

HOUSING AUTHORITY OF PRINCE GEORGE'S COUNTY, MD

**REQUEST FOR PROPOSALS
RFP #018-001**

FOR

PROFESSIONAL FINANCIAL AUDITING SERVICES

FOR

2018; 2019 & 2020 FISCAL YEARS

PREPARED BY:

**HOUSING AUTHORITY OF PRINCE GEORGE'S COUNTY, MD
DIRECTOR'S OFFICE**

**9200 BASIL COURT
LARGO, MARYLAND 20774**

January 12, 2018

**CONTACT PERSON:
Sharon R. Land, Deputy Director**

BACKGROUND INFORMATION.

The Housing Authority of Prince George's County (HAPGC), in accordance with State and Federal requirements, will procure a professional auditing firm to audit its books and records along with confirming the organization's compliance with Federal laws, regulations and grant requirements for the fiscal years ending June 30, 2018; June 30, 2019; and June 30, 2020 (with two one-year options to extend the contract). The audit must be conducted in accordance with generally accepted government auditing standards (GAGAS), the Single Audit Act of 1984, P.L. 98-502, and the subsequent Single Audit Act Amendments, and, the U.S. Office of Management & Budget (OMB) Circular 133 Audits of States, Local Governments, and Non-Profit Organizations. Single audit means an audit that includes both the entity's financial statements and all Federal awards.

The Housing Authority of the Prince George's County (HAPGC) is primarily funded by the U.S. Department of Housing and Urban Development (HUD). It develops, maintains and manages low-rent public housing and administers the Housing Assistance Payments (Section 8) programs as follows:

<u>PROGRAM</u>	<u>UNITS</u>
Low Rent Public Housing	376
Section 8	5827
Section 8 Moderate Rehabilitation Program	215

The successful Respondent to this Request for Proposal for Professional Financial Auditing Services (RFP #) will be responsible for providing financial auditing services for all of HAPGC's programs. All matters and issues related to this RFP and any contract resulting from the RFP will be governed by the procurement principles set forth in the HUD Handbook on Procurement for Public and Indian Housing Authorities, Handbook 7460.8, REV-1, (1/93).

SOLICITATION

This is a solicitation for proposals to be submitted by professional auditing firms. The selected firm will assume the responsibility to conduct the audit of the fiscal year 2018, 2019 and 2020 financial data and records along with the confirmation of HAPGC's compliance with Federal laws, regulation and grant requirements.

The audit must be performed in accordance with generally accepted government auditing standards (GAGAS) issued by the Comptroller General of the United States. It will require compliance testing and a study of internal accounting controls. These tasks must be performed in accordance with the Single Audit Act and OMB Circular A-133.

Programs to be audited are the:

1. Public Housing Programs, 376 units located in five sites
2. Section 8 Combined Voucher and Certificate program – 5827 units
3. Section 8 Moderate Rehabilitation Program – 215 units
4. Capital Fund Program
5. CDA – Capital Fund Securitization Loan
6. Business Bond
7. Community Development Block Grant

Accounting services are required to prepare financial statements for the Coral Gardens Project, a 16-unit townhouse development for low to moderate income families which is owned and managed by the HAPGC. This project follows regulations issued by the Maryland Department of Housing and Community Development as they funded development of the property. The Project is not subsidized by Federal or State Funds and expenses are paid from rents collected.

It is HAPGC's intention to solicit proposals, evaluate them, conduct oral presentations with selected Respondent(s), verify the information presented, and negotiate the award of a contract to the most responsible and responsive firm(s) whose proposal is most advantageous to HAPGC, with price and other factors considered.

HAPGC will enter into a contract for three years to coincide with reporting requirements with two one-year options to extend the contract.

