



**JEFFERSON PARISH
HOUSING SERVICES DEVELOPMENT DISTRICT**

REQUEST FOR PROPOSALS

**ANNUAL AUDIT SERVICES
and
AGREED-UPON PROCEDURES**

ISSUE DATE: January 26, 2024

DUE DATE: February 19, 2024, at 3:00 p.m. (CST)

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NOTICE OF REQUEST FOR PROPOSALS

FINANCIAL AUDIT SERVICES

The Jefferson Parish Housing Services Development District (HSDD) is requesting proposals from qualified Certified Public Accounting (CPA) firms to perform the audit of their Financial Statements for the fiscal years ended December 31, 2022, and December 31, 2023, and the agreed-upon procedures as required by the State of Louisiana's Legislative Auditor.

Proposals Accepted Until 3:00 pm (CST) on February 19, 2024.

PROPOSALS RECEIVED AFTER THIS DATE AND TIME WILL NOT BE CONSIDERED.

Audits shall be performed in accordance with Generally Accepted Auditing Standards (GAAS), the U.S. General Accounting Office (GOA) Government Auditing Standards, the provisions of the Federal Single Audit Act of 1984, as amended, and U.S. Office of Management and Budget (OMB) Circular A-133, Audits of State and Local Governments and Non-Profit Organizations.

Proposals will be reviewed and evaluated on the criteria defined in the "EVALUATION AND SELECTION CRITERIA" section of the Request for Proposals (RFP) packet. A contract will be awarded to the responsive and responsible firm that is most advantageous to HSDD in fulfilling this function.

HSDD reserves the right to reject all proposals and to waive any informality in the solicitation. HSDD is prohibited from making an award to firms (including their subcontractors) or individuals that are debarred from receiving awards from the U.S. Government.

The RFP packet is available on HSDD's website: www.iphsdd.org.

HSDD is an equal opportunity employer.

Instructions to Offerors Non-Construction

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

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-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 HSDD, 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 protester.

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:]

INDEX OF SUBMITTAL DOCUMENTS

The Index of Submittal Documents is provided to assist prospective bidders in completing a responsive bid. The Index of Documents contains a listing of all required bid submittal items.

Please review this table and submit with your quote all documents that are checked as a "Required Submittal". The bid form must be signed and properly executed.

| DOCUMENT | REQUIRED SUBMITTAL | SIGNATURE REQUIRED | NOTARY/ CORPORATE SEAL REQUIRED |
|---|--------------------|--------------------|------------------------------------|
| HUD FORM 5369-C CERTIFICATIONS AND REPRESENTATIONS OF OFFERORS | √ | √ | |
| NON-COLLUSIVE AFFIDAVIT | √ | √ | √ |
| ACKNOWLEDGEMENT OF ADDENDA (IF ANY) | √ | √ | |
| CERTIFICATION OF CONTRACTOR NON-EXCLUSION | √ | √ | |
| CONTRACTOR'S SUMMARY SHEET | √ | √ | |
| STATEMENT OF BIDDERS QUALIFICATIONS | √ | √ | |
| COST PROPOSAL FORM | √ | √ | |

NOTE: ALL REQUIRED SUBMITTAL DOCUMENTS MUST BE SUBMITTED WITH THE PROPOSAL PACKAGE

Section 1.0 PURPOSE AND DESCRIPTION OF THE JEFFERSON PARISH HOUSING SERVICES DEVELOPMENT DISTRICT

The purpose of this Request for Proposal (RFP) is to solicit *CPA Auditing* firms or *Certified Auditing* firms (approved by the State of Louisiana’s Legislative Auditor) to perform an annual agency wide audit for the Jefferson Parish Housing Services Development District (“HSDD”) and Agreed-Upon Procedures as required by the State of Louisiana’s Legislative Auditor, to include audit entrance, exit and status meetings.

A. Overview of the Jefferson Parish Housing Services Development District

On October 13, 2020, the Jefferson Parish Council established the Housing Services Development District as a special district of the Parish of Jefferson. On August 18, 2021, the Board of Commissioners of the Housing Authority of Jefferson Parish authorized the transfer of the local Housing Choice Voucher Program to the Parish of Jefferson. The United States of Housing and Urban Development approved the voluntary transfer of the Housing Choice Voucher Program from the Housing Authority of Jefferson Parish to the Parish of Jefferson, effective January 1, 2022.

The Jefferson Parish Housing Services Development District (HSDD) is chartered as a political subdivision under the laws of the State of Louisiana (LSA-R.S. 40:391). The Housing Authority was created to promote decent, safe, and sanitary housing for lower-income families that cannot afford standard private housing. The HSDD is empowered to undertake all activities necessary to accomplish this public purpose.

While enabled under State law, the HSDD is governed by a local board and is principally funded by the Federal government. HSDD is separate and distinct from the Jefferson Parish Government and from the Department of Housing and Urban Development (“HUD”).

This will be HSDD’s first audit.

HSDD administers **4,730** Section 8 Housing Choice Vouchers and **409** Special Purpose Vouchers, including Non-Elderly Disabled (NED), Mainstream, Veterans Administration Supportive Housing (VASH), Emergency Housing Vouchers (EHV), Stability Vouchers (SV), and Family Unification Program (FUP).

The bulk of accounting functions and financial reporting are performed by the Fee Accountant who prepares monthly income statements and balance sheets for all programs, reconciles bank statements for all accounts, and prepares the year-end financial statements. Routine daily administrative functions including the preparation of checks for programs including the Housing Choice Voucher Administrative program are performed by HSDD staff. Housing Choice Voucher housing assistance payments (HAP) are processed by staff that administer the Section 8 program on behalf of the HSDD. The Housing Authority employs approximately **33** FTEs.

