



BROWNSVILLE HOUSING
OPPORTUNITY
CORPORATION

Request for Quotes

PASEO PLAZA BHOC LLC AUDIT

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REQUEST FOR QUOTATION FOR SMALL PURCHASE (RFQSP)

ISSUE DATE: July 19, 2017

I. Instructions

This is an inquiry, not an order. The Brownsville Housing Opportunity Corporation (BHOC), a public facility corporation of the Housing Authority of the City of Brownsville (HACB) is seeking price quotations from qualified independent public accounting firms to audit the Paseo Plaza BHOC LLC as described in the Scope of Work. Currently, the property's fiscal year ends in December 31st and BHOC intends to transition to a fiscal year ending June 30th cycle. Please provide a price quote for the services specified in section II.

II. Specifications/Scope of Work

To perform a financial statement and compliance audit of Paseo Plaza BHOC LLC. Paseo Plaza BHOC LLC has audited beginning balances for January 1st, 2017 and therefore needs a six-month audit to transition to a fiscal year ending June 30, 2017. The Paseo Plaza BHOC LLC is composed solely of Paseo Plaza Apartments, a 184 apartment complex located at 2701 Paredes Line Road, Brownsville, Texas, 78526. Paseo Plaza is a Low Income Housing Tax Credit (LIHTC) apartment complex. The 15 year LIHTC-TDHCA compliance period has ended for this property. There is no Housing and Urban Development (HUD) contract for this property. The audit shall include all Paseo Plaza BHOC LLC financial activity.

Audit Guidelines:

BHOC has contracted with CORE Property Management Group out of Houston, Texas for the management of the property including the preparation of financials. The books of account and financial records to be audited, as well as non-financial records required for compliance testing, are maintained and located at CORE's Property Management's Main Office located at 6919 Portwest Drive, Suite 150, Houston, TX 77024. CORE's Chief Executive Officer or designee shall make these books and records available to the audit firm during normal business hours.

Services provided by the vendor must be in accordance with Generally Accepted Accounting Principles (GAAP), Government Auditing Standards (GAS) and/or Generally Accepted Auditing Standards (GAAS), BHOC and HUD policies and procedures. BHOC is a component of the HACB, and therefore, services provided must be in accordance with HACB's own HUD's timetable for submission.

Paseo Plaza BHOC LLC shall be a Single Audit as prescribed by OMB Circular A-133, Audits of States, Local Governments and Nonprofit Organizations. An A-133 audit covers the entity's financial statements, internal control systems and compliance with laws, regulations, contract provisions or grant agreements that may have a material effect on each of its major programs. A Single Audit's reporting package is required to be submitted to the Single Audit Clearinghouse. The report package includes:

- Financial Statements (including all applicable footnotes);
- Footnotes on the Summary of Significant Accounting Policies and Federal Non-Cash Assistance;
- Auditor's opinion on the financial statements and required supplementary schedules, (i.e. Schedule of Expenditure or Federal Awards, Financial Data Schedule, et al.);
- Report on Compliance and on Internal Control Over Financial Reporting based on an audit of

financial statements performed in accordance with Government Auditing Standards (GAS) and/or Generally Accepted Auditing Standards (GAAS);

- Report on Compliance with requirements applicable to each “major program” and internal control over compliance in accordance with OMB Circular A-133;
- Schedule of Expenditures of Federal Awards;
- Schedule of Findings and Questioned Costs (includes “summary of auditor’s results” and findings in the current and prior year audits);
- Corrective Action Plan;
- Data Collection Form

Financial Statements:

The statement shall be performed in accordance with audit standards listed above and shall include the following:

- Statement of Net Assets;
- Statement of Revenues, Expenses and Changes;
- Statement of Cash Flows;
- Notes to Financial Statements;
- Combining Schedule of Program Net Assets by Fund/Program;
- Combining Schedule of Program Revenues, Expenses and Changes in Net Assets;
- Schedule of Expenditures of Federal Awards;
- Pension Plan Required Supplemental Information;
- Report on Compliance with Applicable Laws, Regulations and Grant agreements for:
- Report on Internal Controls in accordance with OMB Circular, A-133.

Additional Services:

If the need for other audit services arises concerning the fiscal year under audit, the BHOC expects to be able to negotiate with the selected auditor to obtain the additional services needed.