REQUEST FOR PROPOSAL NOTICE

The Housing Authority of Prince George's County (HAPGC) is procuring the services of a qualified Professional Auditing Firm to provide financial auditing services. The audit will be of the Housing Authorities accounting books and records along with confirming the organization's compliance with federal laws, regulations and grant requirements for its fiscal years ending **June 30, 2018; June 30, 2019; and June 30, 2020.**

The work must be conducted and a report provided which is in accord with the regulations for Compliance and Internal Control over Financial Reporting based on an audit of the financial statements. The audit must be performed in accordance with Government Auditing Standards, the Single Audit Act and OMB Circular A-133. Respondents must be Certified Public Accountants, licensed to perform such services in Maryland, and have recent experience auditing Public Housing Authorities.

The HAPGC will accept proposals until 2 p.m., Local time Wednesday, February 28, 2018, at 9200 Basil Court, Largo, Maryland 20774, at which time and place all Proposals will be stamped and placed on file for evaluation, ranking and negotiations.

One original and three copies of the Proposal must be enclosed in a sealed envelope and clearly marked: Professional Financial Auditing Services, RFP #018-001.

Formal Request for Proposal Packets may be obtained from the Housing Authority of Prince George's County by contacting:

Mr. Eric Sink at (301)883-5549 or via email at ejsink@co.pg.md.us.

The Housing Authority of Prince George's County, MD will negotiate and award a single Financial Auditing Services Contract to the most competent, responsible and responsive Respondent submitting a form of proposal in accordance with the proposal form evaluation criteria.

Attention is called to the provisions for Equal Employment Opportunity and wage requirement as set forth in the RFP General Condition Document. The Housing Authority of Prince George's County, MD reserves the right to accept or reject any and all proposals and to waive all technicalities. No proposal will be withdrawn for a period of ninety (90) calendar days subsequent from the receipt of proposals without the consent of the Housing Authority of Prince George's County. The Housing Authority of Prince George's County, MD assumes no liability for the cost incurred for preparing proposals.

Dated: January 12, 2018

Housing Authority of Prince George's County, MD
Eric C. Brown, Executive Director

ANTICIPATED SCHEDULE OF EVENTS

The anticipated schedule for the RFP and contract approval is as follows:

- | | |
|--|---|
| 1. RFP available for distribution | Friday, January 12, 2018 |
| 2. Deadline for receipt of written questions | Friday, February 2, 2018 |
| 3. Response to written questions | Wednesday, February 14, 2018 |
| 4. Deadline for receipt of proposals | Friday, February 28, 2018 by 2 p.m. (EST) |
| 5. Selection of Finalist(s) | Friday, March 23, 2018 |
| 6. Best and Final Offers Due | Wednesday, March 30, 2018 |
| 7. Board of Commissioners approval | Monday, April 23, 2018 |
| 8. Contract Finalized | Monday, April 30, 2018 |

SECTION A
STATEMENT OF WORK

The Respondent Financial Auditing Services Firm's duties will include, but not limited to, the following:

- Perform the financial audit in accordance with generally accepted government auditing standards
- Execute compliance testing
- Study of internal accounting controls
- Perform in accordance with the Single Audit Act

Internal accounting control pertains to the compliance requirements for Federal programs. It is a process designed to provide reasonable assurance regarding the achievement of Federal programs audit objectives. It must be determined how these objectives may be affected by HAPGC's management, staff and other personnel. The audit must confirm that:

1. Transactions are properly recorded and accounted under generally accepted accounting principles (GAAP) in order to:
 - Permit the preparation of reliable financial statements and Federal reports;
 - Maintain accountability over assets; and
 - Demonstrate compliance with laws, regulations, and other compliance requirements;
2. Transactions are executed in compliance with:
 - Laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on a Federal program; and
 - Any other laws and regulations that are identified in the compliance supplement; and
 - Funds, property, and other assets that are safeguarded against loss from unauthorized use or disposition.
3. The programs below listed are included in the process. The audit must be performed during the summers of 2018; 2019; and 2020 and the financial statements with an expressed opinion must be completed by the end of September 2018; 2019; and 2020. The Contract also requires that auditing firm retain the working papers for four years during which the Federal Government may have access to them for review.
 1. Public Housing Programs, 376 units located in five sites
 2. Section 8 Combined Voucher and Certificate program – 5827 units
 3. Section 8 Moderate Rehabilitation Program – 215 units
 4. Capital Fund Program
 5. CDA – Capital Fund Securitization Loan
 6. Business Bond
 7. Community Development Block Grant