HSDD is required by the Federal Single Audit Act and HSDD's Annual Contributions Contract with HUD to have annual independent audits. These audits are to be performed in accordance with generally accepted auditing standards, Government Auditing Standards, issued by the Comptroller General of the United States; the provisions of Office of Management and Budget Circular Number A-133, Audits of States, Local Governments and Non-Profit Organizations.

The audit must also be in accordance with the Louisiana Governmental Audit Guide, issued jointly by the Louisiana Legislative Auditor and the Society of Louisiana Certified Public Accountants. The audit performed shall be sufficient in scope to enable the Contractor to express an opinion in the audit report on the financial statement. The audit must also include agreed upon procedures as mandated by the Louisiana Legislative Auditor's office. Please refer to their website for a listing of agreed upon procedures that must be followed.

B. Fee Accountant

The accounting responsibilities of the HSDD are performed by a Fee Accountant. These functions include, but are not limited to maintaining and producing: General Ledger, Trial Balances, Income Statements, Balance Sheets, Bank Statement Reconciliations General Ledger Account Reconciliations, Year-End Financial Statements, Unaudited Financial Data Schedules, and the Housing Choice Voucher Management System (VMS) Reporting, etc.

Office staff of the HSDD performs some of the simpler bookkeeping functions. The Accounting Manager reviews invoices and prepares checks, and the Executive Director performs functions related to payroll and signs checks.

C. HSDD Fiscal Year and Programs

The HSDD fiscal year end is December 31st. The following are the programs reported in 2022 and 2023:

- Section 8 Housing Choice Voucher Program (HCVP)
- Non-Elderly Disabled (NED)
- Mainstream
- Veterans Administration Supportive Housing (VASH)
- Emergency Housing Vouchers (EHV)
- Stability Vouchers (SV) - 2023 only

Section 2.0 INSTRUCTIONS TO OFFERORS

- A. Response Address: Proposals shall be submitted electronically to: nicole@jphsdd.org.
- B. Prices/Notations: All prices/notations must be typewritten or written in ink. No erasures permitted. Mistakes shall be crossed out, corrections made adjacent and initialed by person signing document.
- C. Period of firm pricing: Unless stated otherwise elsewhere in this document, prices shall be firm for 120 days after closing date.
- D. Method of Award: HSDD reserves the right to reject any or all offers, to waive any discrepancy or technicality, and to make award in any manner determined by HSDD to be most advantageous to the Housing Authority. HSDD recognizes that prices are only one of several criteria to be used in judging an offer and the Housing Authority is not legally bound to accept the lowest offer.
- E. Return of Proposal/Closing Date/Return to: The proposal shall be delivered submitted electronically to the above email address by 3:00 pm (CST) on February 19, 2024. Responses not received by HSDD by the closing date and time indicated above will not be accepted. **The closing date and time and the RFP name referenced above shall appear on the proposal. A duly executed and signed copy of ATTACHMENT 1 and ATTACHMENT 2 of this RFP document must accompany your response.** HSDD will not be responsible for and will not accept late proposals due to delayed mail delivery or courier services.

Section 3.0 SCOPE OF SERVICES

The Contractor shall audit the accounts and records of the Jefferson Parish Housing Services Development District for the fiscal years ended December 31, 2022, and December 31, 2023.

The audit shall be conducted in accordance with generally accepted auditing standards and Government Auditing Standards, issued by the Comptroller General of the United States. The audit and financial statements shall meet the requirements of federal single audit regulations as prescribed by OMB Circular A-133, Audits of States, Local Governments and Nonprofit Organizations, OMB Circular A-128, Audit for State and Local Governments, GASB-34 Basic Financial Statement's and Management's Discussion and Analysis for State and Local Governments and the U.S. Department of Housing and Urban Development's Public and Indian Housing Compliance Supplement. The financial statements are to be prepared in accordance with Generally Accepted Accounting Principles (GAAP) and HUD's timetable for submission.

This includes assistance with electronically submitting audited Financial Data Schedules (FDS) via the internet as required by the Real Estate Assessment Center (REAC).

The Louisiana Legislative Auditor must approve the audit contract. Louisiana State Statute mandates that the financial statements be prepared on a Generally Accepted Accounting Principles (GAAP) basis.

Contractor shall perform an annual agency wide audit of HSDD as specified below:

- A. **FINANCIAL STATEMENTS** - Financial statements and compliance audit of HSDD for the fiscal years ended December 31, 2022, and December 31, 2023.
- B. The statements should include the following:
- Statement of Net Position
 - Statement of Revenues, Expenses and Changes Net Position
 - Statement of Cash Flows
 - Notes to Financial Statements
 - Required Supplementary Information:
 - Schedule of Proportionate Share of Net Pension Liability
 - Schedule of contributions – Retirement Plan
 - Other Supplemental Information:
 - HUD Financial Data Schedules
 - Statement of Certification of Actual Modernization Costs Completed
 - Schedule of Expenditures of Federal Awards

Report on Compliance with Applicable Laws, Regulations and Grant agreements for:

- Housing Choice Voucher Program
- VASH, Mainstream, Emergency Housing Vouchers, Near Elderly Vouchers, Stability Vouchers
- Locally owned units, locally managed units, and local funds

The audit should be performed in accordance with OMB Circular A-133 and the Public and Indian Housing Compliance Supplement.

Report on Internal Controls should be in accordance with OMB Circular, A-133.

