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## Request for Proposals

### Housing Authority Management and Accounting Software

**ISSUE DATE:**

Thu, November 20, 2024

**PROPOSAL**

**DUE DATE:**

Thu, January 23, 2025

BY 4:00pm PST

RFP COORDINATOR  
Jason Elzy, Executive Director

Housing Authority of  
Jackson County  
2251 Table Rock Rd  
Medford, OR 97501

[WWW.HAJC.NET](http://WWW.HAJC.NET)

# Housing Authority of Jackson County

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# Housing Authority of Jackson County

## REQUEST FOR PROPOSALS

### Housing Authority Management and Accounting Software

The Housing Authority of Jackson County “HAJC” requests proposals from qualified and experienced firms who have a demonstrated track record with housing and accounting management software in accordance with the applicable rules, laws, and regulations.

The Authority is currently seeking a qualified vendor to provide an agency-wide software application system that will enable management to run all aspects of public and affordable housing management effectively and efficiently. The new system must clearly demonstrate the system’s ability to conform to all requirements of project- based accounting, budgeting, and management in accordance with HUD requirements and Generally Accepted Accounting Principles (GAAP).

Address all pre-proposal questions or requests for information (RFIs) pertaining to the project or proposal documents to the Executive Director, Jason Elzy via email at [jason@hajc.net](mailto:jason@hajc.net). All pre-proposal requests for information (RFIs) must be submitted by **4:00pm PST on Thursday, January 9, 2024** prior to proposal due date.

Proposals will be received until **4:00pm PST on Thursday, January 23, 2024**

Responses must be labeled “**HAJC Management and Accounting Software**”. Proposers must deliver **one (1) printed original, two (2) copies, and one (1) electronic copy of their proposal on a USB drive** addressed to:

Housing Authority of Jackson County  
Attn: Jason Elzy  
2251 Table Rock Road  
Medford, OR 97501

- HAJC will ***not accept*** proposals submitted by fax or email.
- All proposal submissions must be received by the above deadline.
- The Authority will not be responsible for the receipt of proposals not properly submitted.

Proposers will be required to make positive efforts to use small and minority-owned business and to offer employment, training, and contracting opportunities in accordance with Section 3 of the Housing and Urban Development Act of 1968.

Copies of the Request for Proposal “RFP” and associated documents may be obtained through our website:

<https://hajc.net/real-estate-development/real-estate-asset-management/procurement/>

# Housing Authority of Jackson County

## HAJC BACKGROUND

Founded in 1969, the Housing Authority of Jackson County's mission is to: To provide, develop, and preserve decent, safe and affordable housing to families and individuals while promoting efforts toward self-sufficiency.

Today, HAJC provides affordable housing to more than 4,200 Southern Oregon households. We own and operate more than 1,800 affordable housing units throughout Jackson and Josephine Counties. We also oversee the administration of more than 2,500 tenant-based and project-based Housing Choice Vouchers, most of which allow low-income families to rent in the private market and host a variety of support programs to help our residents and participants meet their wellness, financial, and employment goals no matter what their age or ability. In addition to in-house services, HAJC provides a wide array of resident-service referrals to partners across the Southern Oregon.

HAJC is a quasi-governmental organization, governed by a Board of Commissioners appointed by the Jackson County Oregon Board of Commissioners, and an Executive Director who reports to the Board.

# Housing Authority of Jackson County

## SCOPE OF WORK

### Previous/Current Software Provider

HAJC is currently using HAB/MRI software.

1. **General:** Software selected will manage the following functions of the Housing Authority:

a. **Financial Applications:**

- General Ledger
- Budgeting
- Financial Reporting
- Accounts Payable
- Accounts Receivable
- Tenant Accounting
- FSS Escrow Management
- Utilities Billing System (Consumption)
- Purchasing and Requisitioning
- Fixed Assets
- Inventory
- Capital Fund Management
- Grant Management
- VMS Reporting
- HUD's Two-Year Tool
- Financial Statements – Monthly/Annually
- Cash Management

b. **Housing Applications:**

- Applicant Waiting List
- Building/Unit Management
- Section 8 Housing Choice Voucher Tenant Management
- Low Income Housing Tax Credit Tenant Management
- Project Based Voucher Tenant Management
- FSS Program Management
- Homeownership Program Management
- Emergency Housing Voucher Tenant Management
- VASH Tenant Management
- Mainstream Tenant Management
- Work Order System
- PIC and TRACS (HIP) Submission/Reporting (50058/50059 forms)
- Rent Calculation
- UPCS Inspections (INSPIRE)
- HQS Inspections
- Rent Reasonableness

c. **Other Desired Features:**

- API or Commercial API integration to export data from provider into the agency
- Application –Integration with outside vendors ex. RAVE and RENTPAYMENT

## Housing Authority of Jackson County

- Integration with online banking applications, and facilitate direct deposit
- Integrated Document Management solution
- **Integrated Document Imaging system -Currently we are using File Vision**  
**\*\*\*Housing Authority Management Software must have the ability to export tenant, applicant, waitlist and accounting/financial data to a .csv file\*\*\***
- Online waiting list application process
- Tenant Transfer List management capacity
- Online landlord access to account information, inspections, and ability to update
- Information, list available units, and other actions
- Online tenant access to information and ability to complete certifications and other actions (electronic signature capacity)
  - Online applicant access to information and ability to update information and other actions
- Realtime Mobile (Android, iOS, Web) UPCS/HQS Inspections
- Realtime Mobile (Android, iOS, Web) Maintenance Work Order Management
- Realtime Mobile (Android, iOS, Web) Access to core property management features such as household lookup (tenant occupancy, rental, and note history), tenant certification, etc.
- Vendor Contract Management – Flags for Expiration and Renewal and tracking by dollar amount

### 2. Data Conversion:

Project management to include data conversion from existing system, installation, successful implementation, and testing of the software and hardware in the Housing Authority network infrastructure. Data Conversion to include conversion of all historical data. Housing Authority currently uses HAB/MRI and data conversion is required from this system. **Software must have the ability to export tenant, applicant, waitlist and accounting/financial data to a .csv file\*\*\***

### 3. Training:

Training of HAJC staff to include End-User, Intermediate-User, and technical level training sufficient for HAJC to operate independently. The Housing Authority currently has 80 end users. Vendor must permit the audio and video recording of onsite trainings or provide access to a vendor-maintained library with comparable training materials.

### 4. Technical Support:

Ongoing technical support and software updates to maintain compliance with Federal directives, and to provide for bug fixes and product enhancements.

- a. Each proposal must include a full description of the software. Vendor's standard maintenance and support agreements including annual costs to HAJC for these services. These maintenance agreements must provide for periodic updates to the software for product enhancements, bug fixes, tax, and regulatory compliance, etc. Each proposal must fully document the vendor's upgrade policy including any costs for upgrades outside the standard maintenance contract.
- b. When describing telephone, web-based, and onsite support, proposals must specify all conditions (availability times and escalation processes) for its use by both end-user and technical staff.
- c. For pricing purposes, vendors should assume a total of 80 end users, but include costs per user for users over 80.

