

# **Jefferson Parish Housing Services**

## **Development District**

### **REQUEST FOR PROPOSALS**

#### **FOR**

**ON-CALL MAINTENANCE RFP NUMBER: 2024-01**

**PROPOSALS DUE: Thursday, November 21, 2024, 4:00 PM CST**

**Prepared By:** Jefferson Parish Housing Services Development District

**121 Paillet Drive, Harvey, LA 70058**

**Dorian Rawles  
Executive Director**

**Issue Date: October 30, 2024**

**RFP #2024-01**

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**REQUEST FOR PROPOSALS  
FOR  
JEFFERSON PARISH HOUSING SERVICES  
DEVELOPMENT DISTRICT RFP #2024-01**

**ADVERTISEMENT FOR BIDS**

for the project:

**On-Call Maintenance**

The Jefferson Parish Housing Services Development District (JPHSDD) currently has 10 (ten) properties for which it seeks on-call maintenance services. However, the JPHSDD will acquire additional properties; therefore, the selected respondent(s) must be capable of servicing more than the 10 properties referenced herein. The JPHSDD will receive proposals for On- Call Maintenance until **4:00 PM**, Central Daylight Time (CDT), on **Thursday, November 21, 2024** at its office, 121 Paillet Drive, Harvey, LA 70058, at which time and place said proposals will be publicly opened and read aloud. Any bid received after the announced closing time will be returned unopened.

All proposals must be submitted in a sealed envelope bearing the Bidder's name, address and State Contractor's license number and must be addressed as follows:

**JPHSDD**

**Attn: RFP #2024-01**

**121 Paillet Drive**

**Harvey, Louisiana 70058**

Failure to have the license number on the outside of the envelope will be cause for rejection of the bid; it will be returned unopened.

Bids must be submitted on the forms furnished with the Bidding Documents.

Bids shall be accepted from Contractors who are licensed under LA. R.S. 37:2150-2192 for the classification of Home Improvement or the classification of Residential Building Contractor. Bidders are required to comply with provisions and requirements of Louisiana Revised Statutes 38:2212.

No more than 10 calendar days after the bid opening, the apparent low Bidder shall be required to furnish other documents as described in the Bidding Documents.

A **mandatory pre-bid conference** will be held at JPHSDD office at **10:00 AM**, Central Daylight Time (CDT) on **Thursday, November 14, 2024**. The JPHSDD office is located at 121 Paillet Drive, Harvey, LA 70058.

# Instructions to Offerors Non-Construction



## 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:]

**JEFFERSON PARISH HOUSING SERVICES DEVELOPMENT  
DISTRICT REQUEST FOR PROPOSALS  
FOR  
ON-CALL MAINTENANCE RFP #2024-01**

**SUPPLEMENTAL INSTRUCTIONS TO OFFERORS**

**1. Submission of Proposals**

Deliver three (3) complete printed sets (one original clearly marked or stamped "original") and two (2) copies of the required submittal documents in one (1) sealed envelope, to the following address:

Jefferson Parish Housing Services  
Development District  
Attn: RFP #2024-01  
121 Paillet Drive  
Harvey, Louisiana 70058

**2. Interpretations/Questions**

Questions and requests for clarification must be sent via e-mail, at least 7 calendar days before the submission due date and time to:

**D'Andre Williams, [d'andre@jphsdd.org](mailto:d'andre@jphsdd.org)**

Responses to any such questions or requests for clarification shall become a part of the Contract Documents only if they are issued in writing during as part of a numbered addendum to the Contract Documents.

**3. Addendum and Update Procedures for the RFP**

The JPHSDD may wish to amend, add to, or delete from, the contents of this RFP. In such situations, the JPHSDD will issue a numbered addendum to the RFP setting forth the nature of the modification(s). Addenda notifications will be sent by e-mail. Bidders are hereby advised to check the online Project Plan room (See the Advertisement for Bids.) for addenda prior to submitting proposals.

**4. Proposal Format**

All proposals shall be submitted in printed 8 ½ x 11 inch format. Bidders shall provide a comprehensive Table of Contents at the front of the proposal. Organize the proposal in response to the Submission Requirements, addressing all issues identified in the Scope of Services. The front cover of the proposal shall bear the name and number of the RFP, date of the submittal, Respondent's name, Respondent's address, Respondent's email address, and Respondent's phone number.

**5. Submittal Forms**

See *Part III – Submission Requirements, Section 3.5 – Required Forms*.

**6. Acceptance of Proposals**

Proposals must be signed, sealed, and received at the specified address in completed form, no later than the proposal submission time and date. Unsealed proposals will not be accepted. Proposals submitted after the designated time will be returned. JPHSDD reserves the right to accept or reject any or all proposals, to take exception to these RFP specifications or to waive any formalities. Respondents may be excluded from further consideration for failure to fully comply with any of the specifications of this RFP.