- C. **ATTESTATION** - Attestation by auditors on Financial Data System (FDS) data as to its “fair presentation in relation to audited basic financial statements” in accordance with Government

Auditing standards.

D. **ADDITIONAL SERVICES** - If the need for other audit services arises concerning the fiscal year under audit, HSDD expects to be able to negotiate with the selected auditor to obtain the additional services needed.

E. **REPORTS**

1. An electronic copy, one (1) unbound and ten (10) bound copies of each audit opinion, financial statements and compliance reports for fiscal years ended December 31, 2022, and December 31, 2023, shall be submitted to the Executive Director within **150 days after issuance of a “Notice to Proceed”**.
2. The financial records for fiscal year ended December 31, 2022, are ready for audit. It is anticipated that financial records for fiscal year ended December 31, 2023, will be closed and ready for audit prior to issuance of a “Notice to Proceed”. The Single Audit Act stipulates a submission requirement of no later than six (6) months after the end of the audit period and REAC stipulates a submission due date of nine (9) months after the fiscal year end. However, the Housing Authority requires that the audit report be submitted within **180 days** after the closing of HSDD’s fiscal year end, but not later than June 30th of each year.
3. Preparation of the Data Collection Form for submission to the Federal Audit Clearinghouse.
4. Any other reports as requested by the Housing Authority and as required by HUD’s Uniform Financial Reporting Standards (UFRS) for Public Housing Authority.
5. The auditor will be expected to provide a letter to the Board of Commissioners and the Executive Director on the non-reportable conditions and immaterial instances of noncompliance. This letter will also include general recommendations on observations made during the audit that could be helpful to the management of HSDD.
6. The auditor will be expected to attend a meeting with the Executive Director and any other designated individual(s) to present the audit report and review the management letter.

F. AUDITOR RESPONSIBILITIES

1. Independent Accountants' Report on Applying Agreed-Upon Procedures for the FY 2022 and FY 2023, for the State of Louisiana's Legislative Auditor.
2. Independent Auditors' Report on the Schedules of Actual Modernization Cost Certificate for completed and uncompleted Capital Fund Grants(s).
3. Preparation of FY 2022 and FY 2023 form SF-SAC, Data Collection Form for Reporting on Audits of States, Local Governments, and Non-Profit Organization.
4. Independent Auditors' Management Letter to the Board of Commissioners and Executive Director concerning minor findings noted that were not material in nature during tests of internal control structures policies and procedures.
5. Auditor shall perform audit tests of private contractors at their management office site and/or at the HSDD Office.
6. Auditor shall assist in draft preparation of the Management Discussion and Analysis (MD&A) and audit HSDD completed MD&A.
7. Auditor shall provide 1 Unbound and 10 Bound copies of the final audit report for both fiscal years.
8. The Auditor agrees to adhere to the following audit engagement schedule:
 - a. Audit fieldwork shall start no later than 14 days after issuance of a "Notice to Proceed" for each fiscal year. HSDD will have all books closed and ready for audit for the fiscal years ended prior to the issuance of a "Notice to Proceed". HSDD will provide the following documents for the audit: unaudited FDS, schedule of cash and investments, petty cash schedule, bank reconciliations, fixed asset/depreciation schedules, inventory reconciliation, accounts payable reconciliation, schedule of compensated absences, schedules of loans payable and maturity schedules, payroll wage/tax reconciliation, other general ledger account reconciliations (as needed), and draft schedule of expenditures of federal awards.
 - b. The auditor shall prepare an audit schedule to include when specific HSDD and private contractor sites will be visited for audit tests, and a schedule of when specific Administration Office staff will be interviewed. These schedules shall be prepared within 10 calendar days after the start of any audit fieldwork.
 - c. After each HSDD site visit, the Auditor shall conduct an exit discussion with the Executive Director and/or designee to discuss audit results. The Executive Director and /or designee shall also be provided a written summary of any noted findings or audit issues after each site visit.

- d. The Auditor shall immediately review with the Executive Director any material findings or audit issues that are noted during the audit. The Auditor shall provide a monthly status review of audit progress during the audit fieldwork.
 - e. Audit fieldwork shall be completed within 90 days after the issuance of a “Notice to Proceed”. Auditor shall provide a draft audit report to the Executive Director within 30 days after the end of the Audit fieldwork. Within five (5) working days of HSDD final draft approval the auditor shall provide an electronic of the following documents for transmission with the audited FDS: Independent Auditor’s Report, top-level financial statements, notes to basic financial statements, Auditor Reports on Compliance, Internal Control and Schedule of Expenditures of Federal Awards.
 - f. The Auditor shall conduct an audit exit discussion with selected members of the Board of Commissioners and the Executive Director within ten (10) workdays after issuance of the draft audit report. The Auditor may be requested to attend a Board of Commissioners meeting to discuss material audit issues.
 - g. The Auditor shall perform their on-line review within two (2) workdays after HSDD submits the Audited FDS into the HUD Real Estate Assessment Center (REAC) financial assessment system.
 - h. The final audit report shall be issued within five (5) workdays, after HUD REAC approves the audited FDS.
9. HSDD understands that generally accepted auditing standards require that the Auditor obtain a representation letter from HSDD prior to completion of the audit and submission of the Audit Report. This representation letter requires that the Executive Director provide the Auditor with assurance based on knowledge and belief as to matters concerning the accounting records, operations and matters contained within the financial statements. Delay in providing this assurance will extend the date of completion of the audit.
10. HSDD may, before or during the conduct of the audit, request changes in the scope of the services of the Auditor to be performed under this contract. Such changes as any increase or decrease in the amount of the Auditor’s report, which are mutually agreed upon by and between the Housing Authority and the Auditor, shall be incorporated into written amendments to the contract.