Reports:

Auditor shall provide and/or submit reports in accordance with the audit and accounting standards listed above as follows:

- Submission of audit report no later than January 31st, 2018. Ten (10) copies, one (1) unbound original, and a soft copy in PDF format of each audit opinion, financial statements and compliance report shall be submitted to the HACB Chief Executive Officer for distribution to the BHOC Board of Directors;
- Independent Auditors’ Report on the Schedules of Actual Modernization Cost Certificate for completed and uncompleted Capital Fund Grants(s);
- Preparation of form SF-SAC, Data Collection Form for Reporting on Audits of States, Local Governments, and Non-Profit Organization;
- Preparation of the Bureau of Census Data Collection Form for submission to the Federal Audit Clearinghouse to accompany the Single Audit Report (not bound with report);
- Independent Auditor’s Management Letter to the Executive Director concerning non-reportable conditions and immaterial instances of noncompliance. This letter will also include general recommendations on observations made during the audit that could be helpful to the management of the HACB. This letter shall be provided to the Executive Director during the exit interview at the conclusion of audit fieldwork;

- The Auditor may be requested to attend a Board of Commissioners meeting to discuss material audit issues;
- Any other reports as requested by the BHOC and as required by HUD's Uniform Financial Reporting Standards (UFRS) for Public Housing Authorities.

Auditor Responsibilities:

- The Auditor shall immediately review with the HACB Chief Executive Officer any material findings or audit issues that are noted during the audit;
- The BHOC may, before or during the conduct of the audit, request changes in the scopes of the services of the Auditor to be performed under this contract. Such changes including any increase or decrease in the amount of the Auditor's report, which are mutually agreed upon by and between the BHOC and the Auditor, shall be incorporated into written amendments to the contract;
- If the Auditor ascertains the BHOC's books and records are not in a sufficiently satisfactory condition for performing an audit, the Auditor shall disclose this deficiency to the BHOC;
- Auditor shall perform audit test of BHOC preparation of the Section 8 Management and Assessment Program (SEMAP) Report and Public Housing Assessment System (PHAS) Report.

Auditor shall be required to:

- At all times, guarantee access by BHOC or any other duly authorized representatives to any books, documents, papers and records of the Auditor that are directly pertinent to the specific contract for the purpose of examination, excerpt, and/or transcription;
- Retain all pertinent records for a period of not less than three (3) years from the date of final payment and close of all pending matters.

Audit Schedule:

The Auditor agrees to adhere to the following audit schedule:

- Paseo Plaza BHOC LLC will have all books closed and ready for audit no later than August 31, 2017. Paseo Plaza BHOC LLC will provide the following documents for the audit: schedule of cash and investments, petty cash schedule, bank reconciliations, tenant accounts receivable reconciliation, fixed asset/depreciation schedules, inventory reconciliation, accounts payable reconciliation, schedule of compensated absences, schedules of loans payable and maturity schedules, payroll wage/tax reconciliation, schedule of retiree medical costs, draft schedule of modernization cost certificates -completed and uncompleted, and draft computation of payments lieu of taxes.
- Audit fieldwork shall be completed on or before December 15, 2017. The Auditor will be expected to attend an exit conference with the HACB Chief Executive Officer at the end of the fieldwork to review the management letter and discuss any management recommendations, reportable conditions and adjusting journal entries.
- Auditor shall provide, by January 10, 2018, a draft audit report to the HACB Chief Executive Officer. Within 5 working days of BHOC's final draft approval, which will be no later than January 20, 2018, the Auditor shall provide a disk of the following documents for transmission with the audited FDS: Independent Auditor's Report, top-level financial statements, notes to basic financial statements, Auditor Reports on Compliance.
- The Auditor shall perform their online review within two workdays after HACB submits the audited FDS into the HUD Real Estate Assessment Center (REAC) financial assessment system.
- The final audit report shall be issued within five (5) workdays, after HUD REAC approves the

auditFDS. BHOC will inform the firm of this date.

- The BHOC understands that generally accepted auditing standards require that the Auditor obtain a representation letter from the BHOC prior to completion of the audit and submission of the Audit Report. This representation letter requires that the Chief Executive Officer provide the Auditor with assurance based on knowledge and belief as to matters concerning the accounting records, operations and matters contained within the financial statements. Delay in providing this assurance will extend the date of completion of the audit.