JPHSDD also reserves the right to reject the proposal of any Respondent who has previously failed to perform properly or complete on time, a contract of similar nature; who is not in a position to perform the contract; who habitually and without just cause neglected the payment of bills or otherwise disregarded its

obligations to subcontractors, providers of materials, or employees; or who makes a misrepresentation in their response to this request or engages in unauthorized communication about this RFP with JPHSDD staff, Board of Commissioners members, residents, or consultants.

**7. Time for Reviewing Proposals**

Proposals received prior to the due date and time will be securely kept, unopened. The JPHSDD representative whose duty it is to open them will do so when proposals are due. Proposals will not be publicly opened. Proposals become the property of the JPHSDD once submitted.

**8. Withdrawal of Proposals**

Proposals may be withdrawn upon request dispatched by the Respondent in time for delivery during business hours prior to the time fixed for receipt; provided that written confirmation of withdrawal is from the authorized signature of the Respondent, mailed and postmarked prior to the time set for proposal opening. Negligence on the part of the Respondent in preparing its proposal confers no right of withdrawal or modification of its proposal after the due date and time.

**9. Award of Contracts**

Contracts shall be awarded to the Respondent(s) submitting proposals according to the evaluation criteria contained herein, provided the proposal is in the best interest of the JPHSDD. The awarded Respondent(s) will be notified at the earliest practical date. All Contract awards are subject to funding availability and final approval from the JPHSDD's Board of Commissioners, and/or the U.S. Department of Housing and Urban Development.

**10. Certification of Legal Entity**

Prior to execution of a contract the company/firm shall certify that joint ventures, partnerships, team agreements, new corporations or other entities that either exist or will be formally structured are, or will be legal and binding under Louisiana law.

**11. Louisiana Secretary of State**

Prior to execution of a contract companies/firms must be registered with the Louisiana Secretary of State and must be active and in good standing according to the Louisiana Secretary of State.

**12. Costs Borne by Respondent**

All costs related to the preparation of this RFP and any related activities are the responsibility of the Respondent. JPHSDD assumes no liability for any costs incurred by the Respondent throughout the entire selection process.

**13. Reasonable Expectation of Data Accuracy**

All information contained in this RFP appears to the JPHSDD to be accurate at the time that this RFP was prepared. The information given in the RFP is not intended as representations having binding legal effect. This information is furnished for the convenience of Respondents, and the JPHSDD assumes no liability for any errors or omissions in this RFP or any of Addendum to this RFP.

**14. Contact with JPHSDD staff, Board of Commissioners members, Consultants, and residents**

Offerors may not make any contact with JPHSDD Staff, Board members, Residents or Consultants regarding this RFP except as explicitly authorized by this RFP. All communications with the JPHSDD shall be in writing as provided in HUD Form 5369-B, Instructions to Offerors for Non-Construction and as per these Supplemental Instructions to Offerors.

**15. Respondent Responsibilities**

Each Respondent shall be presumed by JPHSDD to have thoroughly studied this RFP (including any Addenda), to have visited the properties of the JPHSDD, and to have a general understanding of building regulations applicable to the project. Failure to understand any aspect of this RFP or scope of services to be performed on the proposed site(s) is the responsibility of the Respondent. As indicated in the Advertisement for Bids, respondents have responsibilities with regard to the pre-proposal conference.

**16. Public Access to Information**

Much of the information submitted in response to a solicitation issued by the JPHSDD shall remain confidential until after final approval of one or more awards of contract by JPHSDD's Board of Commissioners and/or the United States Department of Housing and Urban Development (HUD). Regarding public access to Housing Authority information, see *HUD Handbook 7460.8 REV 2*, Section 1.6; and see Section 7.2 (J). Furthermore, pursuant to Louisiana Revised Statute 40:526(8), JPHSDD shall not disclose information submitted in confidence in response to this RFP, not otherwise required by law to be submitted, where such information should reasonably be considered confidential.

**17. Identification of the Owner**

This Request For Proposals (RFP) has been prepared by the Owner, identified by any of these names/terms:

- "Jefferson Parish Housing Services Development District", or "JPHSDD"
- "the Housing Authority" or "the HA"
- "the Public Housing Authority" or "the PHA"

**16. Identification of the Bidder**

Those entities that submit a response to this RFP are identified by any of these names/terms:

- "Bidder"
- "Responder" or "Respondent"
- "Offeror"
- "Contractor"
- "Proposer"



**JEFFERSON PARISH HOUSING SERVICES DEVELOPMENT  
DISTRICT REQUEST FOR PROPOSALS  
FOR  
ON-CALL MAINTENANCE RFP #JPHSDD-24-001**

**PART I - GENERAL BACKGROUND INFORMATION**

**1.1 Introduction/Background Information**

The JPHSDD was formed by the Jefferson Parish Council to create and sustain affordable housing in Jefferson Parish. Additionally, the JPHSDD oversees and administers the local HUD Housing Choice Voucher Program and the Family Self-Sufficiency Grant Program on behalf of Jefferson Parish.