The Respondent Financial Accounting Services Firm's duties will include, but not limited to, the following:

- Prepare financial statements and the related notes for the Housing Authority of Prince George's County, Maryland – Coral Gardens Project for the years ending June 30, 2018; June 30, 2019; and June 30, 2020 in accordance with accounting principles generally accepted in the United States of America based on information provided by the Housing Authority of Prince George's County, Maryland
- Preparation of adjusting journal entries
- Preparation and submission of the compilation and related disclosures electronically to the Maryland Department of Housing and Community Development

SECTION B
GENERAL INFORMATION

1. HAPGC is not liable for the Maryland retail occupation tax, the service occupation tax or the service use tax. HAPGC is exempt from federal excise and transportation tax.
2. No proposal will be withdrawn or modified in any way for a period of ninety (90) consecutive calendar days after the deadline for receipt of proposals.
3. HAPGC reserves the right to accept part, all, or, reject the whole of any and all proposals submitted and to waive technicalities. HAPGC will make an award or rejection of all proposals within sixty (60) days from the date of receipt of the final Respondent proposals.
4. It is the responsibility of the Respondent to immediately submit all questions or points of clarification regarding the RFP instructions to the HAPGC Director's Office.
5. All specifications, addendums, HUD Regulations, general conditions or possible modifications are considered an integral part of this RFP, and, any subsequent proposal.
6. The successful Respondent will commence work within ten (10) calendar days from the start date identified in the Notice to Proceed issued by HAPGC.
7. Each Respondent, by signing and submitting a proposal, is understood to be offering their commitment to comply with the laws of the State of Maryland on Fair Practices and with all rules and regulations of the U.S. Department of Housing and Urban Development (HUD) for Equal Employment Opportunity and Non-Discrimination.
8. All proposals must contain the information requested herein. Failure to do so may be considered cause for voiding or rejecting said proposal and deeming it non-responsive.
9. The Evaluation Criteria for the respective submitted proposal will have the assigned weights as documented in Section D (Evaluation Criteria) located on page 4. The highest aggregate rated proposal will be considered first for possible negotiations or final selection.

SECTION C
SUBMISSION PROCESS

Each Respondent's proposal must present a clear understanding of the required services; demonstrate the Respondent's ability to perform the services; and, include a response to questions in the order listed as follows:

1. Name of the Respondent's firm and its permanent Main Office Address, if applicable.
2. As a business entity, when organized, type of organization (LLC, Corporation, Sub S, Partnership, or Proprietorship), and in which State is the organization legally domiciled.
3. Provide a description of the firm including any joint venture partnerships.
4. Qualifications Statement – Enclosure 1.
5. Statement of Experience - Enclosure 2.
6. Pricing & Workplan - Enclosure 3.
7. Required HAPGC & HUD forms (Enclosures 4-11 AND 14).

Format:

1. One original and three copies of proposals must be submitted in a sealed envelope no later than **2:00 pm (EST) on Wednesday, February 28, 2018** to:

Housing Authority of Prince George's County, MD
Director's Office
9200 Basil Court, Suite 500
Largo, MD 20774-5358

2. The envelope must be clearly marked:

Professional Financial Auditing Services
RFP #018-001

3. **Responses that do not provide the required procurement forms (Enclosures 1-11 & 14) will not be considered.**
4. The Respondent may supplement the proposal by attaching additional sheets (on company letterhead), for the purpose of adding or otherwise explaining any further conditions to be considered. The supplemental attachments will be reviewed, accepted, rejected or further negotiated by HAPGC's Evaluation Panel, prior to any further action on the proposal. After each Respondent has been evaluated and ranked, HAPGC will use the contract negotiation process to determine the most qualified Financial Auditing Firm whose services and reasonable fees will best match HAPGC's specific needs. The Respondent's proposal that is selected by this process will then be recommended to HAPGC's Board of Commissioners for final acceptance.