### 5. Vendor Experience:

The vendor must be thoroughly familiar with the application areas specified and have an installed base of customers currently using the proposed products. The vendor shall have the staff, technical, and financial resources to reliably install and support the proposed system. The vendor will thoroughly document its experience in the Affordable Housing and Housing Choice Voucher market, the qualifications of staff who will be assigned to this project, and its financial resources.

## **Housing Authority of Jackson County**

### **6. System Installation and Support:**

The vendor shall be responsible for installation and testing of the system to the point of independent operation by HAJC personnel. In addition, the vendor, as part of the proposal, shall provide support services necessary to ensure successful operation of the system including, but not limited to, the following:

- a. Acceptance testing after installation
- b. Maintenance support for bug fixes, enhancement, and tax, and regulatory compliance updates
- c. End-User, Intermediate-User, and technical staff training

The vendor must also have the demonstrated ability to support the system after installation is complete, and accepted by HAJC. The support must take the form of on-going programming and management support to accommodate regulatory changes and for immediate resolution of user problems. Furthermore, the on-going programming support must leverage a variety of communication methods including but not limited to onsite visits, remote screen sharing, and audio/video conferencing either through internet or traditional telephony devices.

The vendor should let us know in the response if they install the software updates, or if HAJC is responsible for updates. If HAJC is responsible to perform updates, please provide estimated time to for staff to complete process.

### **7. Hardware and Communications Environment:**

#### **a. Technology Infrastructure:**

- 134 Windows 10/11 (Wired)
- 38 Laptops through Wi-Fi.
- 10 departmental printers and 4 desktop printers
- User authentication is handled by 1 Windows Domain Controller
- Office 2016 Pro
- User files are stored on the file server

#### **b. Network Infrastructure:**

- OPNSense Firewall provide intrusion prevention, gateway, and VPN WAN connectivity via OpenVPN
- HAJC has Ubiquiti Access Points at Main Office and Remote Offices
- Remote offices have a mixture of 1 Gbps and 300 Mbps Internet speeds some on fiber Internet speeds, some on fiber internet.
- Our remote offices are connected via OpenVPN RDP connections

If the proposed software modules need to run locally on the Housing Authority's network, vendors responding to this RFP must include specifications for a computer hardware platform for their application software. The specifications should include minimum recommended and optimal specifications for the application software to operate within the Housing Authority's infrastructure. In addition, the successful proposer will be required to coordinate any hardware upgrades with the Housing Authority (or their designated IT provider), if desired by Housing Authority. If the vendor will host the proposed software from a cloud environment, the proposal must include information related to the underlying cloud infrastructure, security, redundancy, and data backup. HAJC prefers a web-based software solution.

### **8. Document Imaging Information as of October 1, 2024:**

**File Vision – HCV Administration, Property Mgmt.,  
HR, Finance, Facilities Mgmt.,**

- Number of users = 75

# Housing Authority of Jackson County

## PROPOSAL PACKAGE INSTRUCTIONS

### General Information:

The Housing Authority of Jackson County requests proposals from qualified and experienced firms who have a demonstrated track record with housing and accounting management software in accordance with the applicable rules, laws, and regulations.

The Authority is currently seeking a qualified vendor to provide an agency-wide software application system that will enable management to run all aspects of public and affordable housing management effectively and efficiently. The new system must clearly demonstrate the system's ability to conform to all requirements of project-based accounting, budgeting, and management in accordance with HUD requirements and Generally Accepted Accounting Principles (GAAP).

Please complete all sections of the RFP and provide the information requested. If additional material is required for one or more questions, please label attachments clearly and reference them in your response. Your response to this RFP will serve as the basis for the consideration of your potential as the vendor.

All research and work performed hereunder must be done in an independent and unbiased manner. Entities or parties having business, personal or social ties to affordable housing will not be precluded from submitting a Proposal in response to this RFP, but all Proposals must be unbiased toward any special interest group, housing variable category, or population demographic. Any connection to a specific group must be disclosed in the Proposal.

### Proposal Submission Instructions:

Since the authority **will not be aware of all who may submit proposals, it is the responsibility of all proposers to inquire after any amendment(s) issued to this proposal solicitation prior to their submittal.** Proposers are responsible for reviewing the entire proposal package, scope of work, amendments (if any), and any other information contained in the Request for Proposals. **All proposals are considered final and must be submitted before the deadline.**

Each proposal will be initially reviewed to determine if it meets the submission requirements as stated in the RFP. HAJC, in its sole discretion, will reject a response as non-responsive if:

- The forms furnished by HAJC are not used or are altered;
- The proposed service costs are not submitted in the format required or attached as directed;
- If all required forms do not accompany the proposal;
- If there are unauthorized additions, conditional or alternative proposals, or irregularities of any kind that may tend to make the proposal incomplete, indefinite, or ambiguous;
- HAJC determines the proposed cost is beyond what the agency deems is reasonable and/or what it may be able to spend on the project.

### Rejection:

HAJC does not guarantee that a contract will be awarded because of this Request for Proposals.

### Contract Term:

The awarded contract will be for three (3) years with the option to renew in one-year increments. The Authority requires fixed pricing for the first three years of the contract. Requests for price increases in subsequent years shall be submitted in writing, ninety (90) days prior to the anniversary date of the contract to be effective for the following year.



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The Authority reserves the right to award contracts to multiple offerors, to reject any or all proposals, to waive for all applicants any information in the specifications or proposer's process or to cancel in whole or in part this solicitation if it is in the best interest of the Authority to do so.

### **Additional Offerors Credentials:**

- At least five (5) years of experience with similar scope of work in this RFP for public housing authorities
- Familiarity of HUD regulations related to affordable housing and Housing Choice Voucher programs
- Offeror offices and any 3<sup>rd</sup> party offices must reside within the United States
- Offeror must include in their proposal how long after executing a contract they need to begin this endeavor and expected completion date.
- Offeror shall not be barred from doing business with HUD / receiving Federal Funds.

### **Cost Incurred in Responding:**

- All costs directly or indirectly related to preparation of a response to this Request for Proposals, or any oral presentation required to supplement and/or clarify the submittal which may be required by HAJC shall be the sole responsibility of and shall be borne by Offeror.
- Each firm by submitting its proposal waives any claim for liability against HAJC as to loss, injury and costs or expenses, which may be incurred as a consequence of its response to this document.

### **No Deposit/No Retainer:**

- HAJC will not pay any deposits or retainer fees.
- Each firm by submitting its proposal waives any claim for liability against HAJC as to loss, injury and costs or expenses, which may be incurred as a consequence of its response to this document. HAJC will only pay the successful Respondent(s) for actual work performed.

### **Proposal Evaluation:**

**Proposal Opening Results.** It is understood by all proposers/prospective proposers that the proposals received are not publicly opened and the results will typically not be a matter of public record until the Agency has concluded all evaluations, has chosen a final top-rated proposer, has completed the award and is ready to issue such results. When the Agency issues such notice, the Agency will inform all proposers as to each proposer's placement as a result of the evaluation (i.e., 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, etc.) and the total points each proposer was awarded as a result of the evaluation.