JPHSDD receives funding from the Department of Housing and Urban Development (HUD) to administer the Housing Choice Voucher (HCV). The JPHSDD is subject to all Jefferson Parish ordinances and regulations.

Note that the JPHSDD and the U.S. Department of Housing and Urban Development (HUD) differentiate between repair/maintenance/service contracts and pure "construction" contracts; therefore, the Form HUD-5370C and the HUD-5369B included in this RFP are self-identified as being for "non- construction".

**PART II - SCOPE OF SERVICES**

The JPHSDD seeks to enter into a Contract with one or more qualified companies who can provide on-call maintenance work at JPHSDD's properties and public property (especially sidewalks) adjacent to those properties, all of which are located in Jefferson Parish, Louisiana. The Contract for this Work shall include, except as otherwise specified, all supervision, labor, equipment, materials, temporary facilities, transportation and other direct costs; indirect costs, including fees, taxes, permit costs, and any other costs and expenses incidental to the performance of the Work.

It shall be the Contractor's responsibility to determine if any permits are required for assigned work and to obtain any and all required permits. Any permit fees paid by the Contractor may be billed to the JPHSDD as a reimbursable expense; documentation of all invoiced reimbursable expenses shall be required. All work shall be performed in compliance with all applicable laws & regulations, and it shall be the responsibility of the Contractor to verify that all work assigned by the JPHSDD is legal prior to performing such work.

The JPHSDD may assign work to be performed in vacant or occupied living units.

The Contractor shall provide temporary facilities as are reasonably required for the work and as are required to provide a reasonable level of safety and security. The Contractor shall also supply tools, equipment, and consumable supplies necessary to perform the work. Such items facilities may include but are not limited to the following: portable toilets, fencing or barricade tape, plastic sheet dust/debris barriers, masking tape, masking paper, drop cloths, trash receptacles, putty knives, joint compound knives/trowels, paint brushes, paint rollers, paint roller pans, paint roller handles, buckets, cement mixers, shovels, contact cement applicators, the Contractor shall provide

The types of maintenance work to be assigned to the selected/contracted Bidder(s) shall be of a nature that would be legal to perform, given the Louisiana Contractor License types specified in the Advertisement for Bids.

It is expected by the JPHSDD that work to be assigned to the selected/contracted Bidder(s) may include but not necessarily be limited to the following types:

1. Reinforced cast-in-place concrete flatwork, especially walkways.
2. Gypsum board repair/replacement.
3. Painting, especially interior painting.
4. Installation of cabinets and pre-formed plastic laminate countertops.
5. Installation of vinyl plank tongue-and-groove flooring ("floating floor" type)
6. Trim work, especially installation of interior wood wall base trim.
7. Installation of pre-hung interior doors assemblies.
8. Installation of interior door locksets.
9. Patching of dimensional asphalt shingle roofs.

Following are miscellaneous specification for the work, in no particular order.

**Paint materials:**

Unless directed otherwise by the JPHSDD, the JPHSDD shall supply spackle, primer, and paint materials to the living units at which work is to be performed by the Contractor, and the JPHSDD will remove extra materials from the living units. The Contractor shall coordinate with the head of the JPHSDD Maintenance Department regarding materials to be supplied by the JPHSDD. Contractor may not dispose of paint or primer in storm drains or onto soil.

**Cabinet and Countertop Materials:**

Unless directed otherwise by the JPHSDD, the JPHSDD shall supply cabinets, cabinet pulls, pre- formed plastic laminate countertops (not yet cut to fit), plastic laminate end caps for countertops, and countertop sealant/caulk materials to the living units at which work is to be performed by the Contractor, and the JPHSDD will remove extra materials from the living units. The Contractor shall coordinate with the head of the JPHSDD Maintenance Department regarding materials to be supplied by the JPHSDD.

**ADA (Americans With Disabilities Act):**

The Contractor shall request design direction from the JPHSDD's Architect via e-mail whenever the work would include any of the following conditions:

- Surface slope of greater than ¼" (vertical dimension) per foot (horizontal direction)
- A pedestrian-only walking surface would abut a paved surface on which motor vehicles would normally be driven. (The JPHSDD shall provide the Contractor specifications for tactile/detectable surfaces whenever such surfaces are required to comply with the ADA, and the Contractor shall comply with these specifications.)
- A sidewalk at a street intersection in a public right-of-way.
- A surface on which motor vehicles would be expected to be parked on and/or to be driven upon.
- A surface on which an object or objects weighing greater than 1,000 pounds would be reasonably expected to bear upon.
- A walkway that would be less than 36 inches in width if it were to match the width of existing adjacent walkway construction.
- Interior or exterior work at any living unit designated by the JPHSDD as an Accessible Living Unit. The Contractor shall keep on file for the duration of the contract a list of Accessible Living Units; this list is available from the JPHSDD upon request, and it shall be the responsibility of the Contractor to determine whether any assigned work is located at one of the listed living units – and providing notification to the JPHSDD's architect, if appropriate – prior to beginning the assigned work.