III. Qualifications and Requirements

Vendor must have (or be able to obtain prior to start of work):

1. Certificate of Liability Insurance (minimum policy coverage of \$1,000,000) to cover work performed under this contract with BHOC named as an additional insured on the policy; and
2. Valid Worker's Compensation certificate

All quotes will be evaluated to determine if they meet the following minimum requirements. Any quote that does not meet the minimum criteria will not be considered.

1. **Experience:** The primary individual serving Paseo Plaza BHOC LLC must have at least five (5) years of experience in performing financial audits for properties of similar size with similar scope, specifically for LIHTC properties.
2. **References:** The vendor must provide all references for which services of similar scope have been performed within the past five (5) years. The BHOC reserves the right to contact any party that the respondent lists as a reference and to reject a quote based on past poor performance.
3. **Outstanding Complaints:** The vendor must have no outstanding or pending complaints as determined through the Better Business Bureau and State of Texas Department of Consumer Affairs, have no unsatisfactory record of performance with any public agency, and must not be barred from receiving federal contracts under the General Service Administration's Excluded Parties List System.
4. **Ability to Provide Services:** The vendor must have the ability to provide and manage the proposed services as specified in this RFQSP.
5. **License:** The vendor must be Certified Public Accountant (CPA) or CPA firm, licensed by the State of Texas.
6. **Insurance:** See Exhibit B.
7. **Other Requirements:** the vendor must meet all other requirements specified in this RFQSP.

IV. Preference Available For Qualified Low-Income Persons and Businesses That Provide Economic Opportunities to Low-Income Persons.

In accordance with 24 CFR part 135, a selection preference will be given to qualified Section 3 residents and business concerns when the contract is awarded. Individuals/organizations applying for this contract that qualify as a Section 3 resident or Section 3 business concern and meet the qualifications specified in this RFQSP are eligible for the preference. The Section 3 preference forms are optional.

V. Quote Submission Instructions

Responses to this RFQSP must be received via email by 5:00 p.m. CST on Friday, July 21, 2017. BHOC will not accept responses received after the deadline.

Responses must be provided on the response form attached to this RFQSP.
Please note that the Section 3 forms are optional. Please email your quote to:

Ms. Natali De La Cruz
Finance/Procurement Specialist
Housing Authority of the City of Brownsville
ndelacruz@hacb.us

VI. Questions Regarding This RFQSP

Questions

Questions and/or comments will be accepted via email to ndelacruz@hacb.us by 4:30 p.m. CST on Thursday, July 20, 2017. Appropriately submitted questions and the corresponding responses will be posted on the HACB website, <http://www.hacb.us/current-bids/>, no later than Thursday, July 20, 2017. Respondents are encouraged to visit the above-mentioned website on a regular basis as questions and responses may be posted at an earlier date.

VII. Timeline of Events

- | | |
|--|---------------------------------------|
| 1. Issuance of RFQSP | Wednesday, July 19, 2017 |
| 2. Deadline for Submission of Questions | Thursday, July 20, 2017, 4:30 p.m.CST |
| 3. Responses to Questions Posted on HACB Website | Thursday, July 20, 2017 |
| 4. Deadline for Submission of Quotes | Friday, July 21, 2017, 5:00 p.m. |
| 5. Anticipated Contract Award | Late July 2017. |

If a contract is awarded pursuant to this RFQSP, the contract will be awarded to the responsive and responsible vendor whose quotation provides the best value to BHOC.

Attachments:

- ☐ Exhibit A: Table 5.1 of HUD Procurement Handbook 7460.8 Rev 2: Mandatory Contract Clauses for Small Purchases Other Than Construction
- ☐ Exhibit B: Insurance Requirements
- ☐ Response to Request for Quotation for Small Purchase
- ☐ Section 3 Notice of Contracting Opportunity
- ☐ Section 3 Certification Forms (optional)

Exhibit A
TABLE 5.1 OF HUD PROCUREMENT HANDBOOK 7460.8 REV 2
MANDATORY CONTRACT CLAUSES FOR SMALL PURCHASES
OTHER THAN CONSTRUCTION

The following contract clauses are required in contracts pursuant to **24 CFR 85.36(i) and Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act**. HUD is permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy. The PHA and contractor is also subject to other Federal laws including the U.S. Housing Act of 1937, as amended, Federal regulations, and state law and regulations.

Examination and Retention of Contractor's Records. The PHA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three 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.