The books of account and financial records to be audited are maintained and are located at HSDD’s office at 121 Paillet Drive, Harvey, LA 70058. The contact person is Dorian Rawles, Executive Director at dorian@jphsdd.org. These books and records will be made available to the Contractor at the Contractor's request and for the Contractor's use at the HSDD office during normal business hours.

1. These copies may be obtained by contacting Dorian Rawles. These books and records will be made available to the Auditor by HSDD during normal business hours. Non- financial records required for compliance testing are maintained at HSDD’s office.
2. If the Auditor ascertains the HSDD’s books and records are not in a sufficiently satisfactory condition for performing an audit, the Auditor shall disclose this deficiency to the Housing Authority immediately.

Section 4.0 WORK PRODUCT

All reports rendered to HSDD are the exclusive property of the Housing Authority and subject to its use and control.

Auditor’s work papers prepared in connection with the contractual services will remain the property of the successful Offeror. The Housing Authority shall have access to the auditors' work papers for purposes of review. All working papers and reports must be retained, at the auditor's expense, for a minimum of five (5) years, unless the firm is notified in writing by HSDD of the need to extend the retention period. The auditors shall make their working papers available to successors. The auditor will also be required to make working papers available, upon request, to the following parties or their designees:

- Jefferson Parish Housing Services Development District
- Jefferson Parish Council
- U.S. Department of Housing and Urban Development
- U.S. General Accounting Office (GAO)
- Parties designated by the federal or state governments or by the Housing Authority as part of an audit quality review process.
- Auditor of entities of which the Housing Authority is a sub recipient of grant funds

In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

Section 5.0 TIMELINE

1. Issuance of Request for Proposals: January 26, 2024.
2. Deadline for Submission of Questions: February 9, 2024. Questions must be emailed to Nicole Landry at nicole@jphsdd.org. The subject line of email should read “RFP Audit Questions”.
3. Deadline for Proposals: February 19, 2024, at 3:00 PM CT.

Section 6.0 PERIOD OF PERFORMANCE

The period of performance shall be for two audit periods, with the base contract completion date of no later than 180 days after issuance of a “Notice to Proceed” with no obligations by the Housing Authority to purchase any specified number of services.

Section 7.0 PROPOSAL SUBMITTAL

All proposals shall be signed by an authorized agent and submitted electronically to: Nicole Landry at nicole@jphsdd.org.

Section 8.0 GENERAL REQUIREMENTS

All proposals must be submitted in accordance with the standards and specifications contained within this Request for Proposal (RFP) and **must contain a Proposal Cover Page with a certification of intent to meet the requirements specified.** The Proposal Cover Page must also include the date, company name, and name and title of a company officer/owner authorized to sign on behalf of the company and be signed by an authorized signer for the company.

HSDD reserves the right to waive, at its discretion, any irregularity, which the Housing Authority deems reasonably correctable or otherwise not warranting rejection of the proposal.

HSDD shall not pay any cost incurred or as associated in the preparation of this or any proposal for participation in the procurement process.

Proposals must be typed uniformly on letter size (8 ½ “X 11”) sheets of white paper, single sided, each section clearly titled, with tabs A-L, and each page clearly and consecutively numbered. Proposals must be clean and suitable for printing. Proposals must be specific unto themselves. For example, “See enclosed Manual” will not be considered an acceptable proposal.

Late proposals will not be accepted. Proposals submitted to any other Parish office will be rejected. Faxed proposals **will not** be accepted.

Section 9.0 REQUIRED FORMATS OF PROPOSALS

Proposals must contain the following sections:

A. Table of Contents

Section A is a comprehensive table of contents of material identified by sequential page numbers and by section reference numbers.

B. Proposal Cover Page

Section B is the Proposal Cover Page which must include a letter of introduction and a certification of intent to meet the requirements specified and must be signed by an authorized representative. The Proposal Cover Page must also include the date, company name, and name and title of a company officer/owner authorized to sign on behalf of the company and be signed by an authorized signer for the company.

C. Company Profile

Section C is designed to establish the Offeror as an entity with the ability and experience to provide the audit services as specified in the RFP. The following information must be provided:

1. Company Hierarchy (President, Vice President, Company Officers, etc.)
2. Company overview of service or activities performed
 - History of firm – Included a brief history of the firm
 - Founding date (month and year)
 - Firm size – staff and client base
3. Location of the office from which the work under this contract will be provided and the staff allocation at the office.

D. Description of Services

Section D must include a detailed description of the services to be rendered, including but not limited to the following:

1. A written general understanding to the requirements in the scope of services as detailed in this RFP, including:
 - a. Provide a work plan or description of how the work will be performed.
 - b. Describe how the interaction between your firm and the Housing Authority will take place to ensure that work is performed and reported in an accurate and timely manner.
2. The name of the project manager and a list of personnel to be assigned to the project and their roles and qualifications.
3. Indicate whether your firm will be subcontracting portions of the work. If so, indicate the name of the subcontractor and the portion of the work which will be subcontracted.
4. Describe your firm's approach to resolving problems that may be encountered in the field.
5. Time of work – Detail time frame and in what phases.