**Protection of Adjacent Property:**

With regard to all work to be performed by the Contractor, the Contractor shall protect from damage, all adjacent facilities, utilities, site improvements, and landscaping. The Contractor shall be required to repair and/or replace – at its own expense – facilities, utilities, site improvements and landscaping damaged by Contractor operations.

Whenever excavation work deeper than six inches (6") is to be performed, the Contractor shall make a reasonable effort to verify clearance of existing utility items by ordering utility markings from Louisiana One Call (phone number: 811).

**Field Supervision:**

The Contractor shall provide full-time supervision for all field operations. Supervising personnel shall be designated supervisor employees of the Contractor entity or Members/Officers/Proprietors of the Contractor entity. Supervisory personnel may be sub-contracted only if approved in writing by the JPHSDD. Supervisory personnel shall have a minimum of five years of experience in the type of work that they are supervising.

**Trash Removal:**

All trash generated in performance the Work shall be removed by the Contractor from the work site immediately upon completion of each day's work or immediately upon completion of work at any living unit, whichever is sooner. The JPHSDD shall designate one or more of its trash receptacles that the Contractor may use for disposal of trash; this receptacle will most likely be at or near the JPHSDD office building at 1010 Sixth Street, and the Contractor shall be responsible for transporting trash to the receptacle(s) and for avoiding damage to the receptacle(s) and surrounding JPHSDD property. The Contractor may opt to dispose of trash off site in a legal manner, but the cost of such disposal shall not be paid by the JPHSDD unless agreed upon in advance. The Contractor may not dispose of paint or primer in storm drains or onto/into soil.

At its own expense, the Contractor shall clear any and all drains and plumbing pipes that become partially or wholly clogged by Contractor operations.

The Contractor shall comply with all regulations regarding disposal of trash and debris, including regulations set forth by the U.S. Environmental Protection Agency (EPA) and the Louisiana Department of Environmental Quality (LADEQ).

## **PART III - SUBMISSION REQUIREMENTS**

### **3.1 Statement of Qualifications**

Provide the State of Louisiana Contractor License Number, pursuant to LA R.S. 37:2150-2192, for the Company/Individual who will be the Contract signatory, in the space provided on the form. Identify by name and job classification each employee who will be able to perform work under this agreement.

Provide a copy a copy of the Insurance Certificate identifying coverage and limits as identified in the Supplemental Conditions. Include the name of the insurance company in the Statement of Qualifications Form.

### **3.2 Relevant and Past Experience**

Provide evidence of a minimum of three (3) years' experience in providing services of the nature that may be required under this Contract, by listing at least three references/clients to which similar services were provided. Commercial experience is preferred. The client listing must include a detailed description of the services, the entity for which the service were provided, the name, title and contact information. Space is provided in the Statement of Qualifications Form. (Attach additional sheets if necessary).

### **3.3 Cost Proposal**

Complete the provided Cost Proposal Form to perform on-call concrete work in the Parish of Jefferson, Louisiana.

### **3.4 Required Forms**

Execute and/or notarize where required, and submit with proposal package the following forms, which are contained in Attachment B:

- Statement of Qualifications
- Contractor's Summary
- Form HUD-5369-B: Certifications and Representations of Offerors
- Non-Collusive Affidavit
- Certification of Contractor Non-Exclusion
- Acknowledgement of Addenda
- Cost Proposal Form

## **PART IV - PROCUREMENT PROCESS**

### **4.1 Proposal Evaluation/Contract Award**

Proposals received in response to this solicitation may be evaluated using a two-stage evaluation process. Stage I of the evaluation process will be used to determine the respondents that will comprise the short list, from which final selection for contract award will ultimately be made. Stage II of the evaluation process will be reserved for the short listed respondents only, and will be the basis for ultimate contract award. Scoring will be based upon how well the proposal meets the criteria established in this RFP.

During Stage I of the evaluation process, technical proposals will be evaluated and scored by an Evaluation Committee. The committee will score each proposal. Cost proposals may be evaluated separately by the Contracting Officer and/or his designee(s). Scoring will be based on predetermined Evaluation Criteria. The available points associated with each area of consideration are shown. The results of the evaluation of both technical and cost proposals will be used to determine those proposals to be considered in the competitive range and included on the short list.

Respondents included on the short list must have technical and cost proposals that are considered acceptable or potentially acceptable, have a reasonable chance of contract award, and satisfactorily complete a due diligence review (verification of contractor responsibility). Respondents with acceptable technical and cost proposals may be requested to supply additional information to assist in completing the due diligence review. Failure to satisfactorily complete the due diligence review within the timeframe established by JPHSDD will result in exclusion from the short list.

