



818 S. FLORES ST.

SAN ANTONIO, TEXAS 78204

www.saha.org

Procurement Department

REQUEST FOR PROPOSALS (RFP)

FOR

TITLE SERVICES

FOR

HOUSING AUTHORITY OF THE
CITY OF SAN ANTONIO, TEXAS
AND
AFFILIATED ENTITIES

RFP No. 1201-946-46-3704

Prepared by:

Department of Procurement
Of the
San Antonio Housing Authority
818 South Flores Street
San Antonio, Texas 78204

President & CEO Lourdes Castro Ramirez

January 2012

Request for Proposals For Title Services

The Housing Authority of the City of San Antonio, Texas and its affiliated entities d/b/a San Antonio Housing Authority ("SAHA") hereby invites proposals from independent contractors with demonstrated experience for Title Services.

As a part of our social mission and federal mandate, SAHA is committed to providing economic, training and educational opportunities to the low income individuals in the communities we serve. All contractors are required to recruit and hire low income individuals for new positions and provide training & educational opportunities to the greatest extent feasible for these individuals.

The SAN ANTONIO HOUSING AUTHORITY will hold a **non-mandatory pre-submittal meeting** and will receive Proposals for the Title Services at the times, dates and locations specified on the "**RFP Information At A GLANCE**" page. Upon closing all Proposals will be publicly opened and the submitters read aloud.

The Requests for Proposals can be obtained by calling 210-477-6059 or online at <http://www.saha.org> or <http://nahro.economicengine.com>.

Notice: Contact with members of the SAHA Board of Commissioners, or SAHA officers and employees other than the contact person shown above, by any prospective Proposer, after publication of the RFP and prior to the execution of a contract with the successful proposer(s) could result in disqualification of your proposal. In fairness to all prospective proposer(s) during the RFP process, if SAHA meets in person with anyone representing a potential provider of these services to discuss this RFP other than at the pre-submittal meeting, an addendum will be issued to address all questions so as to insure no Proposer has a competitive advantage over another. This does not exclude meetings required to conduct business not related to the RFP, or possible personal presentations after written qualifications have been received and evaluated.

HOUSING AUTHORITY OF THE
CITY OF SAN ANTONIO, TEXAS

By: _____
Lourdes Castro Ramirez
President and CEO

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RFP INFORMATION AT A GLANCE

SAHA CONTACT PERSON	Patti Earnest, Purchasing Agent 818 S. Flores San Antonio, TX 78204-1400 patti_earnest@saha.org Phone: 210-477-6170 Fax: 210-477-6167
HOW TO OBTAIN THE RFP DOCUMENTS ON THE APPLICABLE INTERNET SITE	<ol style="list-style-type: none">1. Access www.saha.org.2. Drag your pointer over "Business with SAHA" and click on "Current Bids".3. Follow the listed directions or4. Access https://nahro.economicengine.com/.
HOW TO FULLY RESPOND TO THIS RFP BY SUBMITTING A PROPOSAL SUBMITTAL	Submit 1 original with pricing in a separate sealed envelope and 3 exact copies of your proposal to the SAHA Procurement Dept. following the format as described under Item 5, Proposal Format.
DATE ISSUED	January 5, 2012
PRE-SUBMITTAL MEETING	January 24, 2012 at 10:00 A.M., SAHA Central Office, 818 S. Flores, San Antonio, TX 78204
PROPOSAL SUBMITAL RETURN & DEADLINE	February 7, 2012 11:00 A.M. Central Time SAHA Procurement Dept. 818 S. Flores, San Antonio, TX 78204
ANTICIPATED APPROVAL BY THE BOARD	March 2012

INTRODUCTION

The San Antonio Housing Authority (SAHA) is a public housing agency created by resolution of the City of San Antonio in 1938 pursuant to the Texas Housing Authorities Law (now Chapter 392 of the Texas Local Government Code) and federal law. SAHA is a unit of government and its functions are essential governmental functions. The property of SAHA is used for essential public and governmental purposes and is exempt from all taxes, including sales tax on all its purchases of supplies and services.

SAHA enters into and executes contracts and other instruments that are necessary and convenient to the exercise of its powers. SAHA maintains contractual arrangements with United States Department of Housing and Urban Development (HUD) to manage and operate its low rent public housing program and administers the Section 8 Housing Assistance Payments Programs. SAHA programs are federally funded along with development and modernization grants and rental income.

Its primary activity is the ownership and management of over 6,300 public housing units. It also administers rental assistance for almost 12,000 privately owned rental units through the Section 8 program. It operates and manages its housing developments to provide decent, safe, sanitary and affordable housing to low income families, the elderly, and the disabled, and implements various programs designed and funded by HUD.

SAHA has created a number of affiliated public facility corporations (“PFCs”) pursuant to Chapter 303 of the Texas Local Government Code (the Public Facility Corporation Act). In some instances, these PFCs own projects. In other cases, PFCs or other related entities serve as partners in partnerships that have been awarded low-income housing tax credits. SAHA’s affiliated entities own and operate over 3,000 units of affordable housing.

SAHA staff also manages the San Antonio Housing Finance Corporation (“Finance Corporation”), which is primarily a conduit issuer of bonds for developers of affordable housing projects. The Finance Corporation was created pursuant to Chapter 394 of the Texas Local Government Code (the Texas Housing Finance Corporations Act). When used herein, “SAHA” shall include its affiliated entities.

REQUEST FOR PROPOSAL

1.0 GENERAL INFORMATION

- 1.1 Statement of Purpose:** The Housing Authority of the City of San Antonio and its affiliated entities (SAHA) are seeking proposals from independent contractors with demonstrated professional competence and experience with Title Services to provide a title commitment(s), title insurance policy(s) and the recordation of warranty deed(s) for improved and unimproved property sold or purchased by SAHA and perform settlement closing proceedings for each property.
- 1.2** Prospective proposers acknowledge by downloading and receiving the RFP documents and/or by submitting a proposal that the submission of a proposal to SAHA is not a right by which to be awarded a contract, but merely is an offer by the prospective proposer to perform the requirements of the RFP documents in the event SAHA decides to consider to award a contract to that proposer.
- 1.3 Definitions:** Throughout this Request for Proposal and all resulting documents, the terms below shall be defined as follows:
- 1.3.1 “Best Value”** means that SAHA will in an evaluation of each proposal submittal, consider factors other than just cost in making the award decision.
- 1.3.2 “Contracting Officer”** when named within an RFP document shall refer to the President and CEO.
- 1.3.3 “Contract”** refers to the fully executed written agreement that ensues from the RFP. Whereas all RFP documents are included, by reference, as a part of the ensuing contract, when "contract" is referred to within an RFP document; such is referring to both the RFP documents and the ensuing contract document.
- 1.3.4 “Contract Administrator (CA)”** is the SAHA Director of Procurement or his/her designated representative.
- 1.3.5 “Contractor”** and the term "successful proposer" may be used interchangeably.
- 1.3.6 “Day(s)”** unless otherwise specified, shall refer to calendar days.
- 1.3.7 “HUD”** is the United States Department of Housing and Urban Development. HUD is the Federal agency from which SAHA receives funding; however, pertaining to this RFP, correspondences, including proposal submittals, received from each proposer must exhaust all provisions contained herein prior to contacting HUD (i.e. in the case of a protest).

- 1.3.8** “**Herein**” shall refer to all documents issued pursuant to the noted RFP, including the RFP documents and the attachments.
- 1.3.9** “**President & CEO**” is the SAHA President and Chief Executive Officer and/or Interim President and Chief Executive Officer.
- 1.3.10** “**Offer**” is the proposal submittal that the proposer delivers to SAHA in response to the RFP.
- 1.3.11** “**Offeror**” or “**Offerors**” are the proposer or proposers.
- 1.3.12** “**Parties**” When “the parties,” “both parties” or “either party” is stated within the RFP documents or the contract, such refers to SAHA and the successful proposer(s).
- 1.3.13** “**Proposal,**” “**Proposal Submittal**” and/or “**Bid**” is the "hard copy" document that the proposer is required to, as detailed within the RFP document, deliver to SAHA.
- 1.3.14** “**Protestant**” is a prospective proposer or proposer(s) who feel(s) that he/she has been treated inequitably by SAHA and wishes SAHA to correct the inequitable condition or situation. To be eligible to file a protest with SAHA pertaining to an RFP or contract, the protestant must have been involved in the RFP process in some manner as a prospective proposer or proposer.
- 1.3.15** “**Prospective Proposer,**” “**Proposer**” or “**Bidder**” A prospective proposer is a firm or individual who has been notified of the RFP solicitation and/or who has requested and/or received the RFP documents and is considering responding with a proposal; a proposer is a firm or individual who has submitted a proposal in response to the RFP. All terms and conditions shall apply equally to all prospective proposers as well as proposers, though prospective proposers may not, after the deadline set for receiving proposals, receive further notices pertaining to that RFP-meaning, certain notices are only delivered to proposers and not to prospective proposers.
- 1.3.16** “**Request For Proposals**” (RFP) is the competitive proposal process allowed by HUD, especially as defined within Chapter 7 of HUD Procurement Handbook 7460.8 REV 2.
- 1.3.17** “**RFP Document(s)**” When stated in the singular or the plural form, such refers to the body of documents, including attachments and the information posted on the www.nahroeconomicengine.com. Internet site and www.saha.org, that SAHA makes available to all prospective proposers wherein are detailed SAHA's requirements.

- 1.3.18** “SAHA” is the Housing Authority of the City of San Antonio, Texas and all its affiliated entities. Unless otherwise defined herein or within the ensuing contract, whenever the term "SAHA" is used without clearly designating a responsible SAHA staff person, the proposer(s) may assume that responsibility for that item rests with the SAHA CA.
- 1.4 Non-Mandatory Pre-Proposal Conference:** A pre-proposal conference will be held on January 24, 2012 at 10:00 a.m. Central Time at SAHA Central Office, located at 818 South Flores, San Antonio, Texas. The purpose of this conference is to assist prospective proposers in the full understanding of the RFP documents so that proposers are confident in submitting an appropriate proposal; therefore, at this conference, SAHA will conduct an overview of the RFP documents, including attachments. Because the purpose of this conference is to review the RFP documents, attendees should bring a copy of the RFP documents to this conference. **SAHA will not distribute at this conference any copies of the RFP documents.** Questions concerning the contents of the project and procedural aspects of the RFP will be answered at this time; however, the CA may require that some questions be delivered in writing prior to a response. Any questions not answered during the conference will be responded to in writing and an addendum posted on SAHA’s website: www.saha.org and <https://nahro.economicengine.com>. All prospective proposers are encouraged to attend; however, if proposers do not plan to attend the conference, any questions or request for information must be submitted in writing to the CA seven (7) days prior to the proposal submission deadline.
- 1.5 Proposal Submission Deadline: February 7, 2012** at 11:00 a.m. (Central Time) at SAHA Central Office, 818 S. Flores, San Antonio, Texas
- 1.6 Proposer’s Responsibilities-Contact with SAHA:** It is the responsibility of the proposer to address all communication and correspondences pertaining to this RFP process to the CA only. Proposers must not make inquiry or communicate with any other SAHA staff member or official (including members of the Board of Commissioners) pertaining to this RFP. Failure to abide by this requirement may be cause for SAHA to not consider a proposal submittal received from any proposer who has not followed this directive. During the RFP solicitation process, the SAHA CA will not conduct any ex parte conversations which may give one prospective proposer an advantage over other prospective proposers.
- 1.7 Type of Contract resulting from RFP:** A one (1) year firm fixed contract with the option to renew at the sole discretion of SAHA for up to four (4) additional one-year periods.

2.0 SAHA'S RESERVATION OF RIGHTS

- 2.1** SAHA reserves the right to reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed by SAHA to be in its best interests.
- 2.2** SAHA reserves the right not to award a contract pursuant to this RFP.
- 2.3** SAHA reserves the right to terminate a contract awarded pursuant to this RFP, at any time for its convenience upon 14 days written notice to the successful proposer(s).
- 2.4** SAHA reserves the right to determine the days, hours and locations that the successful proposer(s) shall provide the services called for in this RFP.
- 2.5** SAHA reserves the right to retain all proposals submitted and not permit withdrawal for a period of 90 days subsequent to the deadline for receiving proposals without the written consent from the CA.
- 2.6** SAHA reserves the right to negotiate the fees proposed by all proposers. If such negotiations are not, in the opinion of SAHA's CA successfully concluded within a reasonable timeframe as determined by SAHA, SAHA shall retain the right to end such negotiations.
- 2.7** SAHA reserves the right to 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.
- 2.8** SAHA shall have no obligation to compensate any proposer for any costs incurred in responding to this RFP.
- 2.9** SAHA reserves the right to at any time during the RFP or contract process to prohibit any further participation by a proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein. Each prospective proposer further agrees that he/she will inform SAHA's CA in writing within five (5) days of the discovery of any item that is issued thereafter by SAHA that he/she feels needs to be addressed. Failure to abide by this timeframe shall relieve SAHA, but not the prospective proposer, of any responsibility pertaining to such issue.
- 2.10** SAHA reserves the right to, prior to award, revise, change, alter or amend any of the instructions, terms, conditions, and/or specifications identified within the RFP documents issued, within any attachment or drawing, or within any addenda issued. All addenda will be posted on SAHA's website (www.saha.org) and <https://nahro.economicengine.com/>. Such changes that are issued before the proposal submission deadline shall be binding upon all prospective proposers.

- 2.11** In the case of rejection of all proposals, SAHA reserves the right to advertise for new proposals or to proceed to do the work otherwise, if in the judgment of SAHA, the best interest of SAHA will be promoted.
- 2.12** SAHA 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.
- 2.13** SAHA reserves the right to reduce or increase estimated or actual quantities in whatever amount necessary without prejudice or liability to SAHA, if:
- 2.13.1** Funding is not available,
 - 2.13.2** Legal restrictions are placed upon the expenditure of monies for this category of service or supplies; or,
 - 2.13.3** SAHA's requirements in good faith change after award of the contract.
- 2.14** SAHA reserves the right to make an award to more than one proposer based on ratings and to award with or without negotiations or a "Best and Final Offer" (BAFO).
- 2.15** SAHA reserves the right to require additional information from all proposers to determine level of responsibility. Such information shall be submitted in the form required by SAHA within two (2) days of written request.
- 2.16** SAHA reserves the right to amend the contract any time prior to contract execution.
- 2.17** SAHA reserves the right to require the Contractor to keep accurate timesheets for all employees assigned to perform any project, task, or assignment resulting from this RFP and any resulting contract.
- 2.18** SAHA reserves the right to contact any individuals, entities, or organizations that have had a business relationship with the proposer regardless of their inclusion in the reference section of the proposal submittal.
- 2.19** In the event any resulting contract is prematurely terminated due to non-performance and/or withdrawal by the Contractor, SAHA reserves the right to seek monetary restitution (to include but not limited to withholding of monies difference of a higher cost (difference between terminated Contractor's rate and new company's rate) beginning the date of Contractor's termination through the contract expiration date.