Section D
Evaluation Criteria

Selection of a firm to render services pursuant to this RFP will be made in accordance HUD's Public Housing Administration (PHA) procurement regulations (HUDAR) that also are in accord with the U.S. Federal Acquisition Regulations (FAR). All responsive RFPs received by the time and date specified in this Request for RFPs will be evaluated by an Evaluation Panel based on the following criteria. Each factor will be evaluated using the weights reflected below:

EVALUATION CRITERIA FACTORS	Assigned Weights
QUALIFICATIONS: Special attention will be given to the Respondent's experience and the experience of those persons actually performing the audit. Clear identification of qualifications, capabilities, and demonstrated successes in auditing similar not-for-profit organizations...and specifically, public housing. See ENCLOSURE 1	35
EXPERIENCE: Performance of the firm on prior audits of the same or similar nature. See ENCLOSURE 2	30
CLARITY AND RESPONSIVENESS: Preparation of the firm's proposal so that it demonstrates a knowledge and understanding of the scope of work to be performed.	15
PRICING & WORKPLAN: Price proposal which contains a realistic time and expense budget. See ENCLOSURE 3	20
TOTAL	100

Responses that do not provide the required procurement forms (Enclosures 1-11 & 14) will not be considered.

SECTION E
CONTRACTUAL REQUIREMENTS

After the consummation of a contract with the successful Respondent, work must commence within ten (10) calendar days from the dated Notice to Proceed Letter, and this will be identified in the final contract.

1. PERSONNEL

- a. All personnel performing services under this contract will be regular employees of the Respondent, and are required to have company identification on their person when working within HAPGC offices.
- b. The Respondent will carefully screen employees prior to placement on the HAPGC work and must provide reasonable information to HAPGC regarding personnel, if so requested.

2. SUB-CONTRACTING

In no event will the Respondent sub-contract any portion of the final contract to a third party without prior written approval from HAPGC.

3. LICENSE, INSURANCE AND BONDING REQUIREMENTS

- a. License Requirements. The Respondent is required to be members of the American Institute of Certified Public Accountants and be certified by the Maryland Board of Accountancy prior to commencing work.
- b. Insurance and Bonding Requirements

The successful Respondent will be required to submit to HAPGC an Insurance Certificate (listing the "Housing Authority of Prince George's County" as a co-insured) in the minimum amounts of coverages as listed below:

General Liability.....	\$1,000,000 per Occurrence
Workers Comp.....	State of Maryland Coverage (As Applicable)
Bonding.....	\$1,000.00 per Individual

4. LIQUIDATED DAMAGES

- a. If the Respondent fails to perform the work within the schedule specified in the contract, the Respondent will pay to the HAPGC as liquidated damages an amount equal to the pro-rata portion of the entire contract. If different performance items are specified in the contract for separate parts or stages of the work, the amount of liquidated damages will be assessed on those parts or stages that are delayed or not performed. Once the Respondent is deemed as failed to perform, all work papers and files related to this project must be provided by delivery to the HAPGC office within ten (10) business days from the date of the cessation of work.
- b. If HAPGC terminates the Respondent's right to proceed for cause, the resulting damage will consist of liquidated damages, together with any increased costs occasioned HAPGC in the final performance of the work by another provider of such services.