E. Cost/Fee Proposal

Section E must provide costs for services as required in Scope of Services. Proposals must detail all costs and any one-time or on-going costs plus a detailed costs structure to the Housing Authority. The cost proposal should contain all pricing information relative to performing the audit engagement as described in this request for proposals. The total all-inclusive maximum price to be proposed is to contain all direct and indirect costs including all out-of-pocket expenses. **CONTRACTOR must complete ATTACHMENT 1 – Fee Proposal Detail Sheet and ATTACHMENT 2 – Proposed Price and Certification and include in Section E.**

F. Credentials/Resumes

In Section F, Credentials/Resumes of the person(s) responsible for administering or providing the services must be attached to the proposal. All assigned key professional staff must be properly licensed to practice in Louisiana. Identify the principal supervisory and management staff, including project manager, engagement partners, managers, other supervisors and specialists, who would be assigned to the engagement and indicate whether each such person is licensed to practice as a certified public accountant in Louisiana.

Offeror shall specifically provide the following information on all employees to be providing service:

- Name, address, and phone number
- Description of education
- General experience
- Experience or education related to the RFP project
- Any other information which will assist in evaluating qualifications

G. References

In Section G, Offeror shall submit present and past performance information with a minimum of three (3) references (must be within the last two (2) years). Each reference shall include a current point of contact and a phone number.

Each reference must have following information:

- Date of original contract
- End date of contract (if applicable)
- Service rendered

References shall be formulated so that they clearly correlate performance with the requirements of this RFP.

H. Evidence of Insurability /Insurance/Applicable Licenses

In Section H, Offeror shall submit evidence of all required insurance. The Offeror shall certify to the possession of all current required licenses and approved status with the State of Louisiana’s Legislative Auditor. Do not purchase additional insurance until this bid has been awarded.

I. Clarification, Exceptions, or Deviations

In Section I, Offeror shall describe any exception or deviation from the requirements of this RFP. Each clarification, exception, or deviation must be clearly identified. If your firm has no clarification, exception or deviation, a statement to that effect shall be included in the proposal.

J. MBE/WBE/DBE

Please complete and submit Attachment 3: HUD Form 5369-C “Certifications and Representations of Offerors” and indicate if your firm is a Minority Business Enterprise, Women Business Enterprise, or Small Business Enterprise. You may also include information

about any programs or efforts to encourage participation by Minority, Women or Small Business Enterprises.

K. Section 3

Section 3 of the Housing and Urban Development Act of 1968 requires HSDD to direct a portion of its spending toward low-income persons living in the communities it serves. One way the Housing Authority (HSDD) achieves this goal is by awarding contracts to businesses that have made a commitment to providing opportunities to low-income persons in Jefferson Parish.

L. Financial Statement

In Section L, Offeror must indicate willingness, *if requested by HSDD prior to contract award*, to submit a financial statement of its business that is dated no more than twelve (12) months prior to the date of the proposal submission and cover a period of as least one (1) year. This statement should clearly identify the financial status and condition of the Offeror's entire business entity.

OTHER TERMS AND CONDITIONS

Section 10.0 INSURANCE

Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the Housing Authority harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement.

A. Workers' Compensation

If the Offeror has employees as defined by the State of Louisiana, the Offeror shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of Louisiana. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than **\$1,000,000** per person per accident. The policy shall be endorsed to waive subrogation in favor of the Housing Authority.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury covering claims which may arise from or out of Offeror's performance or its obligations hereunder. Policy shall name HSDD, its Board of Commissioners, employees and its agents or representatives as Additional Insureds. Policy's limit of liability shall not be less than **\$1,000,000** per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If Offeror's vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Offeror shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than **\$1,000,000** per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall

apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name HSDD, its Board of Commissioners, employees and its agents or representatives as Additional Insureds.

D. Professional Liability Insurance:

Offeror shall maintain Professional Liability Insurance providing coverage for the Offeror's performance of work included within this Agreement, with a limit of liability of not less than **\$1,000,000** per occurrence and **\$2,000,000** annual aggregate. If Offeror's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of the Agreement and Offeror shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that Offeror has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2), or 3) will continue for a period of five (5) years beyond the termination of this Agreement.

E. General Insurance Provisions – All Lines:

1. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of Louisiana and have an AM BEST rating of not less than A, unless HSDD waives such requirement for a particular insurer and such waiver is only valid for that specific insurer and only for one policy term.
2. The Offeror's insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed **\$500,000** per occurrence, such deductibles and/or retentions shall have the prior written consent of the Housing Authority before the commencement of operations under this Agreement. Upon notification of deductibles or self-insured retentions unacceptable to the Housing Authority, Offeror's carriers shall either: 1) reduce or eliminate such deductibles or self-insured retentions as respects this Agreement with the Housing Authority, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
3. Offeror shall cause Offeror's insurance carrier(s) to furnish the Housing Authority with either 1) a properly executed original Certificate(s) or Insurance and certified original copies of Endorsements effecting coverage as required herein, or 2) if requested to do so orally or in writing by the Executive Director, provide copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the Housing Authority prior to any material modification, cancellation, expiration, or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the Housing Authority receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. ***CONTRACTOR shall not commence operations until the Housing Authority has been furnished original Certificate(s) of Insurance and verified original copies of endorsements or policies of***

insurance including all endorsements and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4. It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and the Housing Authority's Insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
5. The Housing Authority's Reserved Rights – Insurance. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work (such as the use of aircraft or watercraft) the Housing Authority reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the coverages currently required herein, if, in the Executive Director's reasonable judgment, the amount or type of insurance carried by the Offeror has become inadequate.
6. Offeror shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
7. If Offeror fails to provide insurance certificates within seven (7) days after notification of award by the Housing Authority, award may be made to the next qualified Offeror. Included bid number or contract number on insurance certificate and forward information to:

Jefferson Parish
Housing Services Development District
Attention: Executive Director
121 Paillet Drive
Harvey, LA 70058

Section 11.0 HOLD HARMLESS/INDEMNIFICATION

Offeror shall indemnify and hold harmless HSDD, its respective Commissioners, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of Offeror, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever and resulting from any reason whatsoever arising from the performance of Offeror, its officers, employees, subcontractors, agents or representatives from this Agreement; Offeror shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards the HSDD, its respective Commissioners, employees, agents and representatives in any claim or action based upon such alleged acts or omissions.