3.0 GENERAL CONDITIONS:

3.1 LICENSING:

Contractor shall be licensed as required by the jurisdiction in which the services are to be performed and the license shall be current and in good standing. Copies of the licenses shall be placed under Tab 10.

3.2 The detailed specifications are Attachment A. The selected Contractor(s) will be required to provide a title commitment(s), title insurance policy(s) and the recordation of warranty deed(s) for improved and unimproved property sold or purchased by SAHA and perform settlement closing proceedings for each property.

3.3 Contractor shall utilize Section 3 residents as defined in Attachment E to perform the requirements under this bid to the greatest extent feasible and shall document such efforts monthly. There is a 30% goal for hiring Section 3 residents on any contracts resulting from this RFP. Contractors will be evaluated on his performance at achieving this goal and such evaluation shall be a factor in future awards. Contractor must submit a detailed Section 3 utilization plan with bid. Failure to do so can result in disqualification of bid.

3.4 REGULATORY: Contractor(s) shall comply with all applicable federal, state and local laws, rules, regulations, ordinances and codes and obtain any licenses, permits or certifications required to provide the services under this RFP.

3.5 Sub-Contracting Opportunities: SAHA has determined that the potential exists for subcontracting opportunities with small, woman owned, minority, disabled veteran, and other (SWMBE) historically under-utilized businesses and requires respondents to submit information regarding their good faith efforts to recruit and utilize these business enterprises.

3.6 Responsibility for Subcontractors: All requirements for the "Prime" contractor shall also apply to any and all subcontractors. It is the Prime Contractors' responsibility to insure the compliance by the subcontractors. The Prime Contractor remains liable to SAHA for the performance and compliance of the subcontractors.

3.7 Contractor shall perform criminal history checks and drug screening tests on all prospective employees performing work under this RFP and any resulting contract and provide summaries of the results to SAHA CA if requested. Prospective employees whose criminal history check discloses a misdemeanor or felony involving public indecency or harm to persons or property will not be employed to perform work under this RFP or any resulting contract. Contractor(s) is required to perform drug screening of all employees and to

ensure acceptable test results. Criminal history and drug screening checks will be completed at the sole expense of the Contractor.

- 3.8 Contractor shall be responsible for the conduct and performance of the Contractor's employees. Contractor and Contractor's employees shall have badges or uniforms that visibly identify them as employees of Contractor at all time when on SAHA property.
- 3.9 Contractor's personnel shall be neat and conduct all work in a professional manner with minimal disturbance to the property's residents and the general public.

4.0 CONDITIONS TO PROPOSE:

4.1 **Pre-Qualification of Proposers:** Prospective proposers will not be required to pre-qualify in order to submit a proposal. However, all proposers will be required to submit adequate information showing that the proposer is qualified to perform the required work (i.e. Profile of Firm Form (Attachment D)). Failure by the prospective proposer to provide the requested information may, at SAHA's discretion, eliminate that proposer from consideration, provided that all proposers were required to submit the same information.

4.2 RFP Forms, Documents, Specifications and Drawings:

4.2.1 Prior to submitting a proposal in response to the RFP, it shall be each prospective proposer's responsibility to examine carefully and, as may be required, properly complete all documents issued pursuant to this RFP.

4.2.2 Unless otherwise instructed, specifications and drawings (if provided) do not purport to show all of the exact details of the work. They are intended to illustrate the character and extent of the performance desired under the proposed contract and may be supplemented or revised from time to time.

4.2.3 Catalogs, brand names or manufacturer's references where provided are descriptive only and indicate type and quality desired. Proposals on brands of like nature and quality will be considered unless specified otherwise. If proposing other than references, proposal submittal shall show manufacturer, brand or trade name, and other description of product offered. If other than brand(s) specified is offered, illustrations and complete description of products offered must be included in the proposal submittal. Failure to take exception to specifications or referenced data will require Contractor to furnish specified brand names, numbers, etc.

4.3 Submission and Receipt by SAHA:

4.3.1 Time for Receiving Proposals: Proposals received prior to the proposal submittal deadline at SAHA Central Offices, 818 S. Flores, San Antonio, Texas, shall be securely kept, unopened, by SAHA. The CA, whose duty it is to open such proposals, will decide when the specified time has arrive. No proposal received after the designated deadline shall be considered.

4.3.1.1 Proposers are cautioned that any proposal submittal that is time-stamped as being received by SAHA after the exact time set as the deadline for the receiving of proposals shall be returned unopened to the proposer. Any such proposals inadvertently opened shall not be considered, but shall be ruled to be invalid. No responsibility will attach to SAHA or any official or employee thereof, for the pre-opening of, or the failure to open a proposal not properly addressed and identified.

4.3.1.2 A total of one (1) original signature copy (marked "ORIGINAL") with a cover and extending tabs and three (3) exact copies (marked "COPY"), without the pricing information, of the proposal submittal, shall be placed in a sealed package with the proposer's name and return address and addressed as follows:

RFP # {Insert Number}
{Insert Exact Title of RFP}
{Insert Month, day, year, Time of Bid Opening}
The Housing Authority of the City of San Antonio
Procurement Department
818 S. Flores
San Antonio, Texas 78204

4.3.5 Withdrawal of Proposals: Bids may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before the exact time set for opening of bids. Negligence on the part of the proposer in preparing his/her proposal confers no right of withdrawal or modification of his/her proposal after such proposal has been received and opened.

4.3.5.1 Procedure to withdraw proposal submittal: A request for withdrawal of a proposal due to a purported error need not be considered by SAHA unless filed in writing by the proposer within 48 hours after the proposal deadline. Any such request shall contain a full explanation of any

purported error and shall, if requested by SAHA, be supported by the original calculations on which the proposal was computed, together with a certification and notarization thereon that such computation is the original and was prepared by the proposer or his/her agent, who must be identified on the notarized form. The foregoing shall not be construed that such withdrawal will be permitted, as SAHA retains the right to accept or reject any proposed withdrawal for a mistake.

4.4 Exceptions to Specifications:

4.4.1 A prospective proposer may take exception to any of the proposal documents or any part of the information contained therein, by submitting, in writing to the SAHA CA, at least seven (7) days prior to the proposal submission deadline, a complete and specific explanation as to what he/she is taking exception. Proposed alternate documents or information must also be included. SAHA reserves the right to agree with the prospective proposer and issue a revision to the applicable RFP requirements, or may reject the prospective proposer's request.

4.4.2 When taking exception, prospective proposers must propose services that meet the requirements of the RFP documents. Exceptions to the specification and/or approved "equal" requests may be discussed at the scheduled pre-proposal conference (if scheduled). All verbal instructions issued by the SAHA officers not already listed within the RFP documents shall only become official when issued as addenda or as a written answer issued pursuant to receipt of a written question.

5.0 FORM OF PROPOSAL: The proposal submittal shall be submitted in the following manner. Failure to submit the proposal in the manner specified may result in a premature opening of, post-opening of, or failure to open and consider that proposal, and may, at the discretion of the SAHA CA, eliminate that proposer from consideration for award.

5.1 Required Forms: All required forms furnished by SAHA as a part of the RFP document issued shall, as instructed, be fully completed and submitted by the proposer. Such forms may be completed in a legible hand-written fashion, by use of a typewriter, or may be downloaded and completed on a computer. If, during the download, a form becomes changed in any fashion, the proposer must "edit" the form back to its original form (for example, signature lines must appear on the page which the line was originally intended).

5.2 Tabbed Proposal Submittal: SAHA intends to retain the successful proposer pursuant to a “Best Value” basis, not a “Low Bid” basis. Therefore, so that SAHA can properly evaluate the proposals received, all proposals submitted in response to this RFP must be formatted in accordance with the sequence noted below. Each category must be separated by numbered index dividers and the number on the index divider must extend so that each tab can be located without opening the proposal and labeled with the corresponding tab reference noted below. None of the proposed services may conflict with any requirement SAHA has published herein or has issued by addendum.

5.2.1 Tab 1, Form of Proposal: This Form is attached hereto as Attachment B to this RFP document. This one-page Form must be fully completed, and submitted under this tab as a part of the proposal submittal. The proposed fee section of this form will be intentionally left blank in the proposal submittals. The Fee Proposal Sheet & Cost Analysis (Attachment B) must be completed separately and placed in a sealed envelope. **DO NOT INCLUDE THE PROPOSED FEE SHEET, OR COST ANALYSIS IN THE PROPOSAL SUBMITTAL. THEY MUST BE SUBMITTED SEPARATELY IN A SEALED ENVELOPE AT THE TIME OF PROPOSAL SUBMITTAL AND ATTACHED ONLY TO THE “ORIGINAL” COPY.**

5.2.2 Tab 2, HUD Forms and Conflict of Interest Questionnaire: These Forms are attached hereto as Attachment C to this RFP document and must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal.

5.2.3 Tab 3, Profile of Firm and Company Profile Form: The Profile of Firm Form and The Company Profile Form is attached hereto as Attachment D to this RFP document. This two-page Form must be fully completed, executed and submitted under this tab as a part of the proposal submittal.

5.2.4 Tab 4, Managerial Capacity and Performance: The Proposer must submit under this tab a concise description of its experience, managerial and utilization plan to deliver the proposed services, to include but not limited to:

5.2.4.1 Firm’s past history with similar services. A detailed work schedule and timeline for all services required for a typical single family home transaction, previous job listing, experience for staff assigned to the project and demonstrated ability to perform the assignment. In addition provide a brief outline of the approaches and techniques to be taken in performing the services described in the scope of work including one (1) example of a Title Commitment Policy. Provide demonstrated evidence of the capacity to handle multiple transactions simultaneously.

5.2.5 Tab 5, Client Information: The proposer shall submit three former or current clients, preferably other than SAHA, for whom the proposer has performed similar or like services to those being proposed herein. The list shall, at a minimum, include for each reference:

5.2.5.1 The client's name

5.2.5.2 The client's current telephone number and address

5.2.5.3 Description of services provided to the client

5.2.5.4 Date of services;

5.2.6 Tab 6, Joint Venture/Subcontractors: The proposer shall identify hereunder if this proposal is a joint venture or partnership with another entity. Please remember that all information required from the proposer under the proceeding tabs must also be included for any joint venture or partner. One entity must be designated as the primary contact for the joint venture or partnership in the proposal. Proposers must also provide SAHA with the name, contact information to include address, phone number, email address, core area of business, and years of expertise for each subcontractor and supplier intended to be utilized by the Proposer to perform the services requested in this RFP. Proposer must realize that the actual usage of the subcontractor will be contingent upon SAHA's prior written approval, and Proposer remains responsible to SAHA for any and all services and goods provided pursuant to this RFP and any resulting contract. If no joint venture exists or subcontractors will not be utilized, please provide this statement, "NO JOINT VENTURE/ NO SUBCONTRACTORS" Contractor intends to self perform all work in this RFP, in this section.

5.2.7 Tab 7, Section 3 Business Preference: Any Proposer claiming a Section 3 Business Preference shall under this tab include the fully completed and executed Section 3 Business Preference Certification Form attached hereto as Attachment E and any documentation required by that form. Please include all supporting documentation with the proposal. Supporting documentation includes but is not limited to income tax returns for low-income employees for whom Proposer is seeking the preference, verification of total number of full-time employees, names, addresses of low-income residents who are proposer's employees. **Note: If you qualify as a Section 3 Business Concern, your proposal will receive a preference over other proposals as specified in Attachment E.**

5.2.8 Tab 8, Small/Minority/Disadvantaged/Veteran Business Enterprise Utilization Plan: The Proposer is required to include hereunder a plan to assist SAHA in its responsibility to foster the development of small and historically under-utilized business enterprises. All subcontracting opportunities should be outlined here. **FAILURE TO PROVIDE A**

S/W/MBE PLAN MAY CAUSE THE RESPONSE TO BE DISQUALIFIED AS NON-RESPONSIVE.

5.2.9 Tab 9, Section 3 Plan: Proposers are required to submit a detailed utilization plan outlining their efforts to employ qualified Section 3 businesses or persons to assist SAHA in attaining the thirty percent goal as referenced in Attachment E. This may be satisfied by new hires, training or mentoring of Section 3 persons. **FAILURE TO PROVIDE A SECTION 3 PLAN MAY CAUSE THE RESPONSE TO BE DISQUALIFIED AS NON-RESPONSIVE.**

5.2.10 Tab 10, Financial Viability, Company Biography & Other Information: Financial viability is the capacity to perform the work without undue financial stress which would cause the Contractor to either cease operations or enter into bankruptcy. Proposer shall provide proof of financial viability which may include a copy of their most recent financial statement, a CPA prepared balance sheet that clearly show assets, liabilities, credit lines, debt or, their most recent audit, SEC filings or other documents which support the Contractor's financial health. The Proposer shall complete the company profile page that is attached or provide a brief company history including: date founded, number of employees, company headquarters location and operating locations, and past projects and accomplishments. Proposer must also include any applicable business licenses, permits, and certifications required under this tab. Escrow Officers must include a copy of an active license/certification from the Texas Department of Insurance and/or any other appropriate licensing agencies and, if an Attorney, please provide Bar Number. The proposer may also provide hereunder any other general information that the proposer believes is appropriate to assist SAHA in its evaluation. Relevant licenses shall be included under this tab.

5.3 Proposed Costs:

5.3.1 Unit Costs:

All fees are all-inclusive of all related costs that a proposer will incur to provide the noted services in compliance with this RFP, including, but not limited to: employee wages and benefits, clerical support, overhead, profit, licensing, insurance, materials, supplies, tools, equipment, long distance telephone calls, document copying and motor vehicle fuel, fully burdened.

5.4 Proposal Submittal Binding Method: It is preferable and recommended that the proposer bind the proposal submittals in such a manner that SAHA can, if needed, remove the binding (i.e. "comb-type, etc.) or remove the pages from

the cover (i.e. 3-ring binder, etc.) to make copies then return the proposal submittal to its original condition.

