), *General Conditions for Non-Construction Contracts, Section I—(With or without Maintenance Work)*, which is attached hereto, and terminate the contract for cause. Such termination must be delivered to the contractor in writing and shall fully detail all pertinent issues pertaining to the cause of and justification for the termination.

**10.1.2** Prior to termination, the HA may choose to warn the contractor, verbally or in writing, of any issue of non-compliant or unsatisfactory performance. Such written warning may include placing the contractor on probation, thereby giving the contractor a certain period of time to correct the deficiencies or potentially suffer termination. The HA shall maintain in the contract file a written record of any such warning detailing all pertinent information. If the contractor does not agree with such action, the contractor shall have ten 10 days to dispute or protest, in writing, such action; if he/she does not do so within the 10-day period, he/she shall have no recourse but to accept and agree with the HA's position on the issue. The written protest must detail all pertinent information pertaining to the dispute, including justification detailing the HA's alleged incorrect action(s).

**10.1.3** After termination, if the contractor does not agree with the HA's justification for the termination, the contractor shall have 10 days to dispute, in writing, such action; if he/she does not do so within the 10-day period, he/she shall have no recourse but to accept and agree with the HA's position on the issue. The written protest must detail all pertinent information pertaining to the dispute, including justification detailing the HA's alleged incorrect action(s).

**10.2 Termination For Cause and Convenience:** As detailed within Clause No. 3 of Attachment G-1, Form HUD-5370-C (10/2006), *General Conditions for Non-Construction Contracts, Section I—(Within or without Maintenance Work)*, attached hereto.

**10.3 Reporting:** Both parties hereby agree to comply with any reporting requirements that may be detailed herein.

**10.4 Access to Records:** Both parties hereby guarantee access by the grantee, the sub grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

**10.5 Record Retention:** Both parties hereby guarantee retention of all required records for three records after grantees or subgrantees make final payments and all other pending matters are closed.

**11.0 Additional Considerations:**

**11.1 Non-Escalation:** Unless otherwise specified within the RFQ documents, the unit prices reflected on the contract shall remain firm with no provision for price increases during the term of the contract.

- 11.2** Unless otherwise stated in the RFQ documents, all local, State or Federal permits which may be required to provide the services ensuing from award of this RFQ, whether or not they are known to either the HA 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 RFQ shall reflect all costs required by the Contractor to procure and provide such necessary permits.
- 11.3 Taxes:** All persons doing business with the HA are hereby made aware that the HA is exempt from paying Texas State Sales and Use Taxes and Federal Excise Taxes. A letter of Tax Exemption will be provided upon request.
- 11.4 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 NIOSH) and environmental control (EPA and Texas Commission on Environmental Quality) 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.
- 11.5 Work on HA Property:** If the Contractor's work under the contract involves operations by the Contractor on HA 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 HA's negligence, shall indemnify the HA, 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.
- 11.6 Official, Agent and Employees of the HA 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 HA in any way be personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this agreement.
- 11.7 Subcontractors:** Unless otherwise stated within the RFQ documents, the Contractor may not use any subcontractors to accomplish any portion of the services described within the RFQ documents or the contract without the prior written permission of the CO.
- 11.8 Salaries and Expenses relating to the Contractors Employees:** Unless otherwise stated within the RFQ 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.
- 11.9 Attorney's Fees:** In the event that litigation is commenced by one party 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.

**11.10 Independent Contractor:** Unless otherwise stated within the RFQ documents or the contract, the Contractor is an independent contractor. Nothing herein shall create any association, agency, partnership or joint venture between the parties hereto and neither shall have any authority to bind the other in any way.

**11.11 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.

**11.12 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.

**11.13 Time of the Essence:** Time is of the essence under this agreement as to each provision in which time of performance is a factor.

**11.14 Limitation of Liability:** In no event shall the HA be liable to the Contractor for any indirect, incidental, consequential or exemplary damages.

**11.15 Indemnification:**

**11.15.1** The Contractor shall indemnify, defend, and hold the HA (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 any other applicable 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 HA against any loss or damage which was specifically caused by the HA 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.

**11.15.2** In this connection, it is expressly agreed that the Contractor shall, at its own expense, defend the HA, 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 HA. If the Contractor shall fail to do so, the HA shall have the right, but not the 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.

- 11.15.3** Any money due to the Contractor under and by virtue of this contract, which the HA believes must be withheld from the Contractor to protect the HA, may be retained by the HA so long as it is reasonably necessary to ensure the HA'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 HA 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 HA from any potential claims.
- 11.15.4** 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 in connection with the contract.
- 12.0 Lobbying Certification:** By execution of this contract with the HA the Contractor thereby certifies, to the best of his or her knowledge and belief, that:
- 12.0.1** 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.
- 12.0.2** 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.
- 12.0.3** 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.
- 12.1 Additional Federally Required Orders/Directives:** Both parties agree that they will comply with the following laws and directives, where applicable:
- 12.1.1** 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.
- 12.1.2** 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 HA 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.).

- 12.1.3** 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 HA 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.
- 12.1.4** The Age Discrimination Act of 1975, which prohibits discrimination on the basis of age.
- 12.1.5** Anti-Drug Abuse Act of 1988 (42 U.S.C. 11901 et. seq.).
- 12.1.6** That the funds that are provided by the HA 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.
- 12.1.7** 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.
- 12.1.8** 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.

**13.0 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.

- 13.1** 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.

- 13.2** 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.
- 13.3** 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.
- 13.4** 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 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.
- 13.5** 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.
- 13.6** 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.
- 13.7** 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).

**14.0 Appendices:**

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

- 14.1.1 **Appendix No. 1:** form HUD-5370-C (10/2006), *General Condition for Non-Construction Contracts, Section I—(With or without Maintenance Work)*, aka Attachment G-1 of the RFQ document;
- 14.1.2 **Appendix No. 2:** Specific documentation pertaining to Section 3 that pertains to this contract.
- 14.1.3 **Appendix No. 3:** Scope of Services, as agreed upon by negotiation between the HA and the contractor;
- 14.1.4 **Appendix No. 4:** The proposed fee(s) submitted by this contractor in response to the RFQ, or any negotiated fee(s) that resulted thereto, which fee(s) shall apply to each procurement that ensues from this contract;
- 14.1.5 Included by reference is any document or clause issued as a part of RFP No. 15-0316 that the HA may choose to include at any time during the performance of this contract or any options exercised thereto by the HA. 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 HA upon written request for such from the contractor.

14.2 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).

15.0 **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 the City of Arlington:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
[Name], [Title]