All proposal documents submitted by the proposers are not necessarily a matter of public record and as a matter of normal course, the proposals submitted by each proposer will not, until after award has been completed, be available to be viewed by any interested parties except as approved by the Agency Legal Counsel (i.e., a proposer will not, prior to completion of award, be allowed to challenge an apparent top-rated proposer by inspecting the proposal that the apparent top-rated proposer submitted). The Agency shall, however, upon request, verify that the proposal documents submitted are/were acceptable.

Proposers will be required to demonstrate their ability to perform the work based on their prior work history, experience, satisfactory references, technical proficiency, and ability to provide qualified manpower.

### **Award of Proposal(s):**

The successful proposer shall be the person/firm who, as determined by this RFP's detailed evaluation process, is the top-rated responsive and responsible proposer. This also requires that his/her proposal is reasonable, he/she can deliver the specified items in a timely manner and the proposal is, in the opinion of the Agency, in the Agency's best interest to accept the proposal. All proposers will be notified in a timely manner of the results of the evaluation after award has been completed.

### **Rejection of Proposals:**

The Agency reserves the right, at any time during the proposal process, to reject any or all proposals received. In the case of rejection of all proposals, the Agency reserves the right to advertise for new proposals or to proceed to do the work otherwise, if in the judgment of the Agency, the best interest of the Agency will be promoted.

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Prospective proposers acknowledge by downloading and receiving the RFP documents and/or by submitting a proposal that the submission of a proposal to the Agency is not a right by which to be awarded that proposal, but merely an offer by the prospective proposer to perform the requirements of the RFP documents in the event the Agency decides to consider an award to that proposer.

### **Cancellation of Award:**

The Agency reserves the right to, without any liability, cancel the award of any proposal(s) at any time before the execution of the contract documents by all parties.

### **Right to Negotiate Final Fees:**

The Agency shall retain the right to negotiate the amount of fees that are paid to the successful proposer, meaning the fees proposed by the top-rated proposer during negotiations may, at the Agency's options, be the basis for the beginning of negotiations. Such negotiations shall begin after the Agency has chosen a top-rated proposer. If such negotiations are not, in the opinion of the Project Manager, successfully concluded within 5 business days, the Agency shall retain the right to end such negotiations and begin negotiations with the next- rated proposer.

### **Contract Conditions:**

The following provisions are considered mandatory conditions of any contract award made by the Agency pursuant to this RFP:

- **Contract Form.** The Agency will not execute a contract on the successful proposer's form. Contracts will only be executed on the Agency form, and by submitting a proposal the successful proposer agrees to do so (please note that the Agency reserves the right to amend this form as the Agency deems necessary). The Agency will consider any contract clauses that the selected proposer wishes to include therein and submits in writing during contract negotiations.
- **HUD Forms.** Please note that the Agency has no legal right or ability to (and will not) at any time negotiate any clauses contained within any of the HUD forms included as a part of this RFP.

### **Contract Compliance Statement:**

- The Offeror shall state their compliance with all applicable rules and regulations of Federal, State and Local governing entities and that they are not excluded from Federal procurement programs. The offeror must state compliance with the terms of this Request for Proposal (see attachments).
- The Offeror must demonstrate that the proposal meets **all** applicable rules, regulations, permitting, registration, and licensing requirements, whether Local, State or Federal. It is the responsibility of the Offeror to determine the applicability of any rule, regulation, or other requirement.

### **Equal Employment Opportunity:**

The Offeror shall affirm that it does not have or subscribe to any personnel policy which permits or allows for discrimination in the employment promotion, demotion, dismissal or laying off of any individual due to his/her race, creed, color, national origin, age, gender, gender identity, disability, or any other protected class, and that it has not been charged or found guilty of such discriminatory practices.

### **Diversity Business Enterprise (DBE) Program Requirements:**

Consistent with Presidential Executive Orders 11625, 12138, and 12432, the proposer shall make efforts to ensure that minority, women, and small business enterprises are utilized whenever possible. Efforts to achieve minority, women and small business participation shall include, but shall not be limited to:

## Housing Authority of Jackson County

- Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
- Ensuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources.
- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises.
- Establishing delivery schedules, where the requirements of the contract permit, which encourage participation by small and minority businesses and women's business enterprises.
- Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and State and local governmental small business agencies.
- Firms submitting proposals are encouraged to consider subcontracting portions of the engagement to small firms owned or controlled by socially and economically disadvantaged individuals. The proposed subcontracting firms must be clearly identified in the proposal. Following the award of the contract, no additional subcontracting of services provided herein will be allowed without the express prior written consent of HAJC.

### Licenses & Permits:

- Contractor will ensure all required licensing requirements are met.
- The Contractor and Contractor's employees and agents shall secure and maintain in force such licenses and permits as are required by law and shall conform to all Federal, State, and local laws, ordinances, and regulations covering the work under the contract.
- The Contractor shall provide to the Authority copies of these and any other required licenses.
- Failure to maintain licenses in current status during this Contract shall constitute a material breach.
- The Offeror is responsible to comply with all governmental licensing requirements and associated business regulations whether Local, State or Federal. It is the responsibility of the Offeror to determine the applicability of any rule, regulation or other training or certification requirement.

### Insurance:

- The winning proposer will be required to name the Authority as an additional insured and maintain the insurance for the duration of the Contract.
- The winning proposer will be required to provide a certificate of comprehensive liability and workers compensation insurance.
- Proof of such coverage's must be presented to the Authority upon request.
- Failure to maintain insurance as required during the term(s) of this Contract shall constitute a material breach thereof.

### The Agency's Reservation of Rights:

- **Right to Contract with One or Multiple Contractors.**
- **Right to retain all proposals submitted in response to this RFP**, and no firm shall be allowed to withdraw said proposal for a period of 45 days after the deadline for receiving proposals without the written consent of HAJC Contracting Officer (CO).
- **Right to Reject, Waive, or Terminate this RFP.** Reject any or all proposals, to waive any informality in this RFP process, or to terminate the RFP process at any time, if deemed by the Agency to be in its best interests.
- **Right to Not Award.** Not to award a contract pursuant to this RFP.
- **Right to Terminate.** Terminate a contract awarded pursuant to this RFP, at any time for its convenience upon ten (10) days written notice to the successful proposer(s).
- **Right to Determine Time and Location.** Determine the days, hours, and locations that the successful proposer(s) shall provide the services called for in this RFP.
- **Right to Negotiate.** Negotiate the fees proposed by the proposer entity.

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- **Right to Reject Any Proposal.** Reject and not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services.
- **No Obligation to Compensate.** Have no obligation to compensate any proposer for any costs incurred in responding to this RFP.

# Housing Authority of Jackson County

## PROPOSAL CONTENT AND FORMAT

HAJC intends to retain the firm(s) pursuant to the a “**Best Value**” basis, not a “**Low Proposal**” basis (“Best Value,” in that HAJC will, as detailed in the following section, consider factors other than cost in making an award(s). To allow for easier comparison of responses during evaluation, **all responses must contain the following tabs and include page numbers in the following format with components clearly identified by cover page:**

### **Tab 1: Executive Summary:**

The Executive Summary must include a clear statement of the respondent’s understanding of this RFP and the objectives of HAJC. At a minimum, include an outline of the proposer’s firm, identification of the proposer or proposer’s team and any sub-contractors that would be a part of the team, a description of the responsibilities of the project team, and a summary of the services to be provided.