6.0 PROPOSAL EVALUATION:

6.1 Proposal Opening Results: It is understood by all proposers/prospective proposers that the proposals are publicly opened and the results will be a matter of public record. When SAHA has concluded all evaluations, has chosen a final top-rated proposer, has completed the award and is ready to issue such results, SAHA shall notify the successful proposer.

6.1.1 All proposal documents submitted by the proposers are generally a matter of public record unless information is deemed to be proprietary.

6.2 Evaluation: Each proposal submittal will be evaluated based upon the following information and criteria:

6.2.1 Initial Evaluation- Responsiveness: Each proposal received will first be evaluated for responsiveness (i.e., meeting the minimum requirements as stated in the RFP).

6.2.2. Evaluation- Responsibility: SAHA shall select a minimum of a three-person panel, using the criteria established below, to evaluate each of the proposals submitted in response to this RFP to determine the proposer's level of responsibility. SAHA will consider capabilities or advantages that are clearly described in the proposal that may be confirmed by oral presentations, site visits, demonstrations, and references contacted by SAHA. All proposals would be evaluated as to their overall value to SAHA.

6.2.3 Restrictions: All persons having familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a proposer will be excluded from participation on SAHA's evaluation panel. Similarly, all persons having ownership interest in and/or contract with a proposer will be excluded from participation on SAHA's evaluation panel.

6.2.4 Evaluation Criteria: The evaluation panel will use the following criteria to evaluate each proposal:

- 5 Excellent
- 4 Above Average
- 3 Average
- 2 Below Average
- 1 Poor
- 0 Non Responsive

NO.	Points	Weighted Average	CRITERION DESCRIPTION
1	0-5	60%	Management Capacity and Relevant experience: Firm's experience with providing services of this or greater scope. A detailed work schedule and timeline for all services required for a typical single family home transaction, previous job listing, experience for staff assigned to the project and demonstrated ability to perform the assignment. In addition provide a brief outline of the approaches and techniques to be taken in performing the services describe in the scope of work including one (1) example of a Title Commitment Policy. Contractor shall include all applicable certifications and licenses.
2	0-5	15%	Strength of the Section 3 Plan
3	0-5	5%	Strength of the S/W/MBE Plan
4	0-5	20%	Price proposal: Proposal Cost
		100%	Total Points for Criteria
	MAX. POINTS		HUD SECTION 3
1	5		Section 3 Preference: A firm may qualify for Section 3 status for up to an additional 5 points.
a	5		Priority I: As detailed in Attachment E
b	4		Priority II: As detailed in Attachment E
c	3		Priority III: As detailed in Attachment E
d	2		Priority IV: As detailed in Attachment E

6.2.5 Competitive Range: Once a competitive range is established from the proposals submitted, SAHA reserves the right to require Proposers within the competitive range to make a presentation to the evaluation committee. Presentations, if requested, shall be a factor in the award recommendation.

6.2.6 Burden of Proof: If requested by SAHA, it shall be the responsibility of the proposer(s) to furnish SAHA with sufficient data or physical samples, within a specified time, so that SAHA may determine if the goods or services offered conform to the specifications.

6.3 Mistake in Proposal Submitted:

6.3.1 Unless otherwise prohibited within the RFP documents, a mistake in the cost unit pricing that does not affect the total cost sum submitted may, at SAHA's discretion, be corrected by submitting a corrected cost form, together with a complete explanation in writing, of how the mistake occurred, to the SAHA CA, for his/her review. This mistake

must be corrected before the issuance of any contract documents. Such correction shall not operate to give any proposer an advantage over another.

6.4 Irregular Proposal Submittal: A proposal shall be considered irregular for any one of the following reasons, any one or more of which may, at SAHA's discretion, be reason for rejection:

6.4.1 If the forms furnished by SAHA are not used or are altered or if the proposed costs are not submitted as required and where provided.

6.4.2 If all requested completed attachments do not accompany the proposal submittal.

6.4.3 If there are unauthorized additions, conditional or alternate proposals, or irregularities of any kind which may tend to make the proposal incomplete, indefinite or ambiguous as to its meaning or give the proposer submitting the same a competitive advantage over other proposers.

6.4.4 If the proposer adds any provisions reserving the right to accept or reject any award or to enter into a contract pursuant to an award.

6.4.5 If the individual cost proposal items submitted by a specific proposer are unbalanced in the sense that the listed price of any cost item departs by more than 25% from SAHA's cost estimate for that item.

6.5 Disqualification of Proposers: Any one or more of the following shall be considered as sufficient for the disqualification of a prospective proposer and the rejection of his/her proposal:

6.5.1 Evidence of collusion among prospective proposers. Participants in such collusion will receive no recognition as bidders or proposers for any future work with SAHA until such participant shall have been reinstated as a qualified bidder or proposer. The names of all participants in such collusion shall be reported to any inquiring governmental agency.

6.5.2 More than one proposal for the same work from an individual, firm, or corporation under the same or different name(s).

6.5.3 Lack of competency, lack of experience and/or lack of adequate machinery, plant and/or other resources.

6.5.4 Unsatisfactory performance record as shown by past work for SAHA or with any other local, state or federal agency, judged from the standpoint of workmanship and progress.

- 6.5.5** Incomplete work, which in the judgment of SAHA, might hinder or prevent prompt completion of additional work, if awarded.
 - 6.5.6** Failure to pay or satisfactorily settle all bills due on former contracts still outstanding at the time of letting.
 - 6.5.7** Failure to comply with any qualification requirements of SAHA.
 - 6.5.8** Failure to list, if required, all subcontractors (if subcontractors are allowed by SAHA) who will be employed by the successful proposer(s) to complete the work of the proposed contract.
 - 6.5.9** Any reason to be determined, in good faith, to be in the best interests of SAHA.
- 6.6 Award of Proposal(s):** The award shall be to the top-rated responsive and responsible proposer(s) determined by the evaluation process, presentations (if requested), negotiations, Best & Final Offers (BAFO), SAHA's business needs, Proposer's ability to deliver within budget the specified items in a timely manner, and in SAHA's opinion, it is in the best interest to accept the proposal after preferences for Section 3 business concerns are considered. SAHA reserves the right to award multiple contracts and will not consider "All or None" proposals or bids.

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7.0 INSURANCE: If a bidder receives an award and unless otherwise waived in the Contract, the Contractor will be required to provide an original Certificate of Insurance confirming the following minimum requirements to SAHA within 10 days of contract signature:

Professional Liability	Required Limits
SAHA and its affiliates must be named as an Additional Insured and be a Certificate Holder. This is required for vendors who render observational services to SAHA such as appraisers, inspectors, attorneys, engineers or consultants.	\$1,000,000
Business Automobile Liability	Required Limits
SAHA and its affiliates must be named as an additional insured and as the certificate holder.	\$500,000 combined single limit, per occurrence
Workers Compensation and Employer's Liability	Required Limits
Workers' Compensation coverage is Statutory and has no pre-set limits. Employer's Liability limit is \$500,000 A waiver of Subrogation in favor of SAHA must be included in the Workers' Compensation policy. SAHA and its affiliates must be named as a Certificate Holder on both.	Statutory \$500,000
Commercial General Liability	Required Limits
This is required for any vendor who will be doing hands on work at SAHA properties. SAHA and its affiliates must be named as an Additional Insured and as the Certificate Holder.	\$1,000,000 per accident \$2,000,000 aggregate

8.0 RIGHT TO PROTEST:

8.1 Rights: Any prospective or actual proposer, offeror, or contractor who is allegedly aggrieved in connection with the solicitation of a proposal or award of a contract, shall have the right to protest. Such right only applies to deviations from laws, rules, regulations, or procedures. Disagreements with the evaluators' judgments as to the number of points scored are not reasons for an appeal. An alleged aggrieved protestant claiming this right is hereby informed that these regulations do not provide for administrative appeal as a matter of right for that alleged aggrieved protestant.

8.1.1 An alleged aggrieved "protestant" is a prospective proposer or proposer who feels that he/she has been treated inequitably by SAHA and wishes SAHA to correct the alleged inequitable condition or situation. To be

eligible to file a protest with SAHA pertaining to an RFP or contract, the alleged aggrieved protestant must have been involved in the RFP process in some manner as a prospective proposer (i.e. recipient of the RFP documents) when the alleged situation occurred. SAHA has no obligation to consider a protest filed by any party that does not meet these criteria.

8.2 Procedure to Protest: An alleged aggrieved protestant shall comply with the following protest procedures, and failure to comply in the manner prescribed shall automatically relieve SAHA from accepting or considering that protest:

8.2.1 The alleged aggrieved protestant must file, in writing, to the SAHA CA the exact reason for the protest, attaching any supportive data. The protestant must state within the written protest document specifically (not by inference) what action by SAHA or condition is being protested as inequitable, making, where appropriate specific reference to the RFP documents issued and including the specific citation of law, rule, regulation, or procedure upon which the protest is based. The protest document must also state the corrective action requested. Failure by the alleged aggrieved protestant to fully submit such information shall relieve SAHA from any responsibility to take any corrective action, and as a result of noncompliance, the appeal will be dismissed without further review.

8.2.2 Any actual or prospective contractor may protest the solicitation or award of a contract for material violation of SAHA's procurement policy. Any protest against a SAHA solicitation must be received before the due date for receipt of bids or proposals and any protest against the award of a contract must be received within ten calendar days after contract award or the protest will not be considered. All protests must be in writing and submitted to the Director of Procurement for a written decision. The Director of Procurement shall make a recommendation to the Contracting Officer who shall issue a written decision and findings to the Contractor within 30 days from receipt of the written protest. This decision is then appealable to the Board of Commissioners within 30 days of receipt of the written decision. Appeals which are not timely filed will not be considered and the decision becomes final. All appeals shall be marked as follows and sent to the address listed below:

APPEAL OF RFP NO. {Insert RFP # here}
San Antonio Housing Authority
Attn: Stacy Padgett
Director of Procurement
818 South Flores,
San Antonio, TX 78204

9.0 DISPUTES UNDER THE CONTRACT:

9.1 Procedures: In the event that any matter, claim, or dispute arises between the parties, whether or not related to this RFP or any resulting contract, both parties shall be subject to nonbinding mediation if agreed to by both parties within thirty days of either party making a request in writing. The parties further agree that if the matter, claim or dispute is not settled during mediation, it shall thereafter be submitted to binding arbitration. The parties shall make a good-faith attempt to mutually agree upon an arbitrator. If the parties cannot mutually agree upon an arbitrator after reasonable efforts have been exerted, then the matter, claim or dispute shall be submitted to the American Arbitration Association for final and binding arbitration. Unless extended by the arbitrator for good cause shown, the final arbitration hearing shall begin no later than two months after selection of the arbitrator.

10.0 ADDITIONAL CONSIDERATIONS:

10.1 Non-Escalation: Unless otherwise specified within the RFP documents, the unit prices reflected on the bid shall remain firm with no provision for price increases during the term of any resulting contract.

10.2 Required Permits and Licenses: Unless otherwise stated in the RFP documents, all Federal, State or local permits and licenses which may be required to provide the services ensuing from any award of this RFP, whether or not they are known to either the SAHA or the proposers at the time of the proposal submittal deadline or the award, shall be the sole responsibility of the successful proposer and all offers submitted by the proposer shall reflect all costs required by the successful proposer to procure and provide such necessary permits or licenses.

10.3 Taxes: All persons doing business with SAHA are hereby made aware that SAHA is exempt from paying Texas State Sales and Use Taxes and Federal Excise Taxes. A letter of Tax Exemption will be provided upon request.

10.4 Government Standards: It is the responsibility of the prospective proposer to ensure that all items and services proposed conform to all local, state and federal law concerning safety (OSHA) and environmental control (EPA and Bexar County Pollution Regulations) and any other enacted ordinance, code, law or regulation. The successful proposer shall be responsible for all costs incurred for compliance with any such possible ordinance, code, law or regulation. No time extensions shall be granted or financial consideration given to the successful proposer for time or monies lost due to violations of any such ordinance, code, law or regulations that may occur.

10.5 Free on Board (FOB) and Delivery: All costs submitted by the successful proposer shall reflect the cost of delivering the proposed items and/or services to the locations specified within the RFP documents or within the Contract. All

costs in the proposal submittal shall be quoted as FOB Destination, Freight Prepaid and allowed unless otherwise stated in this RFP.

10.5.1 The successful proposer agrees to deliver to the designated location(s) on or before the date as specified in the finalized contract. Failure to deliver on or before the specified date constitutes an event of default by the successful proposer. Upon default, the successful proposer agrees that SAHA may, at its option, rescind the finalized contract under the termination clause herein and seek compensatory damages as provided by law.

10.6 Work on SAHA Property: If the successful proposer's work under the contract involves operations by the successful proposer on SAHA premises, the successful proposer shall take all necessary precautions to prevent the occurrence of any injury to persons or property during the progress of such work and, shall indemnify SAHA, and their officers, agents, servants and employees against all loss which may result in any way from any act or omission of the successful proposer, its agents, employees, or subcontractors.

10.7 Estimated Quantities: Unless otherwise indicated, the quantities reflected within the RFP documents, to the best of SAHA's knowledge, reflect projected consumption data. These quantities are not meant to infer or imply actual consumption figures or quantities that will be purchased by SAHA under the finalized contract; but, pursuant to all RFP documents, these quantities will be used only as calculation figures to determine the successful proposer. SAHA makes no guarantee as to the actual quantity that will be purchased under the Contract resulting from this RFP.

10.8 Warranty:

10.8.1 The services provided under the contract shall conform to all information contained within the RFP documents as well as applicable Industry Published Technical Specifications, and if one of the above mentioned Specifications contains more stringent requirements than the other, the more stringent requirements shall apply. All services and goods provided pursuant to this RFP and the resulting contract shall be covered by the most favorable commercial warranties given to any customer for same or similar supplies or services, but in any event such goods and services shall be warranted for at least a period of two (2) years.

10.8.2 The liability of the successful proposer to SAHA (except as to title) arising out of the furnishing of services/goods under the terms of the contract shall not exceed the correcting of the defect(s) in the services/goods provided under the contract, and upon expiration of the warranty period all such liability shall terminate except under the

warranty for merchantability and the warranty of fitness for a particular purpose. However, this limitation does not preclude SAHA from seeking indirect, consequential, incidental exemplary, and liquidated damages.