Stage II of the evaluation process may entail negotiations, interviews and/or presentations with the respondents on the short list. Respondents not included on the short list will not proceed to Stage II of the evaluation process. The purpose of the negotiations/interviews is to promote the understanding of the respondents' proposals, and to arrive at agreeable contract terms. Upon completion of the negotiations/interviews, JPHSDD will establish a common date and time for submission of best and final offers. Best and final offers will be evaluated in accordance with the same procedures outlined above for Stage I evaluation. The initial proposal submitted but Respondents who do not submit a best and final offer shall be construed as their best and final offer.

At its discretion, the JPHSDD may opt to omit Stage II. JPHSDD reserves the right to make contract award without negotiations, and to make no award or decline to enter into negotiations should it believe that no respondent to this RFP will be capable of delivering the necessary level of services within an acceptable price range and/or time period. Should JPHSDD exercise its right to make contract award without negotiations, contract award will be based on initial proposals received. Contract award may be subject to approval by the JPHSDD's Board of Commissioners and possibly the United States Department of Housing and Urban Development (HUD).

### **4.2 Evaluation Criteria**

#### **Evaluation Criteria**

- |                                |           |
|--------------------------------|-----------|
| ● Proposed Costs               | 50 Points |
| ● Statement of Qualifications  | 25 Points |
| ● Relevant and Past Experience | 25 Points |

**Total Possible Points**

**100 Points**

# General Conditions for Non-Construction Contracts

## Section I – (With or without Maintenance Work)

### U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/01/2014)

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-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:**

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$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.**

### Section I - Clauses for All Non-Construction Contracts greater than \$100,000

#### 1. Definitions

The following definitions are applicable to this contract:

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

#### 2. Changes

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

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

#### 3. Termination for Convenience and Default

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

#### 4. Examination and Retention of Contractor's Records

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
  - (i) appeals under the clause titled Disputes;
  - (ii) litigation or settlement of claims arising from the performance of this contract; or,
  - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

**5. Rights in Data (Ownership and Proprietary Interest)**

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

**6. Energy Efficiency**

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

**7. Disputes**

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section III, Labor Standards Provisions, including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

**8. Contract Termination; Debarment**

**9. Assignment of Contract**

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

**10. Certificate and Release**

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

**11. Organizational Conflicts of Interest**

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
  - (i) Award of the contract may result in an unfair competitive advantage; or
  - (ii) The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

**12. Inspection and Acceptance**

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

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

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

### 13. Interest of Members of Congress

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

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

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

### 15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (ii) The prohibition does not apply as follows:



(1) Agency and legislative liaison by Own Employees.

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

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

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

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

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

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

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

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

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

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

(2) Professional and technical services.

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

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

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

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

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

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

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

(iii) Selling activities by independent sales representatives.

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

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

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

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

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

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

## 16. Equal Employment Opportunity

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

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

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

## 17. Dissemination or Disclosure of Information

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

## 18. Contractor's Status

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

## 19. Other Contractors

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

## 20. Liens

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

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

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

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apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

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

## **22. Procurement of Recovered Materials**

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

# 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)

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- 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

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. 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

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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.

**JEFFERSON PARISH HOUSING SERVICES DEVELOPMENT  
DISTRICT REQUEST FOR PROPOSALS  
FOR  
ON-CALL MAINTENANCE RFP #2024-01**

**SUPPLEMENTAL CONDITIONS**

**Contract Type/Contract Amount**

This Contract shall be an Indefinite Delivery Indefinite Quantity type Contract with JPHSDD to perform the required scope of services on an on-call basis, which will provide for the payment of direct labor hours at fixed hourly rates and for the payment of authorized reimbursable expenses. The Contract shall provide for a minimum amount of twenty-five thousand dollars of work to be assigned within the first year of the contract. The JPHSDD reserves the right to assign Work under this Contract, in accordance with its needs, to the Contractor(s) whom it believes will provide the most benefit to the Authority.

**Term of Contract**

This Contract shall be for an initial period of one (1) year, with an option to extend for two (2) additional years. Contract extensions will not be automatic and must be approved by JPHSDD. The option to extend the contract shall be only exercised if the JPHSDD issues written notice to the Contractor of the contract extension.

**Dispatch Orders**

Work shall be assigned through the issuance of written Dispatch Orders (also called "Task Orders" or "Assignments". Each Dispatch Order will be assigned to the contracted firm determined to be best suited to perform the scope of Work. If requested to do so by the JPHSDD, the Contractor shall provide a written cost estimate and/or an estimated time schedule prior to performing the work, and all such cost estimates and schedules shall be provided by the Contractor at no charge to the JPHSDD. All Dispatch Orders placed prior to, but not completed by the expiration of the Contract, must be completed in accordance with all provisions of the Contract still in force.