### **Tab 2: Experience, Qualifications, and Personnel Listing:**

The proposer must provide detailed information and documentation under this section describing their relevant experience, qualifications, and personnel to perform the work. Included in this section are:

- The number of years the firm has been in practice;
- The proposer’s qualifications, relevant experience, and ability of staff to successfully perform the required services;
- The names, qualifications, education, skills, and specific experience of staff who will provide the services;

### **Tab 3: Scope of Services:**

Describe in detail how the firm will deliver the scope of services. Include a detailed description of tasks, deliverables, and timeframes as follows:

- **Hardware Specifications** - Describe in detail each item of hardware proposed, the configuration proposed, operating characteristics and any recommended and/or optional hardware.
- **Application Software Modules** - Describe the specific products and services to be provided by the vendor, including warranty information covering all software being proposed. Describe detailed features, abilities, and functions of each software module. Describe what forms and reports are included with the software. Detail any mobile applications of your software including what features are/are not accessible. Detail any document management solution included with the software.

### **Tab 4: Implementation Plan:**

Provide a detailed overview regarding the implementation of the proposed software system. Include information on system setup, training, data conversion, and installation schedule.

### **Tab 5: Technical Support:**

Provide a detailed overview of your ongoing support. Include relevant information regarding upgrades and releases.

### **Tab 6: Fee Proposal and Cost Analysis Forms (Appendix A):**

Each proposer must provide a proposed fee and cost analysis. Please note that the fee proposal for this service is inclusive of all elements required to deliver and present the scope of services as specified herein.

Vendor should provide a detailed breakdown of the following:

## Housing Authority of Jackson County

- **Software Costs:** Software costs include but are not limited to the cost for each software module or capability to include with annual maintenance fees
- **License Fees:** License fees include license fees for system software, license fees for system operating system, database, development tools, third party license fees, software license fee (by module or function), and terminal emulation license fees.
- **Training Costs:** Vendors should base training costs on providing end user training to all Housing Authority departmental members and ongoing training for new employees as they are hired.
- **Other Costs:** Include costs for services provided in the responses that are not detailed above such as project management, travel costs, consulting fees, etc. Provide a list of per diem rates for ancillary services such as analysts, project managers, and implementation specialists.

### Tab 7: Required HUD and HAJC Forms (Appendix A):

All forms must be fully completed and submitted under this section as part of the response submittal.

- COMPANY PROFILE FORM
- HUD 5369-C: CERTIFICATIONS & REPRESENTATIONS OF OFFERORS FOR NON-CONSTRUCTION CONTRACTS
- NON-COLLUSIVE AFFIDAVIT
- CLIENT REFERENCES FORM
- LIST OF SUBCONTRACTORS
- VENDOR DISCLOSURE AGREEMENT
- FAIR EMPLOYMENT PRACTICE STATEMENT
- CERTIFICATION FOR CONTRACTS, GRANTS, LOAN AND COOPERATIVE AGREEMENT
- CONTINGENT FEES STATEMENT

# Housing Authority of Jackson County

## PROPOSAL EVALUATION FACTORS

The criteria for evaluating these proposals will be based on the items set forth in the Request for Proposals (RFP). If an award is made based on this solicitation, it will be made to the top rated **responsive and responsible** "Offeror" which in the judgment of the Agency, best meets the factors presented in this RFP and the long-term goals and needs of the Agency. Additionally, a Contract resulting from this RFP shall be subject to all other requirements or restraints that may be imposed by the U.S. Department of Housing and Urban Development (HUD).

Proposals will be evaluated:

- Each response received will be first evaluated for responsiveness (i.e. meets the minimum requirements).
- Responsive submissions will then be evaluated by a HAJC review committee.
- HAJC reserves the right to invite a proposer(s) to provide a presentation to the review committee.
- Using the five (5) factors and their respective assigned values as follows:

Factor #	Factor Description	Max Point Value
<b>A</b>	<b>Software Product Strength and vendor Expertise:</b> The software meets the functional requirements listed in the RFP without requiring modification or future development and/or the vendor has the strength and experience to design and build the software.	<b>25</b>
<b>B</b>	<b>Cost:</b> Cost includes cost of software, installation, implementation, project management, and training. ROI evaluation will be calculated for hosted and on premises options.	<b>20</b>
<b>C</b>	<b>Support Service and Service Level Agreement:</b> Support services including ongoing maintenance, new releases, support of HUD mandated changes and service level agreement related to issue resolution and overall responsiveness. Other factors include change management and documentation.	<b>20</b>
<b>D</b>	<b>Implementation Methodology and Conversion Services:</b> Ability to deliver and install software within an acceptable timeframe. Only vendors with no less than 3 successful HAB/MRI conversions can score full points for this section.	<b>20</b>
<b>E</b>	<b>Training Services:</b> Training services include training approach, education options, and training with like or test system.	<b>15</b>
		<b>100</b>
	<p><b>Women and Minority Business Enterprises (W/MBE)</b> Women and Minority Business Enterprises (W/MBE) Bonus: An additional six (6) points will be added to the final score for companies that are registered as such. Businesses registered as such are required to submit a copy of their Certification to earn these additional points. The State of Oregon Office of Diversity, Equity &amp; Opportunity website has more information regarding the certification process and defines the category of individuals that can certify as a W/MBE.</p> <p><b>Minority Business Enterprise (MBE)</b> means a business enterprise that is at least 51% owned and controlled by one or more minority or socially and economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or other similar causes.</p> <p><b>Women's Business Enterprise (WBE)</b> is an independent business concern that is at least 51% owned and controlled by one or more women who are U.S. citizens or Legal Resident Aliens; whose business formation and principal place of business are in the U.S. or its territories; and whose management and daily operation is controlled by a woman with industry expertise.</p>	<b>6 bonus points</b>

# Housing Authority of Jackson County

## PROPOSAL EVALUATION METHOD

### 1. Initial Evaluation for Responsiveness:

Each proposal received will first be evaluated for responsiveness (i.e. meets the minimum of the requirements).

### 2. Evaluation Packet:

An evaluation packet will be prepared for each evaluator, including the following documents:

- Instructions to Evaluators
- Proposal Tabulation Form
- Written Narrative Form for each proposer
- Copy of all pertinent RFP documents

### 3. Evaluation Committee:

The Agency anticipates selecting a minimum of a three-person committee to evaluate each of the responsive “hard copy” proposals submitted in response to this RFP. PLEASE NOTE: No proposer shall be informed at any time during or after the RFP process as to the identity of any evaluation committee member. If, by chance, a proposer does become aware of the identity of such person(s), he/she SHALL NOT make any attempt to contact or discuss with such person anything related to this RFP. The designated Project Manager is the only person at The Agency that the proposers shall contact pertaining to this RFP. Failure to aproposale by this requirement may (and most likely will) cause such proposer(s) to be eliminated from consideration for award.

### 4. Evaluation:

The appointed evaluation committee, independent of the Contracting Officer or any other person at The Agency, shall evaluate the responsive proposals submitted and award points pertaining to Evaluation Factors. Upon final completion of the proposal evaluation process, the evaluation committee will forward the completed evaluations to the Contracting Officer.