Right in Data and Patent Rights (Ownership and Proprietary Interest). The PHA 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 the Contract.

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.

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.

Termination for Cause and for Convenience (contracts of \$10,000 or more).

- (a) The PHA may terminate this contract in whole, or from time to time in part, for the PHA's convenience or the failure of the Contractor to fulfill the contract obligations (cause/default). The PHA 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: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the PHA all information, reports, papers, and other materials accumulated or generated in performing the contract, whether completed or in process.
- (b) If the termination is for the convenience of the PHA, the PHA 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 (cause/default), the PHA may (1) require the Contractor to deliver to it, in the manner and to the extent directed by the PHA, any work described in the Notice of Termination; (2) take over the work and prosecute the same to completion by contract of otherwise, and the Contractor shall be liable for any additional cost incurred by the PHA; and (3) withhold any payments to the Contractor, for the purpose of set-off or partial payment, as the case may be, of amounts owned by the PHA by the Contractor. In the event of termination for cause/default, the PHA shall be liable to the Contractor for reasonable costs incurred by the Contractor before the effective date of the termination. Any dispute shall be decided by the Contracting Officer.

EXHIBIT B

INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Contractor, its agents, representatives, employees, or sub-contractors.

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0 01 1001).
2. Insurance Services Office Additional Insured form (CG 20 37 or CG 20 26).
3. Insurance Services Office form number CA 00 01 06 92 covering Automobile Liability, Code 1 (any auto).
4. Workers' Compensation insurance as required by state law and Employer's Liability Insurance.
5. Professional Errors and Omissions Liability insurance appropriate to the Contractor's profession.

MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for Bodily Injury, Personal Injury, and Property Damage (including coverage for discrimination, ADA violations, and sexual molestation). If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for Bodily Injury and Property Damage.
3. Workers' Compensation (statutory) and Employer's Liability: \$1,000,000 per accident for Bodily Injury or Disease.
4. Professional Errors and Omissions Liability insurance: \$1,000,000 per occurrence.

NOTE: These limits can be attained by individual policies or by combining primary and umbrella policies.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the BHOC. At the option of the BHOC, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the BHOC, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the BHOC guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

OTHER INSURANCE PROVISIONS

The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

1. The BHOC, its officers, officials, employees, and volunteers are to be covered as additional insured with respect to liability arising out of work or operations performed by or on behalf of the Contractor; or automobiles owned, leased, hired, or borrowed by the Contractor.
2. The Contractor's insurance coverage shall be primary insurance as respects the BHOC, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the BHOC, its officers, officials, employees, or volunteers shall be excess of the Contractor's

insurance.

3. Each insurance policy required by these specifications shall be endorsed to state that coverage shall not be cancelled or materially changed, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the BHOC.
4. Maintenance of the proper insurance for the duration of the contract is a material element of the contract. Material changes in the required coverage or cancellation of the coverage shall constitute a material breach of the contract by the Contractor.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than B+: VI. Contractors must provide written verification of their insurer's rating.

VERIFICATION OF COVERAGE

Contractor shall furnish the BHOC with original certificates and amendatory endorsements effecting coverage required by these specifications. The endorsements should conform fully to the requirements. All certificates and endorsements are to be received and approved by the BHOC in sufficient time before the agreement commences to permit Contractor to remedy any deficiencies. The BHOC reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

SUB-CONTRACTORS

Use of sub-contractors must be pre-approved by the BHOC. Contractor shall include all sub-contractors as insureds under its policies or shall furnish separate insurance certificates and endorsements for each sub-contractor in a manner and in such time as to permit the BHOC to approve them before sub-contractors' work begins. All coverages for sub-contractors shall be subject to all of the requirements stated above.

Notwithstanding this provision, Contractor shall indemnify the BHOC for any claims resulting from the performance or non-performance of the Contractor's sub-contractors and/or their failure to be properly insured.