- 10.9 Official, Agent and Employees of the SAHA Not Personally Liable:** It is agreed by and between the parties hereto that in no event shall any official, officer, employee, or agent of the SAHA in any way be personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this agreement.
- 10.10 Subcontractors:** Unless otherwise stated within the RFP documents, the successful proposer may not use any subcontractors to accomplish any portion of the services described within the RFP documents or the contract without the prior written permission of the SAHA CA.
- 10.11 Salaries and Expenses Relating to the Successful Proposer's Employees:** Unless otherwise stated within the RFP documents, the successful proposer shall pay all salaries and expenses of, and all Federal, Social Security taxes, Federal and State Unemployment taxes, and any similar taxes relating to its employees used in the performance of the contract. The successful proposer further agrees to comply with all Federal, State and local wage and hour laws and all licensing laws applicable to its employees or other personnel furnished under this agreement.
- 10.12 Independent Contractor:** Unless otherwise stated within the RFP documents or the contract, the successful proposer is an independent contractor. Nothing herein shall create any association, agency, partnership or joint venture between the parties hereto and neither shall have any authority to bind the other in any way.
- 10.13 Severability:** If any provision of this agreement or any portion or provision hereof applicable to any particular situation or circumstance is held invalid, the remainder of this agreement or the remainder of such provision (as the case may be), and the application thereof to other situations or circumstances shall not be affected thereby.
- 10.14 Waiver of Breach:** A waiver of either party of any terms or conditions of this agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations, and agreements contained in this agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, obligation or agreement of either party.

10.15 Time of the Essence: Time is of the essence as to each provision in which a timeframe for performance is provided in this RFP. Failure to meet these timeframes may be considered a material breach, and SAHA may pursue compensatory and/or liquidated damages under the contract.

10.16 Limitation of Liability: In no event shall SAHA be liable to the successful proposer for any indirect, incidental, consequential or exemplary damages.

10.17 Indemnity: The Contractor shall indemnify and hold harmless SAHA and its officers, agents, representatives, and employees from and against all claims, losses, damages, actions, causes of action and/or expenses resulting from, brought for, or on account of any bodily injury or death of an employee of the Contractor, its agent, or its subcontractor of any tier received or sustained by any persons or property growing out of, occurring, or attributable to any work performed under or related to this Agreement, resulting in whole or in part from the negligent acts or omissions of the Contractor, any subcontractor, or any employee, agent or representative of the Contractor or any subcontractor, **AND REGARDLESS OF WHETHER CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF SAHA. CONTRACTOR ACKNOWLEDGES AND AGREES THAT THIS INDEMNITY CONTROLS OVER ALL OTHER PROVISIONS IN THE AGREEMENT, SURVIVES TERMINATION OF THIS AGREEMENT, AND APPLIES TO CLAIMS AND LIABILITY ARISING OUT OF THE SOLE OR CONCURRENT NEGLIGENCE OF SAHA.**

Contractor shall indemnify and hold harmless SAHA, their agents, consultants and employees from and against any and all property damage claims, losses, damages, costs and expenses relating to the performance of this Agreement, including any resulting loss of use, *but only to the extent caused by the negligent acts or omissions of Contractor*, its employees, sub-subcontractors, suppliers, manufacturers, or other persons or entities for whose acts Contractor may be liable.

10.18 Public/Contracting Statutes. SAHA is a governmental entity as that term is defined in the procurement statutes. SAHA and this RFP and all resulting contracts are subject to federal, state and local laws, rules, regulations and policies relating to procurement.

10.19 Termination: Any contract resulting from this RFP may be terminated under the following conditions:

10.19.1 By mutual consent of both parties, and

10.19.2 For Termination For Cause: As detailed within Form HUD-5370, General Conditions for Construction Contracts, attached hereto:

10.19.2.1 SAHA may terminate any and all contracts for default at any time in whole or in part, if the contractor fails to perform any of the provisions of any contract, so fails to pursue the work as to endanger performance in accordance with the terms of the RFP or any resulting contracts, and after receipt of written notice from SAHA, fails to correct such failures within seven (7) days or such other period as SAHA may authorize or require.

10.19.2.1.1 Upon receipt of a notice of termination issued from SAHA, the Contractor shall immediately cease all activities under any contract resulting from this RFP, unless expressly directed otherwise by SAHA in the notice of termination.

10.19.2.1.2 SAHA may terminate any contract resulting from this RFP in whole or in part, if funding is reduced, or is not obtained and continued at levels sufficient to allow for the expenditure.

10.19.3 Termination for Convenience: In the sole discretion of the Contracting Officer, SAHA may terminate any and all contracts resulting from this RFP in whole or part upon fourteen days prior notice to the Contractor when it is determined to be in the best interest of SAHA.

10.19.4 The rights and remedies of SAHA provided under this section are not exclusive and are in addition to any other rights and remedies provided by law or under any contract.

10.19.5 In the event the resulting contract from this RFP is terminated for any reason, or upon its expiration, SAHA shall retain ownership of all work products including deliverables, source and object code, microcode, software licenses, and documentation in whatever form that may exist. In addition to any other provision, the Contractor shall transfer title and deliver to SAHA any partially completed work products, deliverables, source and object code, or documentation that the Contractor has produced or acquired in the performance of any resulting contract.

10.20 Examination and Retention of Contractor's Records: SAHA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three years after final payment under all contracts executed as a result of this RFP, 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 audits, examinations, excerpts and transcriptions.

10.21 Invoicing (If applicable):

- 10.21.1** Contractor(s) will only be allowed to invoice for the cost of services/goods in compliance with his/ her proposal or best and final offer as accepted by SAHA.
- 10.21.2** Invoices must contain a detail cost of service on invoice to include a complete description of the work or service that was performed, the contract price for each service, the purchase order number, date of service, and address of service location or delivery address to include unit or units that were serviced.
- 10.21.3** Contractor(s) must submit a separate invoice for each purchase order issued by SAHA. Each service delivery must have a separate and unique purchase order number.
- 10.21.4** Payment shall be made by SAHA's Fiscal Department within 30 days of the receipt of a properly submitted invoice and SAHA's acceptance of Contractor's work unless SAHA earns the discount for early payment offered by Contractor. One (1) original invoice with supporting documentation shall be promptly submitted, to:

San Antonio Housing Authority
Finance and Accounting
P.O. Box 830428
San Antonio, TX 78283-0428

Or

Email: accounts_payable@saha.org

- 10.21.5** Upon the Award of Contract, Contractor shall receive a request from SAHA to process all payments electronically to insure prompt and efficient payment of all invoices.
- 10.21.6** If offered by Contractor, SAHA seeks a discount for early payment. SAHA shall only take such a discount if earned.
- 10.21.7** All invoices shall be submitted to SAHA within 60 days of receipt of goods or services. SAHA reserves the right to deny payment if not invoiced within this time frame.

10.22 Interlocal Participation

- 10.22.1** SAHA may from time to time enter into Interlocal Cooperation Purchasing Agreements with other governmental entities or governmental cooperatives (hereafter collectively referred to as "Entity" or "Entities") to enhance SAHA's purchasing power. At SAHA's sole

discretion and option, SAHA may inform other Entities that they may acquire items listed in this RFP. Such acquisition(s) shall be at the prices stated herein, and shall be subject to Contractor's acceptance.

10.22.2 In no event shall SAHA be considered a dealer, remarketer, agent or other representative of Contractor or Entity. Further, SAHA shall not be considered and is not an agent; partner or representative of the Entity making purchases hereunder, and shall not be obligated or liable for any such order.

10.22.3 Purchase orders shall be submitted to Contractor by the individual Entity.

10.22.4 SAHA shall not be liable or responsible for any obligation, including but not limited to, payment and for any item or service ordered by an Entity, other than SAHA.

10.23 Right to data and Patent Rights: SAHA 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 any resulting contract, including but not limited to, reports, memoranda or letters concerning the research and reporting tasks of any resulting contract. Both parties agree to comply with HUD Bulletin 909-23, which is the Notice of Assistance Regarding Patent and Copyright Infringement.

10.24 Lobbying Certification: By proposing to do business with SAHA or by doing business with SAHA, each proposer certifies the following:

10.24.1 No Federal appropriated funds have been paid or will be paid, by or on behalf of the proposer, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of 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 any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

10.24.2 If any funds other than Federally 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 "Disclosure Form to Report Lobbying", in accordance with its instructions.

- 10.24.3** The successful proposer shall require that the language of this certification be included in the award documents for all subawards at all tiers, (including but not limited to subcontractors, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- 10.24.4** This clause is a material misrepresentation of fact upon which reliance will be placed when the award is made or a contract is entered into. The signing of a contract or acceptance of award certifies compliance with this certification, which is a prerequisite for making or entering into a contract, which is imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certifications shall be subject to civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.
- 10.25 Executive Order 11246:** For all construction contracts awarded in excess of \$10,000, both parties hereby agree to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR Chapter 60).
- 10.26 Copeland "Anti-Kickback" Act:** For all construction or repair contracts awarded, both parties hereby agree to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR Part 3).
- 10.27 Davis-Bacon Act:** For all construction contracts awarded in excess of \$2,000 when required by Federal Grant Program legislation, both parties hereby agree to comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented in Department of Labor Regulations (29 CFR Part 5) and attached wage decision.
- 10.28 Fair Labor Standards Act:** Both parties hereby agree to comply with the provisions of the Fair Labor Standards Act (29 U.S.C. 201, et seq).
- 10.29 Sections 103 and 107 of the Contract Work Hours and Safety Standards Act:** For all construction contracts awarded in excess of \$2,000 and for other contracts, which involve the employment of mechanics or laborers awarded in excess of \$2,500, both parties hereby agree to comply with the Sections 103 and 107 of the Contract Work Hours and Safety Act (40 U.S.C. 327-330) as supplemented in Department of Labor Regulations (29 CFR Part 5).
- 10.30 Clean Act Air:** For all contracts in excess of \$100,000, both parties hereby agree to comply with all applicable standards, orders or requirements issued under Section 306 of the Clean air Act (42 U.S.C. 1857 (h), Section 508 of the

Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) and any amendments.

10.31 Energy Policy and Conservation Act: Both parties hereby agree to comply with all mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 STAT. 871) and any amendments.

10.32 Executive Order 11061: Both parties agree that they will comply with this order, which directs the Secretary of HUD to take all action, which is necessary and appropriate to prevent discrimination by agencies that utilize federal funds.

10.33 Public Law 88-352, Title VI of the Civil Rights Act of 1964, and its amendments: Both parties agree that no person in the United States shall, on the basis of race, color, national origin or sex, be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity which receives federal financial assistance. SAHA hereby extends this requirement to the Contractor and its subcontractors. Specific prohibited discriminatory actions and corrective action are described in Chapter 2, Subtitle C, Title V of the Anti-Drug Abuse Act of 1988 (42 U.S.C. 19901 et. Seq.).

10.34 Public Law 90-284, Title VIII of the Civil Rights Act of 1968 and its Amendments (Fair Housing Act): Both parties agree to comply and prohibit any person from discriminating in the sale or rental of housing, the financing of housing or the provision of brokerage services, including in any way making unavailable or denying a dwelling to any person because of race, color, religion, sex or national origin. As a result, SAHA requires that the Contractor administer all programs and activities, which are related to housing and community development in such a manner as affirmatively to further fair housing.

10.35 Age Discrimination Act of 1975 and its amendments: Requires the Contractor to prohibit discrimination on the basis of age.

10.36 Anti-Drug Abuse Act of 1988 (42 U.S.C. 11901 et. seq.) and its amendments: SAHA requires Contractors to comply with this law.

10.37 HUD Information Bulletin 909-23: Contractors shall comply with the following laws and regulations:

10.37.1 Notice of Assistance Regarding Patent and Copyright Infringement

10.37.2 Clean Air and Water Certification

10.37.3 Energy Policy and Conservation Act

10.38 Copy Rights/Rights in Data SAHA has unlimited rights to any data, including computer software, developed by the Contractor in the performance of the Contract specifically:

- 10.38.1** Except as provided elsewhere in this clause, SAHA shall have unlimited rights in data first produced in the performance of this Contract; form, fit, and function data delivered under this Contract; data delivered under this Contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this Contract; and all other data delivered under this Contract unless provided otherwise for limited rights data or restricted computer software.
- 10.38.2** Contractor shall have the right to: use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this Contract, unless provided otherwise in this contract; protect from unauthorized disclosure and use those data which are limited rights data or restricted computer software to the extent provided in this contract; substantiate use of, add or correct limited rights, restricted rights, or copyright notices and to take other appropriate action in accordance with this contract; and establish claim to copyright subsisting in data first produced in the performance of this Contract to the extent provided below.
- 10.38.3** For data first produced in the performance of this Contract, the contractor may establish, without prior approval of the CA, claim to copyright subsisting in scientific or technical articles based on or containing data first produced in the performance of this Contract. The Contractor grants SAHA and others acting on its behalf a paid-up, non-exclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform or display publicly by or on behalf of SAHA.
- 10.38.4** The Contractor shall not, without the prior written permission of the CA, incorporate in data delivered under this Contract any data not first produced in the performance of this Contract and which contains copyright notice, unless the Contractor identifies such data and grants SAHA a license of the same scope as identified in the preceding paragraph.
- 10.38.5** SAHA agrees not to remove any copyright notices placed on data and to include such notices in all reproductions of the data. If any data delivered under this Contract are improperly marked, SAHA may

either at its discretion return the data to the Contractor or cancel or ignore the markings.

10.38.6 The Contractor is responsible for obtaining from its subcontractors all data and rights necessary to fulfill the Contractor's obligations under this Contract.

10.38.7 Notwithstanding any provisions to the contrary contained in the Contractor's standard commercial license or lease contract pertaining to any restricted computer software delivered under this Contract, and irrespective of whether any such contract has been proposed prior to the award of this Contract or of the fact that such contract may be affixed to or accompany the restricted computer software upon delivery, the Contractor agrees that SAHA shall have the rights set forth below to use, duplicate, or disclose any restricted computer software delivered under this Contract. The terms and conditions of any resulting contract, including any commercial lease or licensing contract shall be subject to the following procedures.