### 5. Points Awarded Range:

Pertaining to the Subjective Factors, please note the following range of points awarded (points pertaining to this RFP) are shaded.

Points Awarded Range						
Classification*	Rating	%	10	20	30	100**
Acceptable	Excellent	95%/+	10	19-20	29-30	95-100
Acceptable	Very Good	90%/+	9	18	28	90-94
Potentially Acceptable	Good	80%/+	8	16-17	26-27	80-89
Potentially Acceptable	Average	70%/+	7	14-15	24-25	70-79
Unacceptable	Poor	<70%	0-6	0-13	0-23	0-69

\*Pursuant to Section 7.2.N.3 of HUD Procurement Handbook 7460.8 REV 2.

### 6. Potential "Competitive Range" or "Best and Finals" Negotiations:

The Agency reserves the right to, as detailed within Section 7.2.N through Section 7.2.R of HUD Procurement Handbook 7460.8 REV 2, conduct a “Best and Finals” Negotiation, which may include oral interviews, with any individual/firms deemed to be in the competitive range. Any individual/firm deemed not to be in the competitive range shall be notified of such in writing by The Agency in as timely a manner as possible, but in any case within no longer than ten (10) days after the beginning of such negotiations with the individual/firms deemed to be in the competitive range.



# Housing Authority of Jackson County

## **7. Determination of Top-ranked Proposer:**

The points awarded by the evaluation committee will be forwarded to the Project Manager who will tally each of the scoring sheets to determine the highest score.

If the evaluation was performed to the satisfaction of the Project Manager, the final rankings will be submitted for final approval and review. Contract negotiations may, at the Agency's option, be conducted prior to or after approval.

## **8. Minimum Evaluation Results:**

To be considered to receive an award, a proposer must receive a total calculated average of at least 70 points (of the 100 total possible points).

## **9. Ties:**

In the case of a tie in points awarded, the award shall be decided as detailed within Section 6.12.C of HUD Procurement Handbook 7460.8 REV 2, by "drawing lots or other random means of selection."

## **10. Notice of Results of Evaluation:**

If an award is completed, all proposers will receive by e-mail a Notice of Results of Evaluation. Such notice shall inform all proposers of:

- Which proposer received the award;
- Where each proposer placed in the process as a result of the evaluation of the proposals received;

## **11. Restrictions:**

All persons having familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a proposer entity will be excluded from participation on the Agency evaluation committee. Similarly, all persons having ownership interest in and/or contract with a proposer entity will be excluded from participation on the Agency evaluation committee.

## Housing Authority of Jackson County

### APPENDIX A

**Forms to be filled out and returned to HAJC with the proposal package.**

- COMPANY PROFILE FORM
- HUD 5369-C: CERTIFICATIONS & REPRESENTATIONS OF OFFERORS FOR NON-CONSTRUCTION CONTRACTS
- NON-COLLUSIVE AFFIDAVIT (Notarized)
- CLIENT REFERENCES FORM
- LIST OF SUBCONTRACTORS
- VENDOR DISCLOSURE AGREEMENT
- FAIR EMPLOYMENT PRACTICE STATEMENT (Notarized)
- CERTIFICATION FOR CONTRACTS, GRANTS, LOAN, AND COOPERATIVE AGREEMENT (Notarized)

# Housing Authority of Jackson County

## COMPANY PROFILE FORM

Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email: \_\_\_\_\_  
Phone: \_\_\_\_\_

### IDENTIFY PRINCIPALS / PARTNERS IN FIRM

Name	Title	% Of Ownership

Identify the individual(s) that will act as project manager(s) and any other supervisory personnel that will work on the project and submit a brief resume for each.

Name	Title

WMBE Certification Number: \_\_\_\_\_

Certified By: \_\_\_\_\_  
(NOTE: A CERTIFICATION NUMBER IS NOT REQUIRED TO PROPOSE – ENTER IF AVAILABLE)

Federal Tax ID Number: \_\_\_\_\_ State

of RI License Type and Number: \_\_\_\_\_ Worker's

Compensation Insurance Carrier: \_\_\_\_\_

Policy Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

General Liability Insurance Carrier: \_\_\_\_\_ Policy

Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Professional Liability Insurance Carrier: \_\_\_\_\_ Policy

Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

### FELONY DISCLOSURE

Has any principal(s) or any person(s) proposed to perform the work ever been convicted of a felony?

Yes ( ) / No ( )

If "Yes," please attach a full detailed explanation, including dates, circumstances, and current status.

**PLEASE NOTE:** The Agency reserves the right to not make award to any proposer that has principal or staff who has been convicted of a felony if the Agency believes that doing so is in its best interests.

### DEBARRED STATEMENT

## Housing Authority of Jackson County

Has this firm or any principal(s) ever been debarred from providing any services by the Federal Government, any state government, the State of Oregon, or any local government agency? **Yes ( ) / No ( )**

If "Yes," please attach a full detailed explanation, including dates, circumstances, and current status.

Does this firm or any principal(s) have any current / past personal or professional relationship with any Officer or Commissioner of the HAJC? **Yes ( ) / No ( )**

If "Yes," please attach a full detailed explanation, including dates, circumstances, and current status.

---

The undersigned proposer hereby states that by completing and submitting this form, he / she is verifying that all information provided herein is, to the best of his / her knowledge, true and accurate, and agrees that if the HAJC discovers that any information entered herein is false, that shall entitle the HAJC to not consider, make award, or cancel any award with the undersigned party.

**Company:** \_\_\_\_\_

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

**Printed Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

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

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

# Housing Authority of Jackson County

## NON-COLLUSIVE AFFIDAVIT

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

County of \_\_\_\_\_

\_\_\_\_\_ being first duly sworn, deposes and says:

That (he / she) is (the owner / partner / officer) of the firm of:

\_\_\_\_\_

the party making the foregoing proposal or proposal, that such proposal or proposal is genuine and not collusive or sham; that said proposer has not colluded, conspired, connived or agreed, directly or indirectly, with any proposer or person, to put in a sham proposal or to refrain from proposing, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the proposal price of affiant or of any other proposer, to fix overhead, profit, or cost element of said proposal price, or that of any other proposer, or to secure any advantage against the Housing Authority of Jackson County, Oregon, or any person interested in the proposed contract; and that all statements in said proposal or proposal are true.

Signature & Title:

\_\_\_\_\_  
**Owner:** if the proposer is an individual  
**Partner:** if the proposer is a partnership  
**Officer:** if the proposer is a corporation

**Subscribed and sworn to before me this**

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

\_\_\_\_\_  
**(Notary Public)**

**My commission expires** \_\_\_\_\_, 20\_\_\_\_



## LIST OF SUBCONTRACTORS

The Respondent must identify whether they intend to use any subcontractors for the scope of work for which it is responding and/or if the response is a joint venture with another firm. All information required from the Respondent under the preceding sections must also be included for any major Subcontractors (defined as 10% or more of project work) or from any joint venture.