**Invoicing**

Invoices shall be submitted with indications of the Disp. The invoice shall provide an invoice number, service date, Purchase Order number (if applicable), Task Order number, a description of services provided, and the name/title of employee(s) who rendered the services. Invoices shall be submitted on the Contractor's own invoice form.

**Payments**

The Contractor shall submit invoices monthly. The JPHSDD will make payment on Contractor invoices within 45 calendar days of the invoice submittal date.

**Overtime Hours**

It is anticipated that the Contractor will only be required to perform work on days that are not Sundays, State holidays, or Federal holidays. Overtime/holiday/weekend/night rates of charge shall not apply unless mutually agreed upon in writing by the contracting parties.

## **Insurance**

Prior to commencement of the Contract resulting from this solicitation, the Contractor shall procure and maintain at all times and at the Contractor's own expense, the types of insurance specified below. The insurance carriers used by the Contractor must be authorized to do business in the State of Louisiana, and the insurance provided shall cover all operations under the contract, whether performed by the Contractor or by subcontractors.

- Worker's Compensation
- Minimum Commercial General Liability Insurance of \$500,000 Bodily Injury and \$500,000 Property Damage to protect the Contractor and the Housing Authority (The JPHSDD shall be named as a Certificate Holder)
- Minimum 500,000 Automobile Liability

The Contractor shall be required to furnish the JPHSDD Certificates of Insurance evidencing the required coverage to be in force on the date of the Contract execution, and Renewal Certificates of Insurance, or such similar evidence, if the coverage has an expiration or renewal date occurring during the term of this Contract or extensions thereof. The receipt of any certificate does not constitute agreement by JPHSDD that the insurance requirements in the Contract have been fully met, or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The insurance policies shall provide for thirty (30) days prior written notice to be given to JPHSDD in the event coverage is substantially decreased, canceled or non-renewed. The selected Bidder will have a maximum of 3 business days to provide the JPHSDD with the required Certificates of Insurance; these 3 business days will be counted from the date that the JPHSDD provides the Offeror with written notice of selection, subject to fulfillment of outstanding requirements.

The Contractor shall require all subcontractors to carry the insurance required herein, or the Contractor may provide the coverage for any or all subcontractors, and, if so, the evidence or insurance submitted shall so stipulate.

The Contractor agrees and shall require each subcontractor to agree that insurers shall waive their rights of subrogation against the JPHSDD.

## **Termination for Convenience and Default**

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



## **Organizational Conflicts of Interest**

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this Contract and a Contractor's organizational, financial, contractual or other interests such that: (i) Award of the Contract may result in an unfair competitive advantage; or (ii) The Contractor's objectivity in performing the Contract Work may be impaired. (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this Contract or any task/delivery order under the Contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The JPHSDD may, however, terminate the Contract or task/delivery order for the convenience of the JPHSDD if it would be in the best interest of the JPHSDD. (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the Contracting Officer, the JPHSDD may terminate the Contract for default. (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the Work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

## **Indemnification**

The successful Respondent will be required to protect, defend, indemnify, keep, save, and hold JPHSDD, its officers, officials, Board members, employees and agents free and harmless from and against any and all liabilities, losses, penalties, damages, settlements, environmental liability, costs, charges, professional fees or other expenses or liabilities of every kind, nature and character arising out of or relating to any and all claims, liens, demands, obligations, actions, suits, judgments and settlements, proceedings or causes of action of every kind, nature, and character (collectively, "claims") in connection with or arising directly or indirectly out of the actions or omissions and/or the performance thereof by the successful Respondent, its officers, officials, agents, employees, and subcontractors, including, but not limited to, the enforcement of the indemnification provision. The successful Respondent will be further required to investigate, handle, respond to, provide defense for and defend all suits for any and all claims, at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims are considered groundless, false or fraudulent.

JPHSDD will have the right, at its option and at its expense, to participate in the defense of any suit, without relieving the successful Respondent of any of its obligations under this indemnity provision. The indemnities to be set forth in the contract resulting from the RFP will survive the expiration or termination of that contract.

## **Rights, Use, and Ownership of Assessment Materials**

Assessment materials generated as a result of performed the Scope of Services contained in this Contract shall be confidential and proprietary, and shall be for the exclusive use and ownership of the JPHSDD. Such materials shall include, but not be limited to data, cost estimates, and reports generated that contain descriptive and/or identifying information regarding individual properties owned by JPHSDD and/or JPHSDD's portfolio of properties. Such materials shall not be shared, signed, sold or disclosed to parties other than those named on the Contract without the express written permission of The JPHSDD's Executive Director. Any violations of this provision shall be considered a breach of, and grounds for immediate termination in accordance with the General Contract Conditions, HUD Form 5370-C, Paragraph 4, Termination for Convenience and Default.

## **Ethics Policy**

The selected Respondent shall abide by the applicable provisions of the State of Louisiana Ethics Code.