5. TERM OF SERVICE AGREEMENT

The term for this agreement is approximately 36 months to coincide with the end of HAPGC's fiscal year that concludes on June 30th. There will be two options to renew the contract for an additional single year. The term may be amended in writing by mutual agreement of the parties. The Respondent is not obligated to continue work or provide services, and, HAPGC is not obligated to compensate Respondent for costs incurred, or commitments made, before or after the defined period of performance as herein stated.

6. CANCELLATION OF CONTRACT

Failure on the part of the Respondent to properly perform in conformity with the Contract specifications will be cause for the complete cancellation of this Contract upon receipt of a certified, ten (10) day written notice from HAPGC. HAPGC will be the sole judge of when the Respondent has/has not conformed to the specifications.

7. INVOICE BILLING

Invoice billings are to be made in two increments:

- a. costs incurred as of the mid-point of the tasks; and,
- b. the residual costs upon completion of the audit and delivery of 25 copies of the financial statements & Audit Report to HAPGC.

8. INDEMNIFICATION

The Respondent is responsible for the actions or inactions of the Respondent's employees. In acceptance of a contract award, the Respondent defends, indemnifies, and saves HAPGC from all suits, actions and damages or costs, of every name and description to which the HAPGC may be subject by reason of tort injury to person(s) (bodily injury, including death) or property as result of the work, whether caused by negligence, carelessness or willingness on the part of the Respondent, his/her employees or agents, or other causes.

9. LEGAL EMPLOYMENT REQUIREMENTS

The Respondent agrees to comply with all the terms of the Federal Wage and Hour Act, all local, Federal, State rules and regulations. The Executive Order 11246 (Equal Opportunity) and the U.S. Occupational Safety and Health Act of 1970. The Respondent will be responsible for all administrative cost, payroll, Federal/State taxes and Workers Compensation payments for its employees.

10. RESERVE RIGHTS OF HAPGC

HAPGC reserves the right to accept part, all, or reject the whole of any and all proposals submitted, and, to waive any technicalities. HAPGC will make its award or reject all proposals within sixty (60) days from the final due date for receipt of proposals.

QUALIFICATIONS STATEMENT

1. Provide a profile of principal (s), officers, and key staff members of the business entity.
2. Has the Respondent ever been placed on the U.S. Department of Housing and Urban Development (HUD) List of Debarred, Suspended and Ineligible Participants, if so explain? (See Enclosure 7).
3. Has the Respondent ever failed to complete a contract or has it defaulted on one? If yes, please explain.
4. Is the Respondent a member of the American Institute of Certified Public Accountants? Additionally, is it licensed to perform the required services in the State of a Maryland?
5. Provide resumes and position descriptions of senior management members who will be assigned to oversee the project. Provide information on continuing education completed by these personnel in the area of government auditing. Include an organizational chart of the Respondent firm's staffing structure.
6. Provide a description of the Respondent's Affirmative Action Policy, and, Accomplishments (See Enclosure 4).
7. Has the Respondent received a positive peer review during the past 3 years? Who performed the peer review?

STATEMENT OF EXPERIENCE

Respondents must have previous Public Housing Authority Audit experience.

The Proposal should:

1. Clearly identify similar audits conducted for other organizations which are similar in size and type which will reflect the depth of experience the firm has.
2. Provide at least three references from the Respondent's audit clients - two of which must be PHA's. Include contact names and phone numbers. (Use Enclosure 6).

PRICING & WORKPLAN

1. Provide a sound technical plan and a realistic estimate of time to complete the audit. For instance - Week 1...activity, Week 2...activity...et cetera ...Final Delivery of the financial audit report.
2. The proposal should display how the Respondent will use:
 - a systematic approach to examining systems and internal controls
 - effective procedures to determine the extent of audit testing and review that will be necessary
3. State the Respondent's willingness, to the extent possible, to use prior auditor's work in order to avoid a duplication of effort.
4. A statement as to the amount of assistance the Respondent firm will expect from the HAPGC's Department of Finance & Accounting staff, including the nature of the assistance and any schedules that should be prepared prior to the audit.
5. Breakdown of time by staff level and computation of the audit fee including expenses identified in the proposal. This computation should show the amount of time required and the rate used by each level of staff that will provide audit services.