---

Company Name: \_\_\_\_\_ Trade: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Email: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
SAM.gov ID Number: \_\_\_\_\_

---

Company Name: \_\_\_\_\_  
Trade: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Email: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
SAM.gov ID Number: \_\_\_\_\_

---

Company Name: \_\_\_\_\_  
Trade: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Email: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
SAM.gov ID Number: \_\_\_\_\_

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**VENDOR DISCLOSURE AGREEMENT**

Entity Completing Form: \_\_\_\_\_  
Address: \_\_\_\_\_  
Company Contact Name: \_\_\_\_\_  
Telephone: \_\_\_\_\_

The HAJC requires the following written disclosure prior to award:

Every contractor, union, or vendor that is seeking or has previously obtained a contract, change order, or individual transactions in an aggregate of \$3,000.00, shall provide to the Procurement Office a written disclosure of any conflicts of interest that may exist.

Relationship to a HAJC employee, Board Member, or Agent\* involved in making the award. A relationship can be defined as: father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister; a partner; or an organization which employs, is negotiating to employ, or has an arrangement concerning prospective employment of any of the above.

\* Agent is defined as the HAJC legal counsel

- I certify that I am not related to a HAJC employee, Board member, or Agent
- I am not aware of any relatives being employed by the HAJC
- I am related to an individual and disclose the following information:

Name(s) of Individual(s):  
Address(es) of Individual(s):

I certify that all the information above is true and complete. I also understand that if my situation changes during any contractual period, that I will disclose the change in writing to the Procurement Officer at HAJC>

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



**FAIR EMPLOYMENT PRACTICE STATEMENT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

After being first duly sworn according to law, the undersigned (Affiant) states that he/she is \_\_\_\_\_ of \_\_\_\_\_ (Offeror) and that by its employment policy, standards and practices the Offeror does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal of, laying off of any individual due to his/her race, creed, color, national origin, age sex, disability or any other protected class.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Type/Print Name

**Subscribed and sworn to before me this**

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

\_\_\_\_\_  
**(Notary Public)**

**My commission expires** \_\_\_\_\_, 20\_\_\_\_

**CERTIFICATION FOR CONTRACTS, GRANTS, LOAN, AND  
COOPERATIVE AGREEMENT**

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

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons, 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 the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

By: \_\_\_\_\_  
(Signature of Authorized Official)

\_\_\_\_\_  
(Printed Name of Authorized Official)

**Subscribed and sworn to before me this**

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

\_\_\_\_\_  
(Notary Public)

My commission expires \_\_\_\_\_, 20\_\_\_\_\_

## **APPENDIX B**

### **EEOC REQUIREMENTS**

- STANDARD FEDERAL E.E.O (EXECUTIVE ORDER 11246)
- LAWS ENFORCED BY E.E.O.C

## **STANDARD FEDERAL E.E.O (EXECUTIVE ORDER 11246)**

### **Executive Order 11246 — Equal Employment Opportunity**

SOURCE: The provisions of Executive Order 11246 of Sept. 24, 1965, appear at 30 FR 12319, 12935, 3 CFR, 1964–1965 Comp., p.339, unless otherwise noted.

Under and by virtue of the authority vested in me as President of the United States by the Constitution and statutes of the United States, it is ordered as follows:

### **PART I — NONDISCRIMINATION IN GOVERNMENT EMPLOYMENT**

[Part I superseded by EO 11478 of Aug. 8, 1969, 34 FR 12985, 3 CFR, 1966–1970 Comp., p. 803]

### **PART II - NONDISCRIMINATION IN EMPLOYMENT BY GOVERNMENT CONTRACTORS AND SUBCONTRACTORS**

#### **Subpart A – Duties of the Secretary of Labor**

SEC. 201

The Secretary of Labor shall be responsible for the administration and enforcement of Parts II and III of this Order. The Secretary shall adopt such rules and regulations and issue such orders as are deemed necessary and appropriate to achieve the purposes of Parts II and III of this Order.

[Sec. 201 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

#### **Subpart B – Contractors' Agreements**

SEC. 202

Except in contracts exempted in accordance with Section 204 of this Order, all Government contracting agencies shall include in every Government contract hereafter entered into the following provisions:

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

- a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- b. The contractor will, in all solicitations or advancements 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, sexual orientation, gender identity, or national origin.
- c. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- d. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- g. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event 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 such litigation to protect the interests of the United States.

[Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966–1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230, EO 13665 of April 8, 2014, 79 FR 20749, EO 13672 of July 21, 2014, 79 FR 42971]

#### SEC. 203

- a. Each contractor having a contract containing the provisions prescribed in Section 202 shall file, and shall cause each of his subcontractors to file, Compliance Reports with the contracting agency or the Secretary of Labor as may be directed. Compliance Reports shall be filed within such times and shall contain such information as to the practices, policies, programs, and employment policies, programs, and employment statistics of the contractor and each subcontractor, and shall be in such form, as the Secretary of Labor may prescribe.
- b. Proposers or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order, or any preceding similar Executive order, and in that event to submit, on behalf of themselves and their proposed subcontractors, Compliance Reports prior to or as an initial part of their proposal or negotiation of a contract.
- c. Whenever the contractor or subcontractor has a collective bargaining agreement or other contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the Compliance Report shall include such information as to such labor union's or agency's practices and policies affecting compliance as the Secretary of Labor may prescribe: Provided, that to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the contractor, the contractor shall so certify to the Secretary of Labor as part of its Compliance Report and shall set forth what efforts he has made to obtain such information.
- d. The Secretary of Labor may direct that any proposer or prospective contractor or subcontractor shall submit, as part of his Compliance Report, a statement in writing, signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training, with which the proposer or prospective contractor deals, with supporting information, to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this Order or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the order. In the event that the union, or the agency shall refuse to execute such a statement, the Compliance Report shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the Secretary of Labor may require.

[Sec. 203 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966–1970 Comp., p. 684; EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230, EO 13672 of July 21, 2014, 79 FR 42971]

SEC. 204

- a. The Secretary of Labor may, when the Secretary deems that special circumstances in the national interest so require, exempt a contracting agency from the requirement of including any or all of the provisions of Section 202 of this Order in any specific contract, subcontract, or purchase order.
- b. The Secretary of Labor may, by rule or regulation, exempt certain classes of contracts, subcontracts, or purchase orders (1) whenever work is to be or has been performed outside the United States and no recruitment of workers within the limits of the United States is involved; (2) for standard commercial supplies or raw materials; (3) involving less than specified amounts of money or specified numbers of workers; or (4) to the extent that they involve subcontracts below a specified tier.
- c. Section 202 of this Order shall not apply to a Government contractor or subcontractor that is a religious corporation, association, educational institution, or society, with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities. Such contractors and subcontractors are not exempted or excused from complying with the other requirements contained in this Order.
- d. The Secretary of Labor may also provide, by rule, regulation, or order, for the exemption of facilities of a contractor that are in all respects separate and distinct from activities of the contractor related to the performance of the contract: provided, that such an exemption will not interfere with or impede the effectuation of the purposes of this Order: and provided further, that in the absence of such an exemption all facilities shall be covered by the provisions of this Order.