## **Rules, Regulations, and Licensing Requirements**

The successful Respondent shall possess all of the required State and Local licenses and certifications required to perform work of the type required by this Contract in Jefferson Parish. In addition, the Respondent shall comply with all laws, ordinances and regulations applicable to the services contemplated herein. Respondents are presumed to be familiar with all federal, state and local laws, ordinances, codes, rules and regulations that may in any way affect the delivery of services.

## **Contractual Obligations**

If the proposed services include the use of products or services of another company, such services shall be disclosed and JPHSDD will hold the selected Respondent responsible for the proposed services. See *Assignment* section below.

## **Certification of Legal Entity**

Prior to execution of the Contract Agreement, the Respondent shall certify that joint ventures, partnerships, team agreements, new corporations or other entities that either exist or will be formally structured are, or will be legal and binding under Louisiana law.

## **Certifications**

In submitting the proposal, the Respondent is indicating a willingness to comply with all terms and conditions of the RFP, including but not limited to those set forth in HUD Form 5370-C, General Conditions for Non-Construction Contracts, Section II, and these Supplemental Conditions.

## **Personnel**

In submitting their proposals, Respondents are representing that the personnel described in their proposals shall be available to perform the services described for the duration of the contract period, barring illness, accident or other unforeseeable events of a similar nature in which cases the Respondent must be able to provide a qualified replacement. Such representation shall be valid for a minimum of 120 calendar days after the proposal due date and time. Furthermore, all personnel shall be considered to be, at all times, the sole employees of the Respondent under its sole direction, and not employees or agents of JPHSDD.

## **Respondent Status**

The successful Respondent will be held to be an independent Contractor, and will not be an employee of JPHSDD.

## **Assignment of Contract**

The successful Respondent shall not enter into any subcontracts, retain consultants, or assign, transfer, convey, sublet, or otherwise delegate its obligations under the Contract resulting from this RFP, or any of its rights, title or interest therein, or its power to execute such Contract to any person, company, or corporation without prior written consent and approval of JPHSDD. See *Contractual Obligations* section above.

**Advertising**

In submitting a proposal, the successful Respondent agrees not to use the results from it as a part of any commercial advertising.

**Media Relations**

The Contractor shall not make a public comment on JPHSDD matters to the news media without express written approval from JPHSDD's Executive Director. Any and all news media inquiries to the Contractor regarding JPHSDD matters shall be referred to the Executive Director of the JPHSDD.



**BUSINESS REFERENCES (Provide three existing or completed work activities by your business which are similar to or support your ability to successfully complete the scope of work):**

<b>AGENCY/COMPANY NAME:</b>	<b>TELEPHONE NUMBER:</b>	<b>DOLLAR AMOUNT:</b>
<b>PROJECT DESCRIPTION:</b>	<b>CONTACT PERSON NAME:</b>  <b>TITLE:</b>	<b>DATE STARTED:</b>  <b>DATE COMPLETED:</b>
<b>AGENCY/COMPANY NAME:</b>	<b>TELEPHONE NUMBER:</b>	<b>DOLLAR AMOUNT:</b>
<b>PROJECT DESCRIPTION:</b>	<b>CONTACT PERSON NAME:</b>  <b>TITLE:</b>	<b>DATE STARTED:</b>  <b>DATE COMPLETED:</b>
<b>AGENCY/COMPANY NAME:</b>	<b>TELEPHONE NUMBER:</b>	<b>DOLLAR AMOUNT:</b>
<b>PROJECT DESCRIPTION:</b>	<b>CONTACT PERSON NAME:</b>  <b>TITLE:</b>	<b>DATE STARTED:</b>  <b>DATE COMPLETED:</b>

**INSURANCE (Certificates shall be provided by selected Offerors within 3 business days of receiving written notice of selection from the JPHSDD).**

DESCRIPTION	INSURANCE COMPANY	POLICY NUMBER
Worker's Compensation		
Commercial General Liability		
Automobile		

**24-HOUR CONTACT PERSON**

NAME	TITLE	PHONE NUMBER

\_\_\_\_\_  
(Bidder Company Name)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed or Typed Name of Signatory)

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

Date: \_\_\_\_\_

**JEFFERSON PARISH HOUSING SERVICES DEVELOPMENT  
DISTRICT REQUEST FOR PROPOSALS  
FOR  
ON-CALL MAINTENANCE RFP #2024-01**

**CONTRACTOR'S SUMMARY**

If this Proposal/Quote/Bid is submitted by a joint venture, each business shall provide the information requested below.

Under penalties of perjury, as prescribed in 18 U.S.C. 1001, the undersigned certifies that the statements set forth in this Proposal/Quote/Bid are true and correct.

\_\_\_\_\_ (Bidder Company Name)

By: \_\_\_\_\_ (Signature)

\_\_\_\_\_ (Printed or Typed Name of Signatory)

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

Date: \_\_\_\_\_

(If a Corporation, President or Vice-President should sign; If a Partnership, a Partner should sign. If some other Officer signs, evidence of authority must be submitted.)