1. With respect to any action or claim subject to indemnification herein by Offeror, Offeror shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of HSDD; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes

Offeror's indemnification to HSDD as set forth herein. Offeror's obligation to defend, indemnify and hold harmless HSDD shall be subject to HSDD having given Offeror written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at Offeror's expense, for the defense or settlement thereof Offeror's obligation hereunder shall be satisfied when Offeror has provided to HSDD the appropriate form of dismissal relieving HSDD from any liability for the action or claim involved

2. The specified insurance limits required in this Agreement shall in no way limit or circumscribe Offeror's obligations to indemnify and hold harmless HSDD herein from third party claims.
3. In the event there is conflict between this clause and Louisiana Revised Statutes, this clause shall be interpreted to comply with Louisiana Revised Statutes. Such interpretation shall not relieve the Offeror from indemnifying the HSDD to the fullest extent allowed by law.

Section 12.0 COMPENSATION

HSDD will pay the auditors for those services described in Section 3 (Scope of Services) in the not-to-exceed amount contained within the contract. For additional services required after the inception of the contract, written approval by HSDD is required in advance of such services being rendered, for which a fee will be paid based on the auditor's quoted hourly rates and HSDD-approved out-of-pocket costs.

The Board of Commissioners and Executive Director shall receive all final opinions and reports for HSDD financial statements by July 31st of each year barring any unforeseen HSDD delays. Such final reports if delayed by the Consultant will result in a 1% reduction in fees for every day beyond the applicable deadline. Final reports shall be completed in time to meet required submission dates.

Section 13.0 PRICE INCREASE/DECREASE

No price increases will be permitted during the first year of the contract. Payments for auditing services in the second year and the optional third year shall be based upon fixed prices agreed to in the contract. All price decreases, if any, will automatically be extended to HSDD.

Section 14.0 INVOICING

For this contract, send the invoices to:

Jefferson Parish
Housing Services Development District
Attention: Executive Director
121 Paillet Drive
Harvey, LA 70058

Each invoice shall contain a minimum of the following information: invoice number and date, remittance address, contract number (to be provided upon award), item descriptions and an invoice total. The auditors may submit itemized bills for their services at the end of each calendar month period in which accumulated unbilled charges exceed \$1,000.00. The Housing Authority will promptly review and act upon these bills.

Section 15.0 INDEPENDENT CONTRACTOR STATUS

Offeror and its employees and agents shall always act in an independent capacity regarding performance of services or work rendered pursuant to this contract; and Offeror and its employees and agents shall not act as, shall not be, and shall not in any manner be agents, officers, or employees of HSDD. There shall be no employer-employee relationship between HSDD and the Offeror; and Offeror and its employees and agents shall not be entitled to any benefits payable to HSDD employees. Offeror is responsible for payment and deduction of all employment-related taxes on Offeror's behalf and for Offeror's employees, including but not limited to all federal and state income taxes and withholdings. HSDD shall not be required to make any deductions from compensation payable to Offeror for these purposes. Offeror shall indemnify HSDD against all claims that may be made against HSDD based upon any contention by a third party that an employer-employee relationship exists by reason of this contract; and Offeror shall indemnify HSDD for any and all federal or state withholding or retirement payments which HSDD may be required to make pursuant to federal or state law.

Section 16.0 CONFLICT OF INTEREST

Offeror will exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interest of HSDD. This obligation will apply to Offeror's employees, agents, relatives, sub-tier contractors, and third parties associated with accomplishing the work herein. Offeror's effort will include, but are not limited to, establishing precautions to prevent its employees or agents from making, receiving, providing, or offering gifts, entertainment, payments, loans, or other considerations which could be deemed to appear to influence individuals to act contrary to the best interest of HSDD.

Section 17.0 EVALUATION CRITERIA

Proposals will be evaluated based on relevant factors, including but not limited to the following:

- A. Auditors' experience in conducting audits of public housing agencies of similar nature, size, and complexity, and the auditors' commitment to maintaining technical expertise in a public Housing Authority environment.
- B. Technical experience and professional qualifications of the audit team and the seniority and experience of key and supervisory personnel who will directly participate in the audit will be a consideration. Another consideration will be the auditors' commitment to keeping the same management team assigned to this job for each successive year the auditor is awarded the contract.

- C. Responsiveness of the proposal in clearly stating the understanding of the work to be performed and in demonstrating the intention and ability to perform the work.
- D. Cost. Although only one of several factors, cost will be considered along with other factors.
- E. Staffing and structure of the firm's office from which the audit work is to be done. The Housing Authority is looking for a highly qualified team that can meet the due dates specified in this document, and it expects that same management team (wherever possible) to complete any successive year's engagements.
- F. Auditor's experience in complying with applicable federal and state regulations relating to non-discrimination of an affirmative action program for equal employment opportunity.
- G. Section 3 or M/WBE Preference

Section 18.0 EVALUATION PROCESS

All proposals will be given thorough review. All contacts during the review selection phase will be only through the Executive Director of the Housing Authority. Attempts by the Offeror to contact any other HSDD representative may result in disqualification of the Offeror. Except to the extent regulated by Federal and State of Louisiana Law and Procurement Regulations, **evaluation material will be considered confidential and not released by HSDD; however, rankings that result from the evaluation processed will be released after completion of the selection process upon request.** HSDD reserves the right to make the award that is most advantageous to it.