10.38.7.1 The restricted computer software delivered under a resulting contract may not be used, reproduced, or disclosed by SAHA except as provided below or as expressly stated otherwise in a resulting contract. The restricted computer software may be used accordingly:

10.38.7.1.1. Used or copied for use in or with the computers for which it was acquired, including use at any SAHA location to which such computer may be transferred;

10.38.7.1.2 Used or copied for use in or with backup computer if any computer for which it was acquired is inoperative;

10.38.7.1.3 Reproduced for safekeeping (archives) or backup purposes;

10.38.7.1.4 Modified, adapted, or combined with other computer software, provided that the modified, combined, or adapted portions of the derivative software incorporating any of the delivered, restricted computer software shall be subject to the same restrictions set forth in a resulting contract; and

10.38.7.1.5 Used or copied for use in or transferred to a replacement computer.

10.39 Additional Information: Each provision of law and each clause, which is required by law to be inserted in this RFP or any contract, shall be deemed to have been inserted herein, and this RFP and any resulting contract shall be read and enforced as though such provision or clause had been physically inserted herein. If, through mistake or otherwise, any such provision is not inserted or is inserted incorrectly, this agreement shall forthwith be physically amended to make such insertion or correction upon the application of either party. The fore-mentioned statutes, regulations and executive orders are not intended as an indication that such statute, regulation or executive order is necessary applicable nor is an omission of such statute, regulation or executive order intended to indicate that it is not applicable.

10.40 Conflicting Conditions: In the even there is a conflict between the documents comprising this RFP and any resulting contracts, the following order of precedence shall govern: (1) the more restrictive terms of either: any and all attached HUD forms and the term/conditions in the body of any resulting contract; (2) the RFP; and (3) Contractor's Response. In the event that a conflict exists between any state statute, or federal law the most restrictive terms shall apply.

10.41 Interpretations: No official oral interpretation can be made to any proposer as to the meaning of any instruction, condition, specifications, drawing (if any), or any other document issued pertaining to this RFP. Every request for an official interpretation shall be made by the prospective proposer, in writing at least seven (7) days prior to the submission deadline. Official interpretations will be issued in the form of addenda, which will be posted on www.saha.org and www.nahroeconomicengine.com; but it shall be the prospective proposer's responsibility to make inquiry as to addenda issued. All such addenda shall become a part of the RFP documents and the proposed contract with the successful proposer and all proposers shall be bound by such addenda, whether or not received by the prospective or successful proposer(s).

10.42 Contract Form: SAHA will not execute a contract on the successful proposer's form. Contracts will only be executed on SAHA's form. By submitting a proposal, the successful proposer agrees to this condition. However, SAHA will consider any contract clauses that the proposer wishes to include therein, but the failure of SAHA to include such clauses does not give the successful proposer the right to refuse to execute SAHA's contract form. It is the responsibility of each prospective proposer to notify SAHA, in writing, with the proposal submittal of any contract clauses that he/she is not willing to include in the final executed contract. SAHA will consider such clauses and determine whether or not to amend the Contract.

- 10.43 Force Majeure:** Neither SAHA nor Contractor shall be held responsible for delays or default caused by fire, flood, riot, acts of God or war where such cause was beyond, respectively, SAHA or Contractor's reasonable control. Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.
- 10.44 Immigration Reform:** By submitting a proposal Contractor certifies compliance with the Immigration Reform and Control Act of 1986 regarding employment verification and retention of verification forms for any individuals hired on or after November 6, 1986 who will perform any labor or services under any resulting contract.
- 10.45 Most Favored Customer:** The Contractor agrees that if during the term of any resulting contract, the Contractor enters into any agreement with any other governmental customer, or any non-affiliated commercial customer by which it agrees to provide equivalent services at lower prices, or additional services at comparable prices, the resulting Contract will at SAHA's option, be amended to accord equivalent advantage to SAHA.
- 10.46 Lapse in Insurance Coverage:** In the event Contractor fails to maintain insurance as required by a resulting contract, the Contractor shall immediately cure such lapse in insurance coverage at the Contractor's expense, and pay SAHA in full for all costs and expenses incurred by SAHA under this Contract as a result of Contractor's failure to maintain insurance as required, including costs and reasonable attorney's fees relating to SAHA's attempts to cure such lapse in insurance coverage. Such costs and attorney fees, not to exceed fifteen hundred and 00/100 dollars (\$1,500.00), shall be automatically deducted from monies or payments owed to Contractors. Moreover, SAHA shall retain from monies or payments owed to Contractor by SAHA five percent (5%) of the value of the Contract and place this retainage into an account to cover SAHA's potential exposure to liability during the period of such lapse. This retainage shall be held by SAHA until six (6) months after the term of the resulting contract has ended or has otherwise been terminated, cancelled or expired and shall be released if no claims are received or lawsuits filed against SAHA for any matter that should have been covered by the required insurance.

Remainder of the page left blank intentionally

ATTACHMENT A SPECIFICATIONS

TECHNICAL SPECIFICATIONS/SCOPE OF WORK

- 1.1 Contractor(s) shall comply with all applicable federal, state and local laws, rules, regulations, ordinances and codes and obtain any licenses or permits required to provide the services under this RFP.
- 1.2 Contractor(s) must provide, at Contractor(s) own expense, all labor, tools, materials, supplies and transportation, as required to provide title services as outlined in this RFP.
- 1.2 SAHA will make requests for services as outlined in this RFP on an as-needed basis in writing.
- 1.3 Contractor(s) shall provide title reports for (any or all) properties throughout the city of San Antonio.
- 1.4 Contractor shall perform the settlement closing proceedings for (any or all) properties as a contracted representative of the San Antonio Housing Authority and issue and record the warranty deed.
- 1.5 Contractor(s) services shall include but are not limited to the following
 - 1.5.1 Contractor(s) shall order a preliminary title report on the subject property and examine the public records affecting the real property and issue a preliminary title report and title commitment(s), title insurance policy(s) and record the warranty deed(s).
 - 1.5.2 Contractor(s) shall prepare the escrow instructions and required documents in accordance with the term of the sale.
 - 1.5.3 Contractor shall determine the requirements and documents needed to complete the transaction and advises the seller.
 - 1.5.4 Contractor(s) shall receive in escrow: preliminary report, payoff or assumptions statements and other related documents.
 - 1.5.5 Contractor shall determine when the transaction will be in a position to close and advises all parties.
 - 1.5.6 Contractor(s) assisted by title personnel, prepare and records the warranty deed(s), deed of trust(s) and issues the title insurance policy(s) other documents required to complete the transaction with the County Recorder and orders the title insurance policy.

- 1.5.7** Contractor(s) shall present the documents, statements, estimated closing statements and other related documents to the principal(s) for approval and signature.
- 1.5.8** Contractor shall review the proceeds of the transactions from the buyer(s) and close the escrow by preparing the final settlement statements, disbursing the proceeds to the Seller, paying off the existing encumbrances and other obligations.
- 1.5.9** Contractor(s) shall review and approve the signed documents, releases and the order for title insurance, prior to the closing date.
- 1.5.10** Contractor(s) shall deliver the appropriate statements, funds and remaining documents to the principal(s).
- 1.5.11** Contractor(s) acts as the impartial “stakeholder” or depository, in a fiduciary capacity, for all documents and monies required to complete the transaction per written instructions of all principals.
- 1.5.12** Contractor(s) hereby agrees to discuss and clarify Contractor’s observations and that these discussions will not be considered conferences and that no additional compensation shall be expected. If after such discussions, revisions are warranted, the Contractor agrees that the revisions shall be furnished at no additional charge.
- 1.5.13** Contractor(s) shall comply with all federal, state and local laws and ordinances which are applicable to the nature and scope of the work involved, including civil rights assurances. Specifically, the Contractor(s) shall comply with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat.252) and the Regulations of the Department of Commerce (15 Code of Federal Regulations, Part 8).
- 1.6** Contractor shall pay all of its employees, including any and all approved subcontractors, at least the legal minimum wages as determined by the United States Department of Labor and the United States Department of Housing and Urban Development.
- 1.7** Contractor(s) shall have work crews, qualified by training and experience, to perform the work required
- 1.8** Contractor(s) will only be allowed to invoice for the cost of services/goods in compliance with his/ her proposal or best and final offer as accepted by SAHA and may not invoice until all work is completed and accepted by SAHA as evidenced by signature on work order by SAHA Staff.

- 1.9** Contractor shall replace any employee deemed unacceptable by SAHA, within two (2) business days of written demand.
- 1.10** Contractor shall inform SAHA CA within two (2) working days of any change in contact information, including but not limited to contact personnel, mailing address, physical address, phone numbers and email addresses.
- 1.11** Contractor shall include a unit price cost to for each of the items listed on the Fee Proposal Sheet (Attachment B).
- 1.12** Resumes, licenses and qualifications of all Escrow Officers working on this project must be submitted to SAHA for review and approval prior to commencement of work.
- 1.13** Cancellation or expiration of license or Bar Number is grounds for immediate termination of any contract.

ATTACHMENT B
Form of Proposal
Proposal Fee Sheet
Cost Analysis
Proposer's Certification

FORM OF PROPOSAL

(This Form must be fully completed and placed under Tab #1 of the proposal submittal.)

INSTRUCTIONS: The items listed below must be completed and included in the Proposal unless otherwise specifically noted. Please complete this form by marking X, where provided, to indicate that the referenced information has been included. Also, complete the Section 3 Statement and the Proposer’s Statement noted on the subsequent page:

X=ITEM INCLUDED	SUBMITTAL ITEMS
_____	Tab 1 Form of Proposal (Attachment B)
_____	Tab 2 HUD Forms & Conflict of Interest Questionnaire(Attachment C)
_____	Tab 3 Profile of Firm Form (Attachment D)
_____	Tab 4 Managerial Capacity/Financial Viability
_____	Tab 5 Client Information
_____	Tab 6 Subcontractor/Joint Venture Information
_____	Tab 7 Section 3 Business Preference
_____	Tab 8 S/W/M/BE Utilization Plan
_____	Tab 9 Section 3 Business Plan
_____	Tab 10 Financial and Other Information

SECTION 3 STATEMENT

Are you claiming a Section 3 business preference? _____YES _____NO

If YES, pursuant to the Section 3 portion within the Conditions and Specifications, and pursuant to the documentation justifying such submitted under Tab 7, which priority are you claiming?

Priority I: _____

Priority II _____

Priority III _____

Priority IV _____

Proposal Fees Sheet for Title Services

PROPOSER'S STATEMENT

The undersigned proposer hereby states that by completing and submitting this Form and all other documents within this proposal submittal, he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and that if SAHA discovers that any information entered herein to be false, that shall entitle SAHA to not consider or make award or to cancel any award with the undersigned party. Further, by completing and submitting the proposal submittal, and by entering and submitting the costs where provided, the undersigned proposer is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by SAHA, in hard copy. Pursuant to all RFP Documents, all addenda, and all completed Documents submitted by proposer, including these forms and all attachments, the undersigned proposes to supply SAHA with the services described herein for the fee(s) entered within the areas provided. Contractor agrees to hold prices firm for a period of ninety (90) days.

FEE SHEET FOR TITLE SERVICES AS DETAILED IN THIS RFP

Description	Cost
1) Provide a fixed fee per property for Title Search Services	\$
2) Provide a fixed fee per property for Settlement Closing Services	\$
3) Provide a fee/rate for Title Commitment Insurance Policy per property.	\$
4) Provide a fixed fee for recordation of the Warranty Deed.	\$
5) Provide a fixed fee, if any, for expedited services, if available.	\$

Addenda Acknowledgements

Addendum #1 _____ Date _____

Addendum #2 _____ Date _____

Addendum #3 _____ Date _____

Addendum #4 _____ Date _____

Signature

Date

Printed Name

Company

E-mail address if available

Proposers Certification

By signing below, Proposer certifies that the following statements are true and correct:

1. He/she has full authority to bind Proposer and that no member of Proposer's organization is disbarred, suspended or otherwise prohibited from contracting with any federal, state or local agency;
2. Items for which bids were provided herein will be delivered as specified in the bid,
3. Proposer proposes to furnish and deliver in accordance with the terms, conditions, and specifications embodied herein, all of which terms, conditions, and specifications are hereby accepted and made a part of this bid, all materials and supplies, which are described on the bid worksheets herein and opposite of which prices have been entered, at the price or prices quoted, subject to valid price reductions as hereafter defined, as ordered for delivery, by SAHA,
4. Proposer agrees that this bid shall remain open and valid for at least a period of 90 days from the date of the Bid Opening and that this bid shall constitute an offer, which, if accepted by SAHA and subject to the terms and conditions of such acceptance, shall result in a contract between SAHA and the undersigned Proposer,
5. He/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this bid,
6. Proposer, nor the firm, corporation, partnership, or institution represented by the Proposer, or anyone acting for such firm, corporation or institution has violated the antitrust laws of the State of Texas or the Federal Antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business,
7. Proposer has not received compensation for participation in the preparation of the specifications for this RFP, and
8. The individual or business entity named in this bid is eligible to receive the specified payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate,

SIGNED: _____

(Print Name)

(Print Company Name)

(Company Phone & Fax & Email Address)

(Date)

Cost Analysis

HUD regulations require a cost analysis prior to an award of contract. Please supply the information requested below as to how the fees on the proposal fee sheet were calculated. Please provide your cost analysis for pest control services for a 3 bedroom apartment.

List each of the items below:

Labor	\$ _____
Material	\$ _____
Overhead	\$ _____
General & Administrative Expenses	\$ _____
PROFIT OR FEE	\$ _____

ATTACHMENT C
HUD FORMS & CONFLICT OF INTEREST QUESTIONNAIRE

HUD Form 5369- B
Instructions to Offerors

HUD Form 5370
General Conditions Section I & II

Conflict of Interest Questionnaire

Instructions to Offerors Non-Construction

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



- 03291 -

1. Preparation of Offers

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

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

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

2. Submission of Offers

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

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

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

3. Amendments to Solicitations

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

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

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

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

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

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

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

6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

7. Contract Award

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

(b) The HA may

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

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

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

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

8. Service of Protest

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

9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

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

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

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

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

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

1. Definitions

The following definitions are applicable to this contract:

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

2. Changes

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

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

3. Termination for Convenience and Default

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

4. Examination and Retention of Contractor's Records

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

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

5. Rights in Data (Ownership and Proprietary Interest)

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

6. Energy Efficiency

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

7. Disputes

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

8. Contract Termination; Debarment

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

9. Assignment of Contract

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

10. Certificate and Release

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

11. Organizational Conflicts of Interest

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

12. Inspection and Acceptance

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

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

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

13. Interest of Members of Congress

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

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

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

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

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

(1) Agency and legislative liaison by Own Employees.

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

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

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

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

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

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

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

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

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

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

(2) Professional and technical services.

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

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

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

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

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

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

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

(iii) Selling activities by independent sales representatives.