This computation format should be in the following format:

<u>Level of Service</u>	<u>Rate/Hour</u>	<u>Est. # Hours</u>	<u>Amount</u>
Partner			
Manager			
Senior Staff			
Intermediate Staff			
Staff Assistant			
Support Staff			
Supplies/Copier Expenses		_____	_____
		<u>Total</u>	

Should the Respondent have other designated levels of reimbursable employment, they should identify it on the proposal form.

HOUSING AUTHORITY OF PRINCE GEORGE'S COUNTY
9200 BASIL COURT, SUITE 500
LARGO, MD 20774-5358

RE: _____
(Contract Name & Number)

EQUAL EMPLOYMENT OPPORTUNITY POLICY
and AFFIRMATIVE ACTION PROGRAM

It is the policy of _____
(Respondent's Name)

to assure equal employment opportunity, irrespective of age, ancestry, race, color, creed, religious affiliation/belief/opinion, marital status, mental/physical disability, sex/sexual orientation or national origin

- (a) in the hiring, placement, upgrading, transfer, or demotion of any person;
- (b) in recruiting, advertising, or solicitation for employment of any person; in the treatment during employment of any person;
- (d) in the rate of pay or other forms of compensation of any person;
- (e) in the selection for training of any person;
- (f) in the layoff or termination of employment of any person.

In order to ensure the implementation of this policy, the Respondent must include the following affirmative action procedures:

- (1) Advertise in newspapers that serve minority groups and state in all advertising that the Respondent is an equal opportunity employer.
- (2) Encourage present employees to refer minority applicants.
- (3) Advise all supervisory staff members that recommendations for promotion or placement for qualified employees or applicants should be made without discrimination against an individual who is a member of a Federally or Maryland State recognized minority group.
- (4) Advise all supervisory staff members to hire persons of minority groups, if qualified
- (5) Send a copy of the Respondent's policy and program to sub-contractors and suppliers, and, request the assistance of sub-contractors with the implementation of the policy.

**Equal Employment Opportunity Policy
With An Affirmative Action Program**

**ENCLOSURE 4
PAGE 2 OF 2**

- (6) Hold regular job site discussions between Respondent's Equal Employment Opportunity Officer, _____, (provide name of Officer) and Respondent's project manager, superintendents, and foremen to ensure implementation of equality obligations.
- (7) Practice a thorough follow-up for affirmative action procedures to achieve equal employment opportunity and to assure the best results⁸) This Respondent will actively and continuously solicit the assistance of community agencies having cognizance of qualified individuals or minority groups seeking employment for consideration in connection with the hiring of persons by the Respondent for the performance of any work concerning, or pertaining to, or a part of, the above project.

(Respondent/Contractor)

Date _____

By _____
(Type or Print Name)

(Signature)

Title _____

MINORITY BUSINESS ENTERPRISE POLICY

HUD District of Columbia Area Office

CONTRACTOR'S CERTIFICATION

Contractor's Name: _____

I have read and fully understand the U.S. Department of Housing and Urban Development's (HUD) policy with respect to the participation of minority businesses in connection with HUD-assisted projects and activities.

I hereby certify that I will take positive steps to utilize minority-owned firms in the procurement of services and supplies, as well as the award of subcontracts on this project, to the fullest extent consistent with the efficient performance of this contract.

I hereby certify that I have received and read the HUD Area Office Guide for Contractors' Minority Business Enterprise Program. I will undertake a program to facilitate the participation of minority firms. I will report all such expenditures to HUD.