The proposals for the annual audit services and agreed-upon procedures for HSDD will be evaluated by selected members of the Parish of Jefferson and designated HSDD staff. Proposers may be asked to make oral presentations to supplement proposals. These presentations would only be held after the receipt of the proposals and will be part of the process for determining the qualifications of the auditors. HSDD will schedule a time and location for each oral presentation that it requests. Should a proposer refuse to honor the request for an oral presentation or interview, it may result in the rejection of the proposal by HSDD.

Once proposals have been received, the Selection Committee will evaluate each proposal meeting the minimum acceptable qualifications with the following criteria:

| RATING CRITERIA | MAX POINTS |
|---|-------------------|
| Auditors' experience in conducting audits of public housing agencies of similar nature, size, and complexity and the auditors' commitment to maintaining technical expertise in a public Housing Authority environment. | 35 points |
| Technical experience and professional qualifications of the audit team and the seniority and experience of key and supervisory personnel who will directly participate in the audit. | 30 points |
| Responsiveness of the proposal in clearly stating the understanding of the work to be performed and in demonstrating the intention and ability to perform the work in the timeframe required by the RFP. | 10 points |
| Cost. Although only one of several factors, cost will be considered along with other factors. | 15 points |
| Staffing, structure, and location of the firm's office from which the audit work is to be done. | 5 points |
| Section 3 or M/WBE Preference | 5 points |
| TOTAL MAXIMUM POSSIBLE POINTS | 100 POINTS |

Section 19.0 INTERPRETATION OF RFP

The Offeror must make careful examination and understand all of the requirements, specifications, and conditions stated in the RFP. If any Offeror planning to submit a proposal finds discrepancies in or omissions from the RFP, or is in doubt as to the meaning, a written request for interpretation or correction must be given to HSDD. Any changes to the RFP will be made only by written addendum. The Housing Authority is not responsible for any other explanations or interpretations.

Section 20.0 CONTRACTUAL DEVELOPMENT

If a proposal is accepted, HSDD intends to enter into a contractual agreement with the selected Offeror. This RFP and the successful respondent’s proposal shall become part of the contract by physical inclusion or by reference.

Section 21.0 REPORTING AND COMMUNICATION

The Executive Director or designee will be responsible for coordinating the audit process internally. The auditors will meet periodically during the fieldwork process with the Executive Director or designee to discuss preliminary audit findings and management recommendations.

Prior to beginning the audit fieldwork, the auditors will conduct an Entrance Conference with the

designated member(s) of the Board of Commissioners and the Executive Director. At the end of the fieldwork, auditors will conduct an Exit Conference with the designated member(s) of the Board of Commissioners, the Executive Director and selected HSDD staff. As soon as practical after issuing their final reports, the auditors will make a presentation to the full HSDD Board of Commissioners at a regular or special Board meeting. All audit reports will be addressed to the Board of Commissioners of HSDD.

The auditors may be consulted occasionally throughout the year as an information resource. The auditors may be asked to provide guidance on implementation of Government Accounting Standards Board (GASB) requirements and specifics of federal and state regulations as they may affect local government accounting. They may also be asked to assist with the implementation of any new GASB/Accounting pronouncements.

Section 22.0 CANCELLATION OF PROCUREMENT PROCESS

The Housing Authority may cancel the procurement process at any time, to reject a specific proposal for noncompliance within the RFP provisions, or not award a contact at any time because of unforeseen circumstances or if it is determined to be in the best interest of the Housing Authority.

All proposals become the property of the Housing Authority. All information submitted in the proposal become “public record” as defined by the State of Louisiana upon completion of the procurement process. If any proprietary information is contained in or attached to the proposal, it must be clearly identified in the submission of the proposal. The Offeror agrees that all documents provided may be released to the public after the contract award.

ATTACHMENT 1

FEE PROPOSAL DETAIL SHEET

Audit Services

| Schedule of Professional Fees and Expenses to Support the Total All-Inclusive Maximum Price | Hours | Standard Hourly Rate | Total |
|---|-------|----------------------|---------|
| Partner | _____ | \$_____ | \$_____ |
| Manager | _____ | \$_____ | \$_____ |
| Supervisory Staff | _____ | \$_____ | \$_____ |
| Other (Specify) | _____ | \$_____ | \$_____ |
| Sub-total | _____ | \$_____ | \$_____ |
| Out-of-Pocket Expenses | | | \$_____ |
| | | | |
| TOTAL | | | \$_____ |

FEE PROPOSAL DETAIL SHEET

Agreed-Upon Procedures Engagement

| Schedule of Professional Fees and Expenses to Support the Total All-Inclusive Maximum Price | Hours | Standard Hourly Rate | Total |
|---|-------|----------------------|---------|
| Partner | _____ | \$_____ | \$_____ |
| Manager | _____ | \$_____ | \$_____ |
| Supervisory Staff | _____ | \$_____ | \$_____ |
| Other (Specify) | _____ | \$_____ | \$_____ |
| Sub-total | _____ | \$_____ | \$_____ |
| Out-of-Pocket Expenses | | | \$_____ |
| | | | |
| TOTAL | | | \$_____ |