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

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

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

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

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

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

16. Equal Employment Opportunity

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

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

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

17. Dissemination or Disclosure of Information

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

18. Contractor's Status

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

19. Other Contractors

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

20. Liens

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

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

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

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

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

22. Procurement of Recovered Materials

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

General Conditions for Non-Construction Contracts

Section II – (With Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

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

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

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

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

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

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

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

2. Withholding of funds

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

3. Records

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

4. Apprentices and Trainees

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

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

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

5. Disputes concerning labor standards

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

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

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

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

6. Contract Work Hours and Safety Standards Act

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

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

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

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

7. Subcontracts

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

8. Non-Federal Prevailing Wage Rates

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

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date

**ATTACHMENT D
PROFILE OF FIRM FORM
COMPANY PROFILE**

PROFILE OF FIRM FORM (Attachment C)

(This Form must be fully completed and placed under Tab No. 3 of the "hard copy" tabbed proposal submittal.)

- (1) Prime ____ Joint Venture/Partner ____ Sub-contractor ____ (This form must be completed by and for each).
- (2) Name of Firm: _____ Telephone: _____ Fax: _____
- (3) Street Address, City, State, Zip: _____
- (4) Please attached a brief biography/resume of the company, including the following information:
(a) Year Firm Established; (b) Year Firm Established in [Location]; (c) Former Name and Year Established (if applicable); (d) Name of Parent Company and Date Acquired (if applicable).
- (5) Identify Principals/Partners in Firm (Provide resumes for each under Tab No. 3)

<i>NAME</i>	<i>TITLE</i>	% OF OWNERSHIP

- (6) Identify the individual(s) that will act as project manager and any other supervisory personnel that will work on project; please submit under Tab No. 3 a brief resume for each. (Do not duplicate any resumes required above):

<i>NAME</i>	<i>TITLE</i>

- (7) Bidder's Diversity Statement: You must check all of the following that apply to the ownership of this firm and enter where provided the correct percentage (%) of ownership of each:

Caucasian American (Male) _____%
 Public-Held Corporation _____%
 Government Agency _____%
 Non-Profit Organization _____%

Resident- (RBE), Minority- (MBE), or Woman-Owned (WBE) Business Enterprise (Qualifies by virtue of 51% or more ownership and active management by one or more of the following:

Resident-Owned* _____%
 African American _____%
 Native American _____%
 Hispanic American _____%
 Asian/Pacific American _____%
 Hasidic Jew _____%
 Asian/Indian American _____%

Woman-Owned (MBE) _____%
 Woman-Owned (Caucasian) _____%
 Disabled Veteran _____%
 Other (Specify): _____%

SWMBE Certification Number: _____

Certified by (Agency): _____

(NOTE: A CERTIFICATION/NUMBER NOT REQUIRED TO PROPOSE – ENTER IF AVAILABLE)

Request For Proposal (RFP)
REQUEST FOR PROPOSALS (RFP) NO.1201-946-46-3704 Title Services

PROFILE OF FIRM FORM continued (Attachment C)

(This Form must be fully completed and placed under Tab No. 3 of the "hard copy" tabbed proposal submittal.)
(Initial after each of the following where designated)

- (8) Federal Tax ID No.: _____
- (9) City of San Antonio Business License No.: _____
- (10) State of Texas License Type and No.: _____
- (11) Has your firm or any member of your firm been a party to litigation with a public entity? If yes, when, with whom and state the circumstances and any resolution.
- (12) Has your firm or any member of your firm ever sued or been sued by the San Antonio Housing Authority or its affiliated entities? If yes, when and state the circumstances and any resolution of the lawsuit.
- (13) Has your firm or any member of your firm ever had a claim brought against because of breach of contract or nonperformance? If yes, when and state the circumstances and any resolution of the matter.
- (14) Debarred Statement: Has this firm, or any principal(s) ever been debarred from providing any services by the Federal Government, any state government, the State of Texas, or any local government agency within or without the State of Texas? Yes No **Initials** _____
If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.
- (15) Disclosure Statement: Does this firm or any principals thereof have any current, past personal or professional relationship with any Commissioner or Officer of the HA? Yes No **Initials** _____
If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.
- (16) Non-Collusive Affidavit: The undersigned party submitting this proposal hereby certifies that such proposal is genuine and not collusive and that said Offerer has not colluded, conspired, connived or agreed, directly or indirectly, with any Offerer 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 Offerer, to fix overhead, profit or cost element of said proposal price, or that of any other Offerer or to secure any advantage against the SAHA or any person interested in the proposed contract; and that all statements in said proposal are true. **Initials** _____
- (17) Verification Statement: The undersigned Offerer 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 SAHA discovers that any information entered herein is false, that shall entitle the SAHA to not consider nor make award or to cancel any award with the undersigned party. **Initials** _____
- (18) In performing this contract, the contractor(s) shall comply with any and all applicable federal, state or local laws including but not limited to: Occupational Safety & Health, Equal Employment Opportunity, Immigration and Naturalization, The Americans with Disabilities Act, State Tax and Insurance Law, and the Fair Housing Act. **Initials** _____

Signature

Date

Printed Name

Company

Seal if by Corporation

Company Profile

Company Name: _____

Headquarters Location: _____

Field Office Locations: _____

Business Specialty or Focus: _____

Number of Full Time Staff: _____

Founding Date and Brief History: _____

Texas Projects and/or Clients: _____
(past & current)

Previous Housing Authority Experience: YES NO

List the Authorities: _____

ATTACHMENT E SECTION 3 GUIDELINES AND FORMS

SAN ANTONIO HOUSING AUTHORITY

SECTION 3 PROGRAM

CONTRACTOR COMPLIANCE GUIDE

BACKGROUND

The San Antonio Housing Authority (SAHA) adopted a formal Section 3 program, policy, and procedures on June 2, 2011 (Resolution 5164) to provide the framework for its compliance with Section 3 of the Housing and Urban Development (HUD) Act of 1968 which applies to all employment and economic projects funded in whole or in part by HUD.

Therefore, all prime contractors participating on a HUD-assisted project shall comply with all applicable sections of the SAHA Section 3 Program.

The objective of the SAHA Section 3 Program is to ensure to the greatest extent feasible that employment and other economic-related opportunities are directed to low- and very-low income individuals and businesses owned by such individuals.

SECTION 3 GUIDANCE

1. The SAHA Section 3 Program adopted on June 2, 2011 is hereby incorporated by reference as part of this Interim Section 3 Guidance. Notice is hereby given that it is the responsibility of bidder/proposer or contractor to ensure understanding and compliance with all applicable sections of the Section 3 Program. Bidders/proposers and/or prime contractors are directed to the SAHA website for more information on the Section 3 Program.
2. The Section 3 Program requirements apply to all HUD-assisted projects covered by Section 3 and are therefore applicable to SAHA bidders/proposers and recipients of contracts and subcontracts.
3. In order to achieve the Section 3 Program objectives, numerical goals for training/employment and subcontracting opportunities for Section 3 residents and Business Concerns have been established. The Section 3 goals (below) apply to the entire Section 3 covered project and represent minimum numerical goals set forth in the Section 3 Program. In the absence of evidence to the contrary, a contractor that meets the minimum numerical goals will be considered to have complied with the Section 3 Program requirements. SAHA reserves the right to increase project-specific goals as may be deemed appropriate by the SAHA representatives. Contractors are advised to read each solicitation carefully to determine the applicable goals for compliance. In the event the solicitation changes the goals listed below, Contractor must follow the stricter goals.

Employment: Thirty percent (30%) of new hires per contract should be Section 3 residents.

Contracting: Subcontract ten percent (10%) of the total value of a construction contract with Section 3 Business Concerns.

Professional Services: Subcontract three percent (3%) with Section 3 Business Concerns on non-construction contracts (professional services).

3. In order to ensure the greatest impact on employment, contracting and economic opportunities, SAHA contractors and subcontractors shall direct their efforts to Section 3 residents and Business Concerns on a “preference” tiered basis as follows:

Training/Employment

- a) Category 1: Residents of the housing development or developments for which the Section 3 covered assistance is expended.
- b) Category 2: Residents of the other housing developments managed by the housing authority that is expending the Section 3 covered assistance.
- c) Category 3: Participants in HUD Youthbuild programs being carried out in the metropolitan area in which the Section 3 covered assistance is expended.
- d) Other Section 3 residents.

Contracting Opportunities

- a) Category 1: Business Concerns that are 51 percent or more owned by residents of the housing development or developments for which the Section 3 covered assistance is expended, or whose full-time permanent workforce includes 30 percent of those persons as employees.
- b) Category 2: Business Concerns that are 51 percent or more owned by residents of other housing developments or developments managed by the housing authority that is expending the Section 3 covered assistance, or whose full-time permanent workforce includes 30 percent of those persons as employees.
- c) Category 3: HUD Youthbuild programs being carried out in the metropolitan area (or non-metropolitan county) in which the Section 3 covered assistance is expended.
- d) Category 4: Business concerns that are 51 percent or more owned by Section 3 residents or whose permanent, full-time workforce includes no less than 30 percent Section 3 residents, or that subcontract in excess of 25 percent of the total amount of subcontracts to Category 1 or 2 business concerns identified above.

4. To more effectively apply the Section 3 preferences, the following incentives shall be applicable to Section 3 HUD-assisted projects:

Solicitations Under \$50,000

On solicitations under \$50,000 and where two or more certified Section 3 Business Concerns are available to compete, SAHA will institute a “first source” solicitation initiative whereby two of the three solicited firms must be Section 3 Business Concerns.

Solicitations Greater than \$50,000

On Requests for Proposals the following incentives will be instituted:

- 1) A twenty percent (20%) preference will be instituted for Category 1 Section 3 Business Concerns bidding as prime contractors.
- 2) A fifteen percent (15%) preference will be instituted for Category 2 Section 3 Business Concerns bidding as prime contractors.
- 3) A ten percent (10%) preference will be instituted for Category 3 Section 3 Business Concerns bidding as prime contractors.
- 4) A five percent (5%) preference will be instituted for Category 4 Section 3 Business Concerns bidding as prime contractors.
- 5) A five percent (5%) preference will be provided to SAHA prime contractors that have achieved both the resident hires and business concern contracting goals in their immediate past contract performance within the last year.
- 6) A five percent (5%) preference will be provided to SAHA prime contractors participating in a SAHA approved Joint Venture or Mentor-Protégé program with an eligible Section 3 Business Concern.
- 7) A five percent (5%) preference will be provided to prime contractors that have formal apprenticeship programs approved by DOL and commit to training no less than ten (10) eligible Section 3 residents through such programs annually that provide no less than 250 hours of formal training.

On Invitations for Bids the following preference will be instituted:

- 1). Contractors who are certified as Section 3 Business Concerns and whose prices are within the independent cost estimate of the project and are both responsive and responsible, shall receive a preference according to the following table, where x is the amount by which the Section 3 Business Concern may be above the lowest responsive bid.

x=lesser of:
<p>When the lowest responsive bid is less than \$100,000 10% of that bid or \$9,000.</p>
<p>When the lowest responsive bid is:</p> <p>At least \$100,000, but less than \$200,000 9% of that bid, or \$16,000.</p> <p>At least \$200,000, but less than \$300,000 8% of that bid, or \$21,000.</p> <p>At least \$300,000, but less than \$400,000 7% of that bid, or \$24,000.</p>

At least \$400,000, but less than \$500,000 6% of that bid, or \$25,000.
At least \$500,000, but less than \$1 million 5% of that bid, or \$40,000.
At least \$1 million, but less than \$2 million 4% of that bid, or \$60,000.
At least \$2 million, but less than \$4 million 3% of that bid, or \$80,000.
At least \$4 million, but less than \$7 million 2% of that bid, or \$105,000.
\$7 million or more 1½% of the lowest responsive bid, with no dollar limit.

2) Where two or more Section 3 business concerns are both responsive and responsible, the Section 3 business concern with the lowest price shall receive the contract award.

A successful contractor's usage of the above preferences shall be capped annually at \$1 million dollars in the aggregate. Once a contractor has been awarded annually \$1 million dollars in contracts as a result of a preference, the contractor is no longer eligible for the above preferences for the remainder of the calendar year.

5. Bidders/proposers must either achieve the Section 3 Program employment and subcontracting goals identified above (under number 3) or demonstrate acceptable good faith efforts to achieve the numerical goals in the proposal/bid. SAHA representatives shall review and deem acceptable, in their sole determination, a bidder or proposer's good faith efforts prior to the award of the contract. Please be advised that a contractor Section 3 performance will be considered and evaluated on future SAHA contracts and will be a factor in the selection and/or contract award.
6. To ensure that the SAHA Section 3 Program benefits individuals and businesses that are eligible Section 3 residents and Business Concerns, all Section 3 resident and Business Concerns must be deemed eligible through documentation of a "Section 3 Eligibility Form" for each eligible individual or business. Notice is hereby given that it is the responsibility of the prime contractor to ensure that all participating and eligible Section 3 residents and/or Business Concerns (vendors, suppliers or subcontractors) submit the necessary information for proper SAHA status review and credit.
7. All SAHA prime contractors must submit a Section 3 program compliance report on a monthly basis in the form and content as requested by SAHA staff. This report shall document Section 3 resident and Business Concern training, employment, and subcontracting monthly performance against goals and opportunities.
8. Failure or refusal by a SAHA bidder/proposer or contractor to satisfy or comply with the Section 3 Program requirements, either during the bid/proposal process or during the term of the SAHA agreement, shall constitute a material breach of contract whereupon the contract, at the option of SAHA, may be cancelled, terminated, or suspended in whole or in part; and, the contractor debarred from further contracts with SAHA as a non-responsible contractor. SAHA may at its discretion also declare bids/proposals not complying with the Section 3 Program requirements in whole or in part nonresponsive and eliminate them from consideration of a contract award.

INTERIM PRIME CONTRACTOR COMPLIANCE REQUIREMENTS

Prime contractors participating on SAHA Section 3 HUD-assisted projects are specifically required to address and satisfy the Section 3 Program requirements described below *prior* to the award of the contract. The Section 3 Program requirements shall be applicable throughout the duration of the contract and to any amendment and renewal.