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Email: \_\_\_\_\_

Taxpayer I.D. No.: \_\_\_\_\_

Subscribed and sworn to me, \_\_\_\_\_  
(Notary Public)

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

My Commission expires: \_\_\_\_\_.

# 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:]

Previous edition is obsolete

page 2 of 2

form **HUD-5369-B** (8/93)  
ref. Handbook, 7460.1

**JEFFERSON PARISH HOUSING SERVICES  
DEVELOPMENT DISTRICT REQUEST FOR  
PROPOSALS  
FOR  
ON-CALL MAINTENANCE RFP #2024-01**

**NON-COLLUSIVE AFFIDAVIT**

**State of** \_\_\_\_\_

**City or Parish/County of** \_\_\_\_\_

**Name of authorized Bidder representative:** \_\_\_\_\_,

being duly sworn, deposes and says that he/she is

\_\_\_\_\_ of the  
(Identify the signatory's position of authority: Partner, Member, Officer, President, etc.)

**Bidder:** \_\_\_\_\_  
(name of Bidder company)

The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham: that said **Bidder** has not colluded, conspired, connived or agreed, directly or indirectly with any bidder or person to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person to fix the bid price or affiant or any other **Bidder**, or to fix any overhead profit or cost element of said bid price, or that any other **Bidder** or to secure any advantage against the Housing Authority of the JPHSDD or any personal interest in the proposed contracts; and that all statements in said proposal or bid are true.

Signature of the authorized Bidder representative named above: \_\_\_\_\_

Subscribed and sworn to me, \_\_\_\_\_  
(Notary Public)

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

My Commission expires: \_\_\_\_\_.

**JEFFERSON PARISH HOUSING SERVICES  
DEVELOPMENT DISTRICT REQUEST FOR  
PROPOSALS  
FOR  
ON-CALL MAINTENANCE RFP #2024-01**

**CERTIFICATION OF CONTRACTOR NON-EXCLUSION**

This certification applies to a sole proprietor of 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 awards 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, the JPHSDD 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)

**JEFFERSON PARISH HOUSING SERVICES  
DEVELOPMENT DISTRICT REQUEST FOR  
PROPOSALS  
FOR  
ON-CALL MAINTENANCE RFP #2024-01**

**ACKNOWLEDGEMENT OF ADDENDA**

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

Addendum Number: \_\_\_\_\_

Date Received: \_\_\_\_\_

Addendum Number: \_\_\_\_\_

Date Received: \_\_\_\_\_

Addendum Number: \_\_\_\_\_

Date Received: \_\_\_\_\_

\_\_\_\_\_  
(Offeror's Name)

\_\_\_\_\_  
(Signature of Offeror's Representative)

\_\_\_\_\_  
(Printed or Typed Name of Offeror's Representative)

**JEFFERSON PARISH HOUSING SERVICES  
DEVELOPMENT DISTRICT REQUEST FOR  
PROPOSALS  
FOR  
ON-CALL MAINTENANCE RFP #2024-01**

**COST PROPOSAL FORM**

The successful Respondent shall provide all labor, materials and equipment required to perform on-call maintenance services to the plumbing systems at all JPHSDD owned communities. Direct labor hours shall include wages, overhead, profit, and general administrative costs incidental to the performance of the work; reimbursement for materials will be paid at cost. Receipts shall be required for all reimbursable expenses. Any overhead & profit costs or other costs should be included in the costs below; overhead & profit shall not be charged separately.

**Regular Hourly Rates for non-emergency work performed during normal business hours:**

Laborer, entry level	\$ _____	Per man hour
Skilled Worker (3 or more years' experience)	\$ _____	Per man hour
Supervisor/Administrator	\$ _____	Per man hour
Equipment Operator	\$ _____	Per man hour
Building Permit Applicant	\$ _____	Per man hour
Other (optional): _____	\$ _____	Per man hour
Other (optional): _____	\$ _____	Per man hour
Other (optional): _____	\$ _____	Per man hour

**Unit prices:**

Mobilization \$ \_\_\_\_\_ Per Task Order

**Contractor Cost Mark-Ups**

Mark-up added to construction materials & consumable supplies costs: \_\_\_\_\_ percent  
 Mark-up added to sub-contractor\* costs: \_\_\_\_\_ percent  
 Mark-up added to building permit fees: \_\_\_\_\_ percent

\*Note that restrictions on the use of sub-contractors are included in this RFP. See the *Assignment* section of the *Supplemental Conditions*.

\_\_\_\_\_  
(Respondent's Name)

By: \_\_\_\_\_  
(Signature of Offeror's Representative)

\_\_\_\_\_  
(Printed or Typed Name of Offeror's Representative)

\_\_\_\_\_  
(Title of Offeror's Representative)

Date: \_\_\_\_\_