RESPONSE TO REQUEST FOR QUOTATION FOR SMALL PURCHASE

I. QUOTER INFORMATION

a. Company Name: _____

b. Contact Person: _____

c. Address: _____

d. E-Mail: _____ f. Telephone: (_____) _____

e. Do you have, or will you be able to obtain prior to the start of work: Yes No

Valid State of Texas CPA license? *Attach copy* ☐ ☐

Certificate of General Liability Insurance, Automobile Liability Insurance, Worker's Compensation Insurance, and Professional Errors and Omissions Insurance (minimum policy coverage of \$1,000,000 each as described in Exhibit B) with BHOC named as an additional insured on the policy? *Proof required upon contract award* ☐ ☐

Valid Worker's Compensation certificate? *Attach copy* ☐ ☐

g. How many years have you (or your firm) been providing auditing services to Housing Authorities?

h. List all references for which your firm has performed services of a similar size and scope within the last five (5) years. If possible, the references should demonstrate direct experience with Housing Authorities and/or public agencies.

Organization Name: _____

Contact Person: _____

Address: _____

Telephone Number: _____

E-mail Address: _____

Length of Service: _____

Nature & Scope of Services Provided: _____

Organization Name: _____

Contact Person: _____

Address: _____

Telephone Number: _____

E-mail Address: _____

Length of Service: _____

Nature & Scope of Services Provided: _____

i. Describe your firm's staffing, resources, and other information to demonstrate that your firm has the ability to provide and manage the proposed services.

II. SECTION 3 CERTIFICATION

As specified in the RFQSP, this project is subject to the requirements listed at 24 CFR part 135. In accordance with those requirements, selection preference will be given to qualified Section 3 residents and business concerns when the contract is awarded. Please see the Section 3 Determination form included with this RFQSP to determine if you are a Section 3 resident or a Section 3 business concern.

A. Are you a Section 3 resident? (this question does not apply to businesses) ☐ Yes ☐ No

B. Is your company a Section 3 business concern? ☐ Yes ☐ No

If you answered "yes" to question A or B, you must attach a completed *Certification for Residents Seeking Section 3 Preference in Training and Employment* or *Certification for Business Concerns Seeking Section 3 Preference in Contracting* to receive the preference. The certification forms are included as part of Appendix C.

III. QUOTE

j. Price Quote: \$ _____

k. Please specify the number of days the price in this quotation will be honored: _____

IV. COMMENTS, ATTACHMENTS AND SIGNATURE

l. Comments: _____
Attach _____
additional _____
pages, if _____
necessary _____

m. Please remember to attach the following documents:

- ☐ Valid State of Texas CPA license
- ☐ Valid Worker's Compensation certificate
- ☐ Section 3 Certification Form (if claiming Section 3 preference – please refer to "Notice of Contracting Opportunity to determine if you qualify)

By submitting a quote to the HACB, the firm or individual doing so ("quoter") agrees to abide by all terms and conditions listed in or referenced by the Request For Quotation For Small Purchase, including the terms and conditions within the HUD document *Table 5.1: Mandatory Contract Clauses for Small Purchases Other Than Construction*.

Signature: _____ Date: _____

NOTE:

The following forms are OPTIONAL.

You only need to complete and return these forms if you are requesting the Section 3 preference.

SECTION 3 DETERMINATION AND CERTIFICATION

Determine If You Are a Section 3 Resident or Your Business Is a Section 3 Business Concern

A. Businesses:

1. Is your business at least 51% owned by Section 3 residents? (see "B" below to determine who qualifies as a Section 3 resident)
☐ Yes. Your business IS a Section 3 business concern. Complete the form "Certification for Business Concerns Seeking Section 3 Preference in Contracting".
☐ No. Go to question 2.
2. Are at least 30% of the current, full-time employees:
 - a. currently Section 3 residents, or
 - b. were Section 3 residents within three years of the date of first employment with the business?☐ Yes. Your business IS a Section 3 business concern. Complete the form "Certification for Business Concerns Seeking Section 3 Preference in Contracting".
☐ No. Go to question 3.
3. Can you provide evidence of a commitment to subcontract more than 25% of the dollar award of all subcontracts to Section 3 business concerns as defined by questions 1 and/or 2 above?
☐ Yes. Your business IS a Section 3 business concern. Complete the form "Certification for Business Concerns Seeking Section 3 Preference in Contracting".
☐ No. Your business is NOT a Section 3 business concern.

B. Individuals:

1. Are you a resident of the Los Olivos Public Housing complex owned by the Upland Housing Authority?
☐ Yes. You ARE a Section 3 resident. Complete the form "Certification for Residents Seeking Section 3 Preference in Training and Employment".
☐ No. Go to question 2.
2. Do you live in the city of Upland?
☐ Yes. Go to question 3.
☐ No. STOP. You are NOT a Section 3 resident.
3. Is your yearly gross household income (before taxes) equal to or less than the amount listed below for your family size?