1. In the absence of evidence to the contrary, a prime contractor that meets the minimum Section 3 Program numerical goals set forth in the solicitation will be considered to have complied with the Section 3 Program requirements. A prime contractor who meets this goal must submit with the bid/proposal a “*Good Faith Effort Compliance Plan*” (**Attachment A**) by simply completing Sections A and B which present the project and contractor information and goal commitment information respectfully.
2. In evaluating compliance, a prime contractor that *has not* met the numerical goals set forth in the solicitation has the burden of fully demonstrating its efforts to achieve the Section 3 goals through the submittal and approval of a “*Good Faith Effort Compliance Plan*” (**Attachment A**) to include completion of Sections A, B and C which must be included with the bid/proposal. SAHA representatives shall review and determine in their sole discretion whether a bidder or proposer’s (contractor) good faith effort compliance plan achieves the Section 3 Program goals and objectives. A responsive good faith effort compliance plan shall address all questions in Sections A, B and C and describe the concrete efforts that were taken and will be taken to reach numerical goals in hiring/employment, training, and contracting. The final agreed-upon plan shall become part of the SAHA contract.
3. SAHA reserves the right to disregard bids/proposals as non-responsive bids and proposals which fail to demonstrate a good faith effort towards compliance with the Section 3 Program requirements.
4. As required under the Section 3 Program’s contractual clause, prime contractors specifically agree to include the Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agree to take appropriate action, as provided in an applicable provision of the subcontract or in the Section 3 Clause, upon a finding that a subcontractor is in violation of the regulations in 24 CFR Part 135. A prime contractor shall not subcontract with any subcontractor where the bidder/proposer has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
5. Prime contractors shall submit a properly completed and executed “Section 3 Eligibility Form” for all participating Section 3 residents and/or Section 3 Business Concerns (**Attachment B**). It is the responsibility of the prime contractor to ensure that eligible Section 3 residents and Business Concerns submit all necessary information for SAHA review and credit, to include an eligible Section 3 prime contractor, if applicable.

6. Prime contractors requesting a Section 3 Program preference based upon employment or ownership interest shall submit a properly completed and executed Section 3 Eligibility Forms for all employees and owners who qualify, and provide any supporting documentation that may subsequently be required by SAHA. Prime contractors and subcontractors must employ any Section 3 residents full-time for not less than one month prior to the submittal of the bid/proposal in order for the prime contractor to receive credit for employing the Section 3 resident for a preference.
7. Notwithstanding the fact that a prime contractor may have the capability to complete a total project with its own workforce and without the use of subcontractors, all SAHA prime contractors on a HUD-assisted project shall be required to achieve the Section 3 Program numerical goals or demonstrate a good faith effort to achieve those goals within the industry. Should the need arise to hire or subcontract during the term of a contract, the hiring and/or subcontracting goals shall still be applicable and the training component remains in force.
8. All changes to the original list of subcontractors submitted with the bid or proposal shall be submitted for review and approval in accordance with SAHA's procedures when adding, changing, or deleting subcontractors/sub-consultants. Prime contractors are required to make a good faith effort to replace any Section 3 Business Concern with another eligible Section 3 Business Concern. SAHA may deny such requests when it finds that a prime contractor fails to provide acceptable justification or when the effect of such change would dilute a preference received on a HUD-assisted contract.
9. All prime contractors participating on a HUD-assisted project shall submit a Section 3 Performance Report no later than the third business day of the following month detailing Section 3 employment and contracting activity not only for themselves but also all subcontractors on the project. The report is to also detail training and other economic opportunity activities by the prime contractor and subcontractors.

SAN ANTONIO HOUSING AUTHORITY

SECTION 3 PROGRAM GOOD FAITH EFFORT COMPLIANCE PLAN

INSTRUCTION SHEET

Please read these instructions carefully before completing the required *Section 3 Good Faith Effort Compliance Plan* document. These instructions are designed to assist bidders/proposers document Section 3 Program compliance or present a detailed good faith effort towards compliance.

Questions regarding completion of the *Section 3 Good Faith Effort Compliance Plan* document should be directed to: Stacy Padgett, Director of Procurement at 210-477-6171.

- A. Bidders/proposers are required to make sincere efforts to achieve the Section 3 Program numerical goals as specified in solicitation documents. A bidder's/proposer's approved Section 3 Good Faith Effort Compliance Plan will be monitored throughout the duration of the SAHA contractual term.
- B. Contractor shall submit a Section 3 Good Faith Effort Compliance Plan at the time of bid/proposal submittal in order to be considered responsive.
- C. This Section 3 Good Faith Effort Compliance Plan is subject to SAHA's review and approval. SAHA may at its sole discretion approve or disapprove the plan. SAHA's determination is administratively appealable to the CEO and to the Board of Commissioners pursuant to SAHA's Section 3 Program, Policy & Procedures.
- D. All bidders/proposers are to complete *Section A, Bidder/Proposer Information, Section B, Section 3 Goals and Contractor Commitment, Section D Section 3 Compliance Certification, ATTACHMENT A Assigned Project Workforce and ATTACHMENT B Subcontractor and Supplier's Listing..* Should the bidder/proposer *not achieve* the Section 3 training and employment and contract opportunity goals as stated within the solicitation, Bidder/Proposer must additionally complete and submit Section C, Good Faith Efforts with accompanying Attachment C *Good Faith Effort Compliance with all supporting documentation* with the bid or proposal.
- E. SAHA requires all Section 3 residents and/or Business Concerns to certify or submit evidence to SAHA, prime contractor, or subcontractor, that the person or business is Section 3 eligible. SAHA has developed a form specifically for this purpose ("Section 3 Eligibility"). It is the responsibility of the Prime Contractor to submit these forms to SAHA.

**SAN ANTONIO HOUSING AUTHORITY
SECTION 3 PROGRAM GOOD FAITH EFFORT COMPLIANCE PLAN**

Project Title: _____

SECTION A – BIDDER/PROPOSER INFORMATION

Name of Firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____ Telephone: _____

Email: _____

Is your firm “Section 3 Business Concern”: Yes _____ No _____
If “Yes”; Attach Documentation, Examples of acceptable documentation include: Eligibility Forms for each Section 3 resident or business owner, and copies of subcontracting agreements with Section 3 business concerns

SECTION B – SECTION 3 GOALS AND CONTRACTOR COMMITMENT

Employment Goal

- Thirty percent (30%) of the aggregate number of new hires (as defined by the Section 3 Program, Policy and Procedures) for this project.

Complete **Attachment A** which identifies the bidder/proposer’s employee positions required for the execution of this project.

NOTE: SAHA will only credit employment participation that submits documentation acceptable to SAHA certifying their Section 3 resident status.

1. The undersigned bidder/proposer will satisfy the Section 3 training and employment goal:
Yes _____ No _____
2. **IF PLAN AS SUBMITTED FAILS TO MEET SECTION 3 EMPLOYMENT GOAL AS STATED HEREIN OR AS STATED IN THE SOLICITATION, PLEASE PROCEED TO ATTACHMENT C AND SUBMIT DOCUMENTATION DEMONSTRATING GOOD FAITH EFFORTS.**

Contractual Opportunity Goal

- Subcontract at least ten percent (10%) of the total dollar amount of all Section 3 covered contracts with Section 3 eligible business concerns for maintenance, repair, modernization or development of public or Indian housing, or for work arising in connection with housing rehabilitation, housing construction and other public construction; and

- At least three percent (3%) of the total dollar amount of all other Section 3 covered contracts with Section 3 eligible business concerns.

Complete **Attachment B** which identifies the bidder/proposer’s subcontractor and/or supplier opportunities required for the execution of this project.

NOTE: The contractual opportunity goal is a percentage of the total gross dollar value of the proposed contract awarded to a Section 3 eligible business concern. SAHA will only credit participation by Section 3 Business Concerns that submit documentation acceptable to SAHA certifying their Section 3 status.

1. Bidder/proposer if unable to meet the contractual opportunity goal is committed to a minimum of _____% Section 3 business concerns on this project.
2. **IF PLAN AS SUBMITTED FAILS TO MEET CONTRACTUAL OPPORTUNITY GOAL AS STATED HEREIN OR AS STATED IN THE SOLICITATION, PLEASE PROCEED TO ATTACHMENT C AND SUBMIT DOCUMENTATION DEMONSTRATING GOOD FAITH EFFORTS.**

SECTION C – GOOD FAITH EFFORTS

NOTE: Fill this section only, if Plan as submitted fails to meet the employment and contractual opportunity goals as stated herein or as amended in the solicitation.

Attachment C outlines the efforts that are minimally considered as good faith actions and demonstrate specific initiatives made in attempting to achieve the Section 3 goals. Bidders/proposers are not limited to these particular areas and shall include other efforts that support the Section 3 objectives to provide employment, training and other economic opportunities to Section 3 residents and business concerns. Please provide supporting documentation for all efforts.

- ___ **The project does not provide any training or employment opportunities.
Please provide justification for the lack of training or employment opportunities.**
- ___ **The project does not provide any subcontracting opportunities.
Please provide justification for the lack of training or employment opportunities.**

SECTION D: SECTION 3 COMPLIANCE CERTIFICATION

I CERTIFY THAT I HAVE REVIEWED AND FULLY UNDERSTAND SAHA’S SECTION 3 PROGRAM AND THE SECTION 3 CLAUSE INCORPORATED BY REFERENCE INTO THIS DOCUMENT. I HEREBY AFFIRM THAT THE INFORMATION SUBMITTED HEREIN IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE. I FURTHER UNDERSTAND AND AGREE THAT, THIS DOCUMENT SHALL BE ATTACHED THERETO AND BECOME A BINDING PART OF THE SAHA CONTRACT.

NAME AND TITLE OF AUTHORIZED OFFICIAL: _____

SIGNATURE: _____ DATE: _____

EMPLOYMENT CERTIFICATION:

I hereby certify to the best of my knowledge that the above table represents the appropriate number of employee positions required for the execution of this Project. This table represents the number of Section 3 residents that the company proposes to employ. Also, the Company will provide SAHA a completed "Section 3 Eligibility" form for any applicable new hire. As the project progress, I will notify SAHA of any subsequent proposed changes to my workforce for approval.

Project Title _____ Company Name _____

Signature/Title _____ Date _____

Attachment B
SAN ANTONIO HOUSING AUTHORITY
SECTION 3 PROGRAM GOOD FAITH EFFORT COMPLIANCE PLAN

SUBCONTRACTOR/SUPPLIER LISTING

Subcontractor or Supplier/ Name and Address and phone number	Scope of Work/Product	\$ Value	Certified Section 3 Business Concern (Y/N)

(Make Additional Copies as Necessary)

Total Bid/proposal Value - \$ _____
 Total Dollars – Subcontractor/Supplies - \$ _____
 Total Dollars subcontracted to Section 3 Business Concerns - \$ _____
 Overall Section 3 subcontracting Percentage - % _____

CONTRACT OPPORTUNITY CERTIFICATION:

I hereby certify to the best of my knowledge that the above table represents all of the subcontracting and/or vendor opportunities required for the execution of this Project. This table identifies the number of Section 3 Business Concerns that the company will utilize. Also, the Company will provide SAHA a completed “Section 3 Eligibility” form for qualified Section 3 Business Concerns with all supporting documentation. As the project progresses, I will notify SAHA of any subsequent proposed changes to my subcontractors/suppliers for approval.

Project Title _____ Company Name _____

Signature/Title _____ Date _____

ATTACHMENT C
SECTION 3 PROGRAM GOOD FAITH EFFORT COMPLIANCE

GOOD FAITH EFFORT DOCUMENTATION	Yes (✓) No	
1. If applicable, did you attend pre-bid/proposal conference to learn about Section 3 requirements? If no, please explain why.		
2. (a) Did your firm request and obtain a list of Section 3 residents available for work? If no, please provide an explanation.		
(b) Did your firm request and obtain a list of Section 3 business concerns? If no, please provide an explanation.		
3. (a) Were Section 3 residents contacted or solicited on employment opportunities? If yes, provide supporting documentation to include the name of the individual contacted, date and phone number. If no, provide justification.		
(b) Were Section 3 business concerns contacted or solicited on project opportunities? If yes, provide supporting documentation to include the name of the business, date and phone number. If no, provide justification.		
4. Did you make an appointment to discuss Section 3 objectives with SAHA Procurement Department? If yes, please indicate date, time and person with whom you meet and assistance offered. If no, please justify.		
5. Did you seek partnership opportunities with support agencies/associations and other community resources to provide training and/or other economic opportunities for Section 3 residents and business concerns? If yes, please Identify all Section 3 support agencies/associations contacted for assistance. <i>(Please attach copies of solicitation letters of assistance and/or describe, as an Attachment to this section, the personal contact made)</i> If no, please justify.		
6. Were Section 3 employment and/or contract opportunities to this project advertised within the location of the project? <i>(If yes, please include a copy of the advertisement or detail the name of the publication(s), date of advertisement and describe the solicitation)</i> If no, please justify.		
7. Were copies of the bid or RFP provided to any Section 3 resident or business concern? If no, please justify.		
8. Did you assist interested Section 3 residents/business concerns with (a) training, (b) employment, or (c) obtaining bonding, insurance, or line of credit? <i>(Please detail any assistance that was provided or if they were referred, to whom)</i> If no, please justify.		
9. Did you pursue other economic opportunities, such as but not limited to: subdividing elements of the work proposed to be performed by Section 3 business concerns in order to increase the likelihood of achieving the goal; training positions, joint ventures, etc. If yes, please provide supporting documentation. If no, please justify.		
10. Did you reject any bid/proposal received from a Section 3 business concern or any candidate for employment meeting the Section 3 criteria? If yes, List, all Section 3 employment negotiations and/or bids received but rejected. Identify individual/company name (with contact person), telephone number, date, trade area and the reason for rejection of employment or bid/proposal.		
11. Did you participate in other activities within the industry or community to support the Section 3 program objectives? If yes, discuss any other effort(s) aimed at involving Section 3 residents and/or business concerns and if no, please justify. (Include as an Attachment): (a) Identify any specific efforts to divide work, in accordance with normal industry practices, to allow maximum Section 3 business participation. (b) Discuss joint ventures initiatives, second-tier subcontracting, etc., if any. (c) Employment opportunity initiatives. (d) List all other good faith efforts employed, please elaborate.		



Contract & Subcontract Activity
For The San Antonio Housing Authority

Reporting Qtr: _____

Contract No: _____

Prime Contractor ID No: _____

Date Submitted: _____

Award Amount: _____

Grantee/Project Owner/Developer/Sponsor/Builder/Agency						Location (City, State, Zip Code)						Amount of Contract or Sub-Contract	Type of trade Code(See Below)	Subcontractor Business Racial/Ethnic Code (See Below)	Women Owned Business (Yes or No)	Sub-Contractor Identification (ID) Number	Section 3 Business (Yes or No)
Name of Contact Person			Phone Number (Including Area Code)			Reporting Period											
Item No.	Name	Street Address	City	State	Zip Code	A.	B.	C.	D.	E.	F.						
1																	
2																	
3																	
4																	
5																	
6																	
7																	
8																	
9																	
10																	
11																	
12																	
13																	
14																	
15																	

Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u., mandates that the Department ensure that employment and other economic activities generated by its housing and community development assistance programs are directed toward Low- and very low-income persons, particularly those who are recipients of government assistance for housing. The regulations are found at 24 CFR Part 135. The information will be used by the Department to monitor program recipients' compliance with Section 3, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to HUD, and by recipients as a self-monitoring tool.