(Respondent/Contractor)

Date _____

By _____
(Type or Print Name)

(Signature)

Title _____

AUTHORIZATION FOR VERIFICATION OF REFERENCES
&
RELEASE OF INFORMATION

This is an authorization given to the HOUSING AUTHORITY OF PRINCE GEORGE'S COUNTY, MD TO contact the below listed firm, government entity or other organization. The purpose of this contact is to provide a reference concerning past work and services provided them. The nature of the reference may be in terms of general working relationship, financial interactions, the quality of the work/services provided, and the ability to meet the work/services agreements in terms of timeliness and overall costs.

The firms to be contacted as references are as follows:

Name of firm/organization:

Contact Name: _____

Contact Phone: _____

Address:

AUTHORIZING FIRM: _____

AUTHORIZED FIRM REPRESENTATIVE: _____

ADDRESS: _____

PHONE: _____

CONFLICT OF INTEREST CERTIFICATE

I hereby certify that no official or employee of the Housing Authority of Prince George's County, requiring the goods or services described in these specifications has a material financial interest in this company.

Signature

Respondent Organization
/Contractor Name

(Type or Print Individual's Name)

Business Address

City, State, Zip Code

+++++

SECTION II

I hereby certify that the following named Housing Authority of Prince George's County, MD official(s) and/or employee(s) having material financial interest(s) (in excess of 5%) in this company have filed Conflict of Interest statements with HAPGC, prior to the RFP opening date.

Name	Title or Position	Date of Filing
_____	_____	_____
_____	_____	_____
_____	_____	_____

Signature

Respondent Organization
/Contractor Name

(Type or Print Individual's Name)

Date _____

Certification Regarding Drug-Free Workplace Requirements

This Certification is required by the Federal Acquisition Regulations implementing the Drug-Free Workplace Act of 1988: 45 CFR Part 76, Subpart, F. Sections 76.630(c) and (d)(2) and 76.645(a)(1) and (b) provide that a Certification Regarding Drug-Free Workplace Requirements by issued.

By signing and/or submitting this SOQ or Statement of Qualifications, the Respondent is providing the Certification set out below:

1. The Certification is a material representation of fact upon which reliance is placed when HAPGC accepts a SOQ or Statement of Qualifications. If it is later determined that the Respondent knowingly rendered a false Certification, or otherwise violates the requirements of the Drug-Free Workplace Act, U.S. Department of Housing and Urban Development (HUD) and/or the Housing Authority of Prince George's County (HAPGC), in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

2. Definitions of terms in the Drug-Free Workplace.

Controlled substance: a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

Conviction: means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

Criminal drug statute: means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

Employee: means the employee of a Respondent who directly engaged in the performance of work under Contract, including: (i) All direct charge employees; (ii) All indirect charge employees unless their impact or involvement is insignificant to the performance of the Contract; and, (iii) Temporary personnel and consultants who are directly engaged in the performance of work under the Contract and who are on the Respondent's payroll. This definition does not include workers not on the payroll of the Respondent (e.g., volunteers, even if used to meet a work requirement; consultants or independent contractors not on the Respondent's payroll; or employees of subcontractors in covered workplaces).

Certification Regarding Drug-Free Workplace Requirements:

The Respondent certifies that it will or will continue to provide a drug-free workplace by:

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

(b) Establishing an ongoing drug-free awareness program to inform employees about --

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

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

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

(1) Abide by the terms of the statement; and

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

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

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

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific

Contract Place of Performance: Managed HAPGC Public Housing Development Properties in Prince George's County, Maryland.