[Sec. 204 amended by EO 13279 of Dec. 16, 2002, 67 FR 77141, 3 CFR, 2002 Comp., p. 77141 – 77144]

**Subpart C – Powers and Duties of the Secretary of Labor and the Contracting Agencies**

SEC. 205

The Secretary of Labor shall be responsible for securing compliance by all Government contractors and subcontractors with this Order and any implementing rules or regulations. All contracting agencies shall comply with the terms of this Order and any implementing rules, regulations, or orders of the Secretary of Labor. Contracting agencies shall cooperate with the Secretary of Labor and shall furnish such information and assistance as the Secretary may require.

[Sec. 205 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 206

- a. The Secretary of Labor may investigate the employment practices of any Government contractor or subcontractor to determine whether or not the contractual provisions specified in Section 202 of this Order have been violated. Such investigation shall be conducted in accordance with the procedures established by the Secretary of Labor.
- b. The Secretary of Labor may receive and investigate complaints by employees or prospective employees of a Government contractor or subcontractor which allege discrimination contrary to the contractual provisions specified in Section 202 of this Order.

[Sec. 206 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 207

The Secretary of Labor shall use his/her best efforts, directly and through interested Federal, State, and local agencies, contractors, and all other available instrumentalities to cause any labor union engaged in work under Government contracts or any agency referring workers or providing or supervising apprenticeship or training for or in the course of such work to cooperate in the implementation of the purposes of this Order. The Secretary of Labor shall, in appropriate cases, notify the EEOC, the Department of Justice, or other appropriate Federal agencies whenever it has reason to believe that the practices of any such labor organization or agency violate Title VI or Title VII of the Civil Rights Act of 1964 or other provision of Federal law.

[Sec. 207 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 208

- a. The Secretary of Labor, or any agency, officer, or employee in the executive branch of the Government designated by rule, regulation, or order of the Secretary, may hold such hearings, public or private, as the Secretary may deem advisable for compliance, enforcement, or educational purposes.
- b. The Secretary of Labor may hold, or cause to be held, hearings prior to imposing, ordering, or recommending the imposition of penalties and sanctions under this Order. No order for debarment of any contractor from further Government contracts under Section 209(6) shall be made without affording the contractor an opportunity for a hearing.

## **Subpart D – Sanctions and Penalties**

### **SEC. 209**

In accordance with such rules, regulations, or orders as the Secretary of Labor may issue or adopt, the Secretary may:

- a. Publish, or cause to be published, the names of contractors or unions which it has concluded have complied or have failed to comply with the provisions of this Order or of the rules, regulations, and orders of the Secretary of Labor.
- b. Recommend to the Department of Justice that, in cases in which there is substantial or material violation or the threat of substantial or material violation of the contractual provisions set forth in Section 202 of this Order, appropriate proceedings be brought to enforce those provisions, including the enjoining, within the limitations of applicable law, of organizations, individuals, or groups who prevent directly or indirectly, or seek to prevent directly or indirectly, compliance with the provisions of this Order.
- c. Recommend to the Equal Employment Opportunity Commission or the Department of Justice that appropriate proceedings be instituted under Title VII of the Civil Rights Act of 1964.
- d. Recommend to the Department of Justice that criminal proceedings be brought for the furnishing of false information to any contracting agency or to the Secretary of Labor as the case may be.
- e. After consulting with the contracting agency, direct the contracting agency to cancel, terminate, suspend, or cause to be cancelled, terminated, or suspended, any contract, or any portion or portions thereof, for failure of the contractor or subcontractor to comply with equal employment opportunity provisions of the contract. Contracts may be cancelled, terminated, or suspended absolutely or continuance of contracts may be conditioned upon a program for future compliance approved by the Secretary of Labor.
- f. Provide that any contracting agency shall refrain from entering into further contracts, or extensions or other modifications of existing contracts, with any noncomplying contractor, until such contractor has satisfied the Secretary of Labor that such contractor has established and will carry out personnel and employment policies in compliance with the provisions of this Order.

Pursuant to rules and regulations prescribed by the Secretary of Labor, the Secretary shall make reasonable efforts, within a reasonable time limitation, to secure compliance with the contract provisions of this Order by methods of conference, conciliation, mediation, and persuasion before proceedings shall be instituted under subsection (a)(2) of this Section, or before a contract shall be cancelled or terminated in whole or in part under subsection (a)(5) of this Section.

[Sec. 209 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

### **SEC. 210**

Whenever the Secretary of Labor makes a determination under Section 209, the Secretary shall promptly notify the appropriate agency. The agency shall take the action directed by the Secretary and shall report the results of the action it has taken to the Secretary of Labor within such time as the Secretary shall specify. If the contracting agency fails to take the action directed within thirty days, the Secretary may take the action directly.

[Sec. 210 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

### **SEC. 211**

If the Secretary shall so direct, contracting agencies shall not enter into contracts with any proposer or prospective contractor unless the proposer or prospective contractor has satisfactorily complied with the provisions of this Order or submits a program for compliance acceptable to the Secretary of Labor.

[Sec. 211 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

### **SEC. 212**

When a contract has been cancelled or terminated under Section 209(a)(5) or a contractor has been debarred from further Government contracts under Section 209(a)(6) of this Order, because of noncompliance with the contract provisions specified in Section 202 of this Order, the Secretary of Labor shall promptly notify the Comptroller General of the United States.

[Sec. 212 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

## **Subpart E – Certificates of Merit**

### **SEC. 213**

The Secretary of Labor may provide for issuance of a United States Government Certificate of Merit to employers or labor unions, or other agencies which are or may hereafter be engaged in work under Government contracts, if the Secretary is satisfied that the personnel and employment practices of the employer, or that the personnel, training, apprenticeship, membership, grievance and representation, upgrading, and other practices and policies of the labor union or other agency conform to the purposes and provisions of this Order.

### **SEC. 214**

Any Certificate of Merit may at any time be suspended or revoked by the Secretary of Labor if the holder thereof, in the judgment of the Secretary, has failed to comply with the provisions of this Order.

### **SEC. 215**

The Secretary of Labor may provide for the exemption of any employer, labor union, or other agency from any reporting requirements imposed under or pursuant to this Order if such employer, labor union, or other agency has been awarded a Certificate of Merit which has not been suspended or revoked.

## **PART III – NONDISCRIMINATION PROVISIONS IN FEDERALLY ASSISTED CONSTRUCTION CONTRACTS**

### **SEC. 301**

Each executive department and agency, which administers a program involving Federal financial assistance shall require as a condition for the approval of any grant, contract, loan, insurance, or guarantee thereunder, which may involve a construction contract, that the applicant for Federal assistance undertake and agree to incorporate, or cause to be incorporated, into all construction contracts paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to such grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the provisions prescribed for Government contracts by Section 202 of this Order or such modification thereof, preserving in substance the contractor's obligations thereunder, as may be approved by the Secretary of Labor, together with such additional provisions as the Secretary deems appropriate to establish and protect the interest of the United States in the enforcement of those obligations. Each such applicant shall also undertake and agree (1) to assist and cooperate actively with the Secretary of Labor in obtaining the compliance of contractors and subcontractors with those contract provisions and with the rules, regulations and relevant orders of the Secretary, (2) to obtain and to furnish to the Secretary of Labor such information as the Secretary may require for the supervision of such compliance, (3) to carry out sanctions and penalties for violation of such obligations imposed upon contractors and subcontractors by the Secretary of Labor pursuant to Part II, Subpart D, of this Order, and (4) to refrain from entering into any contract subject to this Order, or extension or other modification of such a contract with a contractor debarred from Government contracts under Part II, Subpart D, of this Order.