Number of people that live with you:	1	2	3	4	5	6	7	8
Yearly income must be less than:	\$37,300	\$42,650	\$47,950	\$53,300	\$57,550	\$61,850	\$66,100	\$70,350

- ☐ Yes. You ARE a Section 3 resident. Complete the form "Certification for Residents Seeking Section 3 Preference in Training and Employment".
- ☐ No. You are NOT a Section 3 resident.

If you are a Section 3 resident or your business is a Section 3 business concern, BHOC encourages you to apply for this contracting opportunity. Please note that you must attach a completed Section 3 certification form to your quote in order to receive the selection preference. The Section 3 Certification forms follow this page.

**CERTIFICATION FOR RESIDENTS
SEEKING SECTION 3 PREFERENCE IN TRAINING AND EMPLOYMENT**

PART A: GENERAL INFORMATION

Name: _____

Permanent Address: _____

Home Telephone: (_____) _____ Work/Cell/Other Telephone: (_____) _____

PART B: SECTION 3 ELIGIBILITY

Indicate the type of Section 3 status claimed.

- ☐ Category 1: Resident of Housing Authority of the City of Brownsville's Public Housing complex
- ☐ Category 2: Resident of other housing development managed by the Housing Authority of the City of Brownsville. Name of housing development: _____
- ☐ Category 3: Participant in HUD Youthbuild program within Cameron County
Name of Youthbuild Program: _____
- ☐ Other Section 3 Resident: Low-Income resident of Cameron County Address: _____

Gross annual household income (before taxes): \$ _____

Number of persons in household: _____

SECTION C: CERTIFICATION

I hereby certify that all the information I have provided on this form is true, correct, and complete to the best of my knowledge.

Name

Date

Signature

CERTIFICATION FOR BUSINESS CONCERNS SEEKING SECTION 3 PREFERENCE IN CONTRACTING

PART A: GENERAL INFORMATION

Name of Business: _____

Address of Business: _____

Contact Person: _____ Telephone Number: (_____) _____

Type of Business: ☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Joint Venture

Evidence of Business Entity (indicate which documents will be attached to this form as evidence):

- | | |
|---|---|
| <input type="checkbox"/> Copy of Articles of Incorporation | <input type="checkbox"/> Certificate of Good Standing |
| <input type="checkbox"/> Assumed Business Name Certificate | <input type="checkbox"/> Partnership Agreement |
| <input type="checkbox"/> List of owners/stockholders and % ownership | <input type="checkbox"/> Corporation Annual Report |
| <input type="checkbox"/> Organization chart with names, titles and brief function statement | <input type="checkbox"/> Latest board minutes appointing officers |
| | <input type="checkbox"/> Additional documentation |

PART B: SECTION 3 ELIGIBILITY

Indicate the type of Section 3 status claimed:

- ☐ Category 1: • 51% or more owned by residents of the HACB Public Housing complex;
 • At least 30% of full-time, permanent workforce are currently, or were within 3 years of the date of hire, residents of the HACB Public Housing complex.
- ☐ Category 2: • 51% or more owned by residents of other housing developments managed by HACB;
 • At least 30% of full-time, permanent workforce are currently, or were within 3 years of the date of hire, residents of other housing developments managed by HACB.
- ☐ Category 3: HUD Youthbuild programs being carried out within the City of Brownsville
- ☐ Category 4: • 51% or more owned by other Section 3 residents; or
 • At least 30% of full-time, permanent workforce are currently, or were within 3 years of the date of hire, other Section 3 residents; or
 • Contract more than 25% of the total amount of subcontracts to Category 1 or 2 businesses.

PART C: EVIDENCE OF ABILITY TO PERFORM

Indicate which items are attached as evidence of ability to perform successfully under the terms and conditions of the proposed contract:

- | | |
|--|---|
| <input type="checkbox"/> Current financial statement | <input type="checkbox"/> List of owned equipment |
| <input type="checkbox"/> Statement of ability to comply with public policy | <input type="checkbox"/> Work history and prior performance of the firm, including a list of all contracts for the past two years |

PART D: CERTIFICATION

I hereby certify that all the information I have provided on this form is true, correct, and complete to the best of my knowledge.

Name: _____

Date: _____

Title: _____

Signature: _____