Signature
Name

Respondent Organization/Contractor

(Type or Print Individual's Name)

Date _____

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of the Respondent's knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of a HAPGG, a Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of HAPGC, any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

Signature

Title

Organization Name

CERTIFICATION AND REPRESENTATION OF OFFERORS – FORM HUD 5369-C
page 1

CERTIFICATION AND REPRESENTATION OF OFFERORS – FORM HUD 5369-C
page 2

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

- (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/offers shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offers 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/offers 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/offers 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/offers 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/offers, directly or indirectly, to any other bidder/offers 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/offers 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/offers'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/offers's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offers'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:

INSTRUCTION TO OFFERORS – FORM HUD 5369-B page 1

INSTRUCTION TO OFFERORS – FORM HUD 5369-B page 2

Instructions to Offerors Non-Construction

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



- 03291 -

1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

3. Amendments to Solicitations

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

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

- (1) signing and returning the amendment;
- (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
- (3) letter or telegram, or
- (4) facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

- (2) Have a satisfactory performance record;
- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

6. Late Submissions, Modifications, and Withdrawal of Offers

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

- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;
- (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
- (4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

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

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

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

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

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

7. Contract Award

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may

- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

8. Service of Protest

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

9. Offer Submission

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]

GENERAL CONTRACT CONDITIONS – FORM HUD 5370 – C page 1

GENERAL CONTRACT CONDITIONS – FORM HUD 5370 – C page 2

GENERAL CONTRACT CONDITIONS – FORM HUD 5370 – C page 3

General Conditions for Non-Construction Contracts

Section II – (With Maintenance Work)

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Office of Labor Relations
OMB Approval No. 2577-0157 (exp. 1/01/2014)

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

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

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

- 1) Non-construction contracts (*without* maintenance) greater than \$100,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 968.105) greater than \$2,000 but not more than \$100,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$100,000 – use Sections I and II.

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

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

2. Withholding of funds

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

3. Records

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

4. Apprentices and Trainees

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

Apprenticeship Training, Employer and Labor Services (OATELS), or with a state apprenticeship agency recognized by OATELS, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice;

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

5. Disputes concerning labor standards

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

forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD).

- (ii) The HA or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations.
- (iii) The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.

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

6. Contract Work Hours and Safety Standards Act

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

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

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

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

7. Subcontracts

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

8. Non-Federal Prevailing Wage Rates

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

**REQUEST FOR PROPOSAL
FOR
FINANCIAL AUDITING SERVICES
RFP# _____**

PROPOSAL FORM

TO: THE HOUSING AUTHORITY OF PRINCE GEORGE'S COUNTY:

- FIRST** That the said Respondent is of lawful age and that no other than said Respondent has any interest therein.
- SECOND** That no member, officer or employee of the Housing Authority of Prince George's County during his/her tenure or for one year thereafter will have any interest, direct or indirect, in this contract or the proceeds thereof.
- THIRD** That this proposal is made without any previous understanding, agreement or connection with any other person, firm or corporation making a proposal for the same purpose, and is in all respect fair and without collusion or fraud.
- FOURTH** That said Respondent has carefully examined the advertisement for proposals, the instructions and General Scope of Services, and will, if successful in the proposal, furnish and deliver at the price proposed and within the time frame stated, all materials supplies, apparatus, goods, wares, and services for which the contract is awarded.
- FIFTH** That the price quoted herein is net delivered and exclusive of all taxes from which the Housing Authority of Prince George's County is exempt.
- SIXTH** That the cost of said proposal, which meets the requirements as set forth in the instructions and the General Scope of Services aforementioned is also stated in the Proposed Form of Agreement attached hereto.
- SEVENTH** That receipt is acknowledged of all addenda's up to and including No. _____ (here enter the number of the last addendum received).

EIGHT That all data, specimen contract, identification card, EEO policy Statement, and any other submittal required by these specifications are herein enclosed.

NINTH That, if written notice of acceptance of the proposal is mailed or delivered to the undersigned at the address given below within ninety (90) days after the completion of a negotiated contract agreement, the undersigned agrees to execute and deliver the contract agreement in accordance with the negotiated contract agreement as accepted in writing ten (10) days after the prescribed forms are presented to the undersigned for signature.

Respondent Name: _____

Signature: _____ (Seal)

Title: _____

Business Address: _____

City: _____

State: _____

Phone: _____

Fax: _____

E-mail: _____

Date: _____