[Sec. 301 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

### **SEC. 302**

- a. "Construction contract" as used in this Order means any contract for the construction, rehabilitation, alteration, conversion, extension, or repair of buildings, highways, or other improvements to real property.
- b. The provisions of Part II of this Order shall apply to such construction contracts, and for purposes of such application the administering department or agency shall be considered the contracting agency referred to therein.
- c. The term "applicant" as used in this Order means an applicant for Federal assistance or, as determined by agency regulation, other program participant, with respect to whom an application for any grant, contract, loan, insurance, or guarantee is not finally acted upon prior to the effective date of this Part, and it includes such an applicant after he/she becomes a recipient of such Federal assistance.

### **SEC. 303**

- a. The Secretary of Labor shall be responsible for obtaining the compliance of such applicants with their undertakings under this Order. Each administering department and agency are directed to cooperate with the Secretary of Labor and to furnish the Secretary such information and assistance as the Secretary may require in the performance of the Secretary's functions under this Order.
- b. In the event an applicant fails and refuses to comply with the applicant's undertakings pursuant to this Order, the Secretary of Labor may, after consulting with the administering department or agency, take any or all of the following actions: (1) direct any administering department or agency to cancel,



terminate, or suspend in whole or in part the agreement, contract or other arrangement with such applicant with respect to which the failure or refusal occurred; (2) direct any administering department or agency to refrain from extending any further assistance to the applicant under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received by the Secretary of Labor from such applicant; and (3) refer the case to the Department of Justice or the Equal Employment Opportunity Commission for appropriate law enforcement or other proceedings.

- c. In no case shall action be taken with respect to an applicant pursuant to clause (1) or (2) of subsection (b) without notice and opportunity for hearing.

[Sec. 303 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

#### SEC. 304

Any executive department or agency which imposes by rule, regulation, or order requirements of nondiscrimination in employment, other than requirements imposed pursuant to this Order, may delegate to the Secretary of Labor by agreement such responsibilities with respect to compliance standards, reports, and procedures as would tend to bring the administration of such requirements into conformity with the administration of requirements imposed under this Order: Provided, That actions to effect compliance by recipients of Federal financial assistance with requirements imposed pursuant to Title VI of the Civil Rights Act of 1964 shall be taken in conformity with the procedures and limitations prescribed in Section 602 thereof and the regulations of the administering department or agency issued thereunder.

### **PART IV – MISCELLANEOUS**

#### SEC. 401

The Secretary of Labor may delegate to any officer, agency, or employee in the Executive branch of the Government, any function or duty of the Secretary under Parts II and III of this Order.

[Sec. 401 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

#### SEC. 402

The Secretary of Labor shall provide administrative support for the execution of the program known as the "Plans for Progress."

#### SEC. 403

- a. Executive Orders Nos. 10590 (January 19, 1955), 10722 (August 5, 1957), 10925 (March 6, 1961), 11114 (June 22, 1963), and 11162 (July 28, 1964), are hereby superseded and the President's Committee on Equal Employment Opportunity established by Executive Order No. 10925 is hereby abolished. All records and property in the custody of the Committee shall be transferred to the Office of Personnel Management and the Secretary of Labor, as appropriate.
- b. Nothing in this Order shall be deemed to relieve any person of any obligation assumed or imposed under or pursuant to any Executive Order superseded by this Order. All rules, regulations, orders, instructions, designations, and other directives issued by the President's Committee on Equal Employment Opportunity and those issued by the heads of various departments or agencies under or pursuant to any of the Executive orders superseded by this Order, shall, to the extent that they are not inconsistent with this Order, remain in full force and effect unless and until revoked or superseded by appropriate authority. References in such directives to provisions of the superseded orders shall be deemed to be references to the comparable provisions of this Order.

[Sec. 403 amended by EO 12107 of Dec. 28, 1978, 44 FR 1055, 3 CFR, 1978 Comp., p. 264]

#### SEC. 404

The General Services Administration shall take appropriate action to revise the standard Government contract forms to accord with the provisions of this Order and of the rules and regulations of the Secretary of Labor.

#### SEC. 405

This Order shall become effective thirty days after the date of this Order.

## LAWS ENFORCED BY EEOC

### Title VII of the Civil Rights Act of 1964 (Title VII)

This law makes it illegal to discriminate against someone on the basis of race, color, religion, national origin, or sex. The law also makes it illegal to retaliate against a person because the person complained about discrimination, filed a charge of discrimination, or participated in an employment discrimination investigation or lawsuit. The law also requires that employers reasonably accommodate applicants' and employees' sincerely held religious practices, unless doing so would impose an undue hardship on the operation of the employer's business.

### The Pregnancy Discrimination Act

This law amended Title VII to make it illegal to discriminate against a woman because of pregnancy, childbirth, or a medical condition related to pregnancy or childbirth. The law also makes it illegal to retaliate against a person because the person complained about discrimination, filed a charge of discrimination, or participated in an employment discrimination investigation or lawsuit.

### The Equal Pay Act of 1963 (EPA)

This law makes it illegal to pay different wages to men and women if they perform equal work in the same workplace. The law also makes it illegal to retaliate against a person because the person complained about discrimination, filed a charge of discrimination, or participated in an employment discrimination investigation or lawsuit.

### The Age Discrimination in Employment Act of 1967 (ADEA)

This law protects people who are 40 or older from discrimination because of age. The law also makes it illegal to retaliate against a person because the person complained about discrimination, filed a charge of discrimination, or participated in an employment discrimination investigation or lawsuit.

### Title I of the Americans with Disabilities Act of 1990 (ADA)

This law makes it illegal to discriminate against a qualified person with a disability in the private sector and in state and local governments. The law also makes it illegal to retaliate against a person because the person complained about discrimination, filed a charge of discrimination, or participated in an employment discrimination investigation or lawsuit. The law also requires that employers reasonably accommodate the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, unless doing so would impose an undue hardship on the operation of the employer's business.

### Sections 102 and 103 of the Civil Rights Act of 1991

Among other things, this law amends Title VII and the ADA to permit jury trials and compensatory and punitive damage awards in intentional discrimination cases.

### Sections 501 and 505 of the Rehabilitation Act of 1973

This law makes it illegal to discriminate against a qualified person with a disability in the federal government. The law also makes it illegal to retaliate against a person because the person complained about discrimination, filed a charge of discrimination, or participated in an employment discrimination investigation or lawsuit. The law also requires that employers reasonably accommodate the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, unless doing so would impose an undue hardship on the operation of the employer's business.

### The Genetic Information Nondiscrimination Act of 2008 (GINA)

**Effective – November 21, 2009.** This law makes it illegal to discriminate against employees or applicants because of genetic information. Genetic information includes information about an individual's genetic tests and the genetic tests of an individual's family members, as well as information about any disease, disorder or condition of an individual's family members (i.e. an individual's family medical history). The law also makes it illegal to retaliate against a person because the person complained about discrimination, filed a charge of discrimination, or participated in an employment discrimination investigation or lawsuit.