***Complete this schedule for each year.**

ATTACHMENT 2

PROPOSED PRICE AND CERTIFICATION FOR AUDITING SERVICES (FY 2022)

| | |
|---|---------------|
| Jefferson Parish Housing Services Development District | FY2022 |
| Financial and Compliance Audit | |
| Fees | |
| Out of Pocket Expenses | |
| Subtotal Audit Services | |
| | |
| Agreed-Upon Procedures Engagement | |
| Fees | |
| Out of Pocket Expenses | |
| Subtotal Agreed-Upon Procedures Engagement | |
| | |
| Grand Total | |

PROPOSED PRICE AND CERTIFICATION FOR AUDITING SERVICES (FY 2023)

| | |
|---|---------------|
| Jefferson Parish Housing Services Development District | FY2023 |
| Financial and Compliance Audit | |
| Fees | |
| Out of Pocket Expenses | |
| Subtotal Audit Services | |
| | |
| Agreed-Upon Procedures Engagement | |
| Fees | |
| Out of Pocket Expenses | |
| Subtotal Agreed-Upon Procedures Engagement | |
| | |
| Grand Total | |

CERTIFICATION

I, _____, a duly authorized officer/agent
Printed Name of Officer/Agent

of _____,
Company Name

hereby certify that _____,
Company Name

by submission of this proposal in response to the Annual Audit Services and Agreed-Upon Procedures RFP I agree upon contract award to carry out the requirements

specified and obligations set forth therein.

Signature _____ Date _____

Title of Officer/Agent _____

Certifications and Representations of Offerors

Non-Construction Contract

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

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

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

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

(3) take other remedy pursuant to the contract.

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

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

(a) is is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) is, is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) is is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

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

(Check the block applicable to you)

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

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

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

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

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

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

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

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

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

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

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

ATTACHMENT 4

**JEFFERSON PARISH
HOUSING SERVICES DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS**

NON-COLLUSIVE AFFIDAVIT

(Respondent)

State of _____, City/County of _____

_____ Being duly sworn, deposes and says:

(Name)

That he/she is _____

(A partner or officer of the firm of, etc.)

The party making the foregoing Proposal/Quote/Bid, affirms that such Proposal/Quote/Bid is genuine and not collusive or sham: that said **OFFEROR** has not colluded, conspired, connived or agreed, directly or indirectly with any **OFFEROR** or other person, to put in a sham Proposal/Quote/Bid, or to refrain from proposing/quoting/bidding, and has not in any manner, directly or indirectly, sought by agreement, collusion, communication or conference with any person, to fix the Proposal/Quote/Bid price for affiant or any other **OFFEROR**, or to fix any overhead, profit or cost element of said Proposal/Quote/Bid price, for affiant or that of any other **OFFEROR**, or to secure any advantage against the ST. CHARLES PARISH HOUSING AUTHORITY, or to secure any personal interest in the proposed contract(s), and that all statements in said Proposal/Quote/Bid are true.

Signature of

Respondent, if an individual

Subscribed and Sworn to before me this _____ day of _____, 20____

Notary Public

My Commission expires _____

ATTACHMENT 5

**JEFFERSON PARISH
HOUSING SERVICES DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS**

ACKNOWLEDGEMENT OF ADDENDA

Respondent has received the following Addenda, receipt of which is hereby acknowledged:

| | |
|----------------------|-----------------------|
| Addendum No.: | Date Received: |
| Addendum No.: | Date Received: |
| Addendum No.: | Date Received: |
| Addendum No.: | Date Received: |
| Addendum No.: | Date Received: |
| Addendum No.: | Date Received: |

Respondent's Company/Firm Name

Signature

Printed Name/Title

ATTACHMENT 6

JEFFERSON PARISH HOUSING SERVICES DEVELOPMENT DISTRICT REQUEST FOR PROPOSALS

CERTIFICATION OF CONTRACTOR NON-EXCLUSION

This certification applies to a sole proprietor or any bidding entity or any individual partner, incorporator, director, manager, officer, organizer, or member, who has at least 10% ownership in the bidding entity, for consideration for award of contracts, in accordance with LA R.S. 38:2227.

A conviction of or plea of guilty or no contest to the following state crimes or equivalent federal crimes shall permanently bar any person or the bidding entity from bidding on public projects:

- (a) Public bribery
- (b) Corrupt Influencing
- (c) Extortion
- (d) Money laundering

A conviction of or plea of guilty or no contest to the following state crimes or equivalent federal crimes shall bar any person or the bidding entity from bidding on public projects for a period of five years from the date of conviction or from the date of the entrance of the plea of guilty or no contest:

- (a) Theft
- (b) Identity theft
- (c) Theft of a business record
- (d) False accounting
- (e) Issuing worthless checks
- (f) Bank fraud
- (g) Forgery
- (h) Contractors; misapplication of payments
- (i) Malfeasance in office

The five-year prohibition shall apply only if the crime was committed during the solicitation or execution of a contract or bid awarded pursuant to the provisions of LA R.S. Title 38, Chapter 10 – Public Contracts.

Should information be discovered about a bidding entity that would be cause for debarment, suspension, exclusion, or determination of ineligibility for award of a contract, HANO shall report and submit supporting documentation to the applicable regulatory agency.

I hereby attest that I have not been convicted of, or have not entered a plea of guilty or nolo contendere to any of the crimes listed above or equivalent crimes.

(Print)

(Date)

(Signature)

General Conditions for Non-Construction Contracts

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

Section II – (With Maintenance Work)

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.

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

- 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.

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

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.

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

1. Minimum Wages

- (a) All maintenance laborers and mechanics employed under this Contract in the operation of the project(s) shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof.
(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

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.

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.