B: Type of Trade Codes

- 1 = New Construction
- 2 = Substantial Rehab.
- 3 = Repair
- 4 = Service
- 5 = Project Mangt.
- 6 = Professional
- 7 = Tenant Services
- 8 = Education/Training
- 9 = Arch./Engrg. Appraisal
- 0 = Other

C: Racial/Ethnic Codes:

- 1 = White Americans
- 2 = Black Americans
- 3 = Native Americans
- 4 = Hispanic Americans
- 5 = Asian/Pacific Americans
- 6 = Hasidic Jews

Certified this _____ day of _____

By: _____

Note: Please Attach all Compliance Reports (S3-60002B Forms)



**Contractor's Monthly Section 3 Compliance Report
For The San Antonio Housing Authority**

Contract #: _____

Prime Contractor

Sub-Contractor: _____

Address: _____

Name of Contact Person: _____

Contract Start Date:	Reporting Period For the Month of:
Contract Completion Date:	Date of Report:
Contact Person Phone #:	Contact Person E-Mail Address:

Specific actions undertaken during this reporting period (e.g., job postings, job fair, etc) to achieve the objectives of Section 3 compliance	Name of New Hire – List ALL New Hires	Using Job Codes table at bottom left insert Job Code & Position Title	Did this person qualify under Section 3?	Wage Rate of Section 3 Employees - ONLY	Most recent contact information of Section 3 employees and trainees – Please indicate if their preferred spoken language is not English.

JOB CODES

1 – Professionals	6 – Craft workers (skilled)
2 – Technicians	7- Operatives (semi-skilled)
3 – Office/Clerical	8 – Laborers (unskilled)
4 – Officers/Managers	9 – Service workers
5 – Sales	10 – Other – List & describe

- A) Total payroll for the month \$ _____
- B) Total Section 3 Payroll for the month \$ _____
- C) Total # of Section 3 New Hires for this Month _____
- D) Benefit program offered to new Hires (Yes) (No)

Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u., mandates that the Department ensure that employment and other economic activities generated by its housing and community development assistance programs are directed toward Low- and very low persons, particularly those who are recipients of government assistance for housing. The regulations are found at 24 CFR Part 135. The information will be used by the Department to monitor program receipts' compliance with Section 3, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to HUD, and by recipients as a self-monitoring tool.

Certified this _____ day of _____ By: _____
Printed Name
Signature

Please attach additional sheets if necessary



**Contractor's Quarterly Section 3 Compliance Report
For The San Antonio Housing Authority**

1* Contract #: _____ **2**

Prime Contractor **3**

Sub-Contractor: _____

Address: _____ **4**

Name of Contact Person: _____ **5**

Contract Start Date: _____ **6**

Reporting Period For the Month of: _____ **9**

Contract Completion Date: _____ **7**

Date of Report: _____ **10**

Contact Person Phone # _____ **8**

Contact Person E-Mail Address: _____ **11**

Specific actions undertaken during this reporting period (e.g., job postings, job fair, etc) to achieve the objectives of Section 3 compliance	Name of New Hire – List ALL New Hires	Using Job Codes table at bottom left insert Job Code & Position Title – Indicate if “Trainee”	Did this person qualify under Section 3?	Wage Rate of Section 3 Employees - ONLY	Most recent contact information of Section 3 employees and trainees – Please indicate if their preferred spoken language is not English.
_____	_____	_____	_____	_____	_____
12	13	14	15	16	17
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

JOB CODES

1 – Professionals	6 – Craft workers (skilled)
2 – Technicians	7- Operatives (semi-skilled)
3 – Office/Clerical	8 – Laborers (unskilled)
4 – Officers/Managers	9 – Service workers
5 – Sales	10 – Other – List & describe

A) Total payroll for the month \$ _____

B) Total Section 3 Payroll for the month \$ _____

C) Total # of Section 3 New Hires for this Month **18**

D) Total # of Section 3 New Hires who are Trainees hired this Quarter _____

E) Benefit program offered to new Hires (Yes) (No) _____

Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u., mandates that the Department ensure that employment and other economic activities generated by its housing and community development assistance programs are directed toward Low- and very low persons, particularly those who are recipients of government assistance for housing. The regulations are found at 24 CFR Part 135. The information will be used by the Department to monitor program receipts' compliance with Section 3, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to HUD, and by recipients as a self-monitoring tool.

Certified this _____ day of _____ **19** By: _____

Printed Name Signature



Contractor's Section 3 Compliance Report – Instructions – Attachment B

- 1*) Check the applicable box if you are a Contractor or Sub-Contractor. *If you are a Sub-Contractor, complete Instruction # 20.
- 2) Enter the San Antonio Housing Authority (SAHA) Contract Number, not the AMD#.
- 3) Enter the business name of the Prime Contractor or Sub-Contractor who is reporting compliance activity.
- 4) Enter the business address of the Prime Contractor or Sub-Contractor who is reporting Section 3 compliance activity.
- 5) Enter the name of the person filling out the form.
- 6) Enter the date in mm/dd/yy format for which this contract started.
- 7) Enter the date in mm/dd/yy format for which this contract ends.
- 8) Enter the area code and telephone number of the person filling out this form.
- 9) Enter the appropriate month which you are reporting Section 3 compliance activity.
- 10) Enter the date in mm/dd/yy format of this contract report date.
- 11) Enter the e-mail address of the Company Representative who is filling out this form.
- 12) Identify efforts made to direct the employment and other economic opportunities toward low and very low income persons, particularly those who are recipients of government assistance for housing.
- 13) Provide the names of all new hires that were hired during the current reporting period.
- 14) Using the Job Codes table on the bottom left and the definitions provided in "Attachment C," select the best available job code that most matches the job for the new hire. Indicate with a "T" if this individual is a trainee, as defined in Attachment C.
- 15) Mark with a "Yes" or "No" if the new hire qualified under Section 3 guidelines.
- 16) If the New Hire qualified under Section 3 guidelines, provide the rate of pay.
- 17) Provide the most recent available mailing address for the Section 3 qualified employee only. Indicate if the Section 3 qualified employee has a preferred language other than English.
- 18) Provide the following information in numerical form:
 - A) The total company payroll for this month.
 - B) The total Section 3 payroll for this month.
 - C) Provide the total number of Section 3 hires who were brought on to the Company for this month.
 - D) Are any benefits offered to new hires? Ex: Vacation, Sick, Insurance, Uniforms, etc.
- 19) Sign and date that you certify the information you are providing is accurate and true.
- 20) Sub-contractor shall forward the completed report to the Prime Contractor.
- 21) Prime Contractor shall forward the completed report(s), including their own, to the San Antonio Housing Authority Procurement Department, 818 South Flores Street, San Antonio, TX 78204, fax (210) 477-6167 or e-mail to Lucretia_robinson@saha.org. For any questions please call (210) 477-6059.



Job Codes Definitions– Attachment C

PROFESSIONALS

Occupations requiring either college graduation or experience of such kind and amount as to provide a comparable background. Include: accountants and auditors, airplane pilots and navigators, architects, artists, chemists, designers, dieticians, editors, engineers, lawyers, librarians, mathematicians, natural scientists, registered professional nurses, personnel and labor relations specialists, physical scientists, physicians, social scientists, teachers, surveyors and kindred workers.

TECHNICIANS

Occupations requiring a combination of basic scientific knowledge and manual skill which can be obtained through 2 years of post high school education, such as is offered in many technical institutes and junior colleges, or through equivalent on-the-job training. Includes: computer programmers, drafters, engineering aides, junior engineers, mathematical aides, licensed, practical or vocational nurses, photographers, radio operators, scientific assistants, technical illustrators, technicians (medical, dental, electronic, physical science), and kindred workers.

OFFICE AND CLERICAL

Includes all clerical-type work regardless of level of difficulty, where the activities are predominantly non-manual though some manual work not directly involved with altering or transporting the products is included. Includes: bookkeepers, collectors (bills and accounts), messengers and office helpers, office machine operators (including computer), shipping and receiving clerks, stenographers, typists and secretaries, telegraph and telephone operators, legal assistants, and kindred workers.

OFFICIALS AND MANAGERS

Occupations requiring administrative and managerial personnel who set broad policies, exercise overall responsibility for execution of these policies, and direct individual departments or special phases of a firm's operations. Including: officials, executives, middle management, plant managers, department managers, and superintendents, salaried supervisors who are members of management, purchasing agents and buyers, railroad conductors and yard masters, ship captains, mates and other officers, farm operators and managers, and kindred workers.

SALES

Occupations engaging wholly or primarily in direct selling. Including: advertising agents and sales workers, insurance agents and brokers, real estate agents and brokers, stock and bond sales workers, demonstrators, sales workers and sales clerks, grocery clerks, and cashiers/checkers, and kindred workers.

CRAFT WORKERS (SKILLED)

Manual workers of relatively high skill level having a thorough and comprehensive knowledge of the processes involved in their work. Exercise considerable independent judgment and usually receive an extensive period of training. Includes: the building trades, hourly paid supervisors and lead operators who are not members of management, mechanics and repairers, skilled machining occupations, compositors and typesetters, electricians, engravers, painters (construction and maintenance), motion picture projectionists, pattern and model makers,



Job Codes Definitions– Attachment C

stationary engineers, tailors, arts occupations, hand painters, coaters, bakers, decorating occupations, and kindred workers

CRAFT WORKERS (SKILLED)

Manual workers of relatively high skill level having a thorough and comprehensive knowledge of the processes involved in their work. Exercise considerable independent judgment and usually receive an extensive period of training. Includes: the building trades, hourly paid supervisors and lead operators who are not members of management, mechanics and repairers, skilled machining occupations, compositors and typesetters, electricians, engravers, painters (construction and maintenance), motion picture projectionists, pattern and model makers, stationary engineers, tailors, arts occupations, handpainters, coaters, bakers, decorating occupations, and kindred workers.

OPERATIVES (SEMISKILLED)

Workers who operate machine or processing equipment or perform other factory-type duties of intermediate skill level which can be mastered in a few weeks and require only limited training. Includes: apprentices (auto mechanics, plumbers, bricklayers, carpenters, electricians, machinists, mechanics, building trades, metalworking trades, printing trades, etc.), operatives, attendants (auto service and parking), blasters, chauffer's, delivery workers, sewers and stitchers, dryers, furnace workers, heaters, laundry and dry cleaning operatives, milliners, mine operatives and laborers, motor operators, oilers and greasers (except auto), painters (manufactured articles), photographic process workers, truck and tractor drivers, knitting, looping, taping and weaving machine operators, welders and flame cutters, electrical and electronic equipment assemblers, butchers and meat cutters, inspectors, testers and graders, handpackers and packagers, and kindred workers.

LABORERS (UNSKILLED)

Workers in manual occupations which generally require no special training who perform elementary duties that may be learned in a few days and require the application of little or no independent judgment. Includes: garage laborers, car washers and greasers, groundskeepers and gardeners, farm workers, stevedores, wood choppers, laborers performing lifting, digging, mixing, loading and pulling operations, and kindred workers.

SERVICE WORKERS

Workers in both protective and non-protective service occupations. Includes: attendants (hospital and other institutions, professional and personal service, including nurse aides, and orderlies), barbers, cleaners, cooks, counter and fountain workers, elevator keepers, stewards, janitors, police officers and detectives, porters, waiters and waitresses, amusement and recreation facilities attendants, guides, ushers, public transportation attendants, and kindred workers.

OTHER

“OTHER” is defined as any other job category not listed above.



Job Codes Definitions– Attachment C

TRAINEE

Certain apprenticeship and trainee programs have been approved by various Federal agencies. Approved apprenticeship and trainee programs include: an apprenticeship program approved by the Bureau of Apprenticeship and Training of the Department of Labor, or a State Apprenticeship Agency, or an on-the-job training program approved by the Bureau of Apprenticeship and Training, in accordance with the regulations at 29 CFR part 5; or a training program approved by HUD policies and guidelines, as applicable. Participation in an approved apprenticeship program does not, in and of itself, demonstrate compliance with the regulations of this part.

APPLICANT "SECTION 3" CERTIFICATION FORM

Name: _____
 Legal Address: _____
 City: _____ State: _____ Zip: _____
 Phone: _____ or fax: _____

Position Applied For: _____

(All applicants are required to complete and sign this form.)

In general, Section 3 gives applicants whose household income in the past year was less than 80% of the area median income a preference in the hiring process so long as they are qualified for the position for which they are applying.

Only those applicants who complete the disclosure and meet the Section 3 requirements will be eligible for the preference, HOWEVER, employment offers for applicants claiming a Section 3 preference will be conditional upon providing proof of eligibility at the time of hire.

CAUTION: Any applicant falsely claiming a Section 3 preference will immediately be removed from consideration of employment.

_____ Option 1: I choose not to disclose this information and understand that I will not be granted a Section 3 preference in the hiring process

OR

_____ Option 2: I choose to disclose the following information to determine if I am eligible for a Section 3 preference (complete questions below)

1. Are you a resident of public housing or Section 8? (Check One) _____ Yes _____ No
2. The number of persons in my household is _____.
3. From the chart below, locate the number of persons in your household and enter the dollar amount from that box here _____.

# of persons in Household	1	2	3	4	5	6	7	8
80% Area Median Income (FY 2012 Income Limits)	\$34,100	\$38,950	\$43,800	\$48,650	\$52,550	\$56,450	\$60,350	\$64,250

Section 3 Preference Eligibility Test

_____ Yes _____ No My legal address is within Bexar County, TX.

_____ Yes _____ No My household income last year was equal to or less than the amount listed on Line 3.

If the answers to both questions are YES, you are entitled to a Section 3 preference.

By signing, I authorize my employer to release relevant information to the San Antonio Housing Authority for contract compliance purposes and I further certify that all of the information given above is true and accurate. If any information is found to be inaccurate, I understand that I may be disqualified as an applicant and/or a certified section 3 resident and may be grounds for termination of any employment or contract that resulted from this application and/or certification.

Signature _____

DATE: _____