REQUEST FOR PROPOSALS

For

Pest Control Services for Non Profit Properties

For

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

RFP#: 1209-910-59-3905

Prepared by:

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

President and CEO ………………………………... Lourdes Castro Ramirez
Request for Proposals
For
Pest Control Services for Non Profit Properties

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 to provide Pest Control Services for Non Profit Properties. Pest Control Services is needed for the safety and health of the residents and to preserve the Agency’s assets.

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 Request for Proposals can be obtained by calling 210-477-6059 or online at

www.saha.org

http://nahro.economicengine.com

http://www.publicpurchase.com

Notice: Contact with members of the SAHA Board of Commissioners, or SAHA officers and employees other than the contact person listed herein, 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: __________________________________
Alejandra Villarreal
Contracting Officer
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## RFP INFORMATION AT A GLANCE

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<tr>
<td><strong>DATE ISSUED</strong></td>
<td>November 9, 2012</td>
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<tr>
<td><strong>NON-MANDATORY PRE-SUBMITTAL MEETING</strong></td>
<td>November 19, 2012 at 10:00 A.M. SAHA Central Office, 818 S. Flores, San Antonio, TX 78204</td>
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<td><strong>LAST DATE FOR QUESTIONS</strong></td>
<td>November 29, 2012</td>
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<td><strong>PROPOSAL DUE DATE</strong></td>
<td>December 5, 2012 at 11:00 A.M. SAHA Procurement Dept. 818 S. Flores, San Antonio, TX 78204</td>
</tr>
<tr>
<td><strong>ANTICIPATED APPROVAL BY THE BOARD</strong></td>
<td>February 2013</td>
</tr>
</tbody>
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The sole point of contact for this solicitation is:

**Carl Bottoms**  
Procurement Supervisor  
San Antonio Housing Authority  
818 S. Flores  
San Antonio, TX  78204  
(210) 477-6165  
carlton_bottoms@saha.org
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 PROPOSALS

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 competence and experience to provide Pest Control Services for Non Profit Properties.

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 Non-Mandatory Pre-Proposal Conference: A pre-proposal conference will be held at SAHA Central Office, located at 818 South Flores, San Antonio, Texas 78204 as indicated herein. The purpose of this conference is to assist prospective proposers in the full understanding of the RFP documents and required submittal documents so proposers are confident in submitting an appropriate proposal; therefore, at this conference, SAHA will conduct an overview of the RFP documents, including attachments. Any questions concerning the scope must be submitted in writing (e-mail is acceptable) to the contact person listed herein and will be answered in an addendum.

1.4 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 SAHA Procurement 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, SAHA will not conduct any ex parte conversations which may give one prospective proposer an advantage over other prospective proposers.

1.5 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 SAHA.

2.6 SAHA reserves the right to negotiate the fees proposed by all proposers. If such negotiations are not, in the opinion of SAHA 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 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, prior to award, to 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, http://nahro.economicengine.com and www.publicpurchase.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 or to make an award with or without negotiations or Best and Final Offers (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 owed) from the Contractor to cover costs for interim services and/or cover the 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 Specifications are included as attachment A.
3.2 **Proposal Prices:** Proposers are advised that the Proposal Fee shall be all inclusive and fully burdened to accomplish the work as specified in this RFP and any resulting contract.

3.3 **Contractor will be required to prepare and submit monthly reports on Section 3.** Contractor shall utilize Section 3 residents and businesses as defined in Attachment D to perform the requirements under this proposal to the greatest extent feasible and shall document such efforts monthly. There is a 30% goal for hiring Section 3 residents on any contract resulting from this RFP, a 10% goal for subcontracting with Section 3 Businesses for construction contracts and a 3% goal for subcontracting with Section 3 Businesses for non-construction contracts. Contractors will be evaluated on their performance at achieving this goal and such evaluation shall be a factor in future awards.

3.4 **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. Regardless of subcontracting, the Prime Contractor remains liable to SAHA for the performance under this RFP or any resulting contract.

3.5 **Contractor shall provide at contractor’s own expense all equipment, labor, materials, supplies, and tools to perform all the services required under this RFP and any resulting contract.**

3.6 **Contractor shall perform criminal history checks and drug screening tests on all employees performing work under this RFP and any resulting contract and if requested provide summaries of the results to SAHA.** Prospective employees whose criminal history checks discloses a misdemeanor or felony conviction involving crimes of moral turpitude or harm to persons or property shall not be used to perform work under this RFP or any resulting contract. Contractor is required to perform drug screening of all employees and to insure acceptable test results. Criminal history and drug screening checks will be completed at the sole expense of the Contractor.

3.7 **Uniforms and Badges:** Contractor shall provide uniforms and ID badges for all employees working on SAHA’s properties. No employee will be allowed on SAHA’s properties out of uniform and without an ID badge.

3.8 **Liquidated Damages:** For each day that performance under a resulting contract from this RFP is delayed beyond the time specified for completion, the successful proposer shall be liable for liquidated damages in the amount of $25.00 per day. However, the timeframe for performance may be adjusted at SAHA’s discretion in writing and received by the successful proposer prior to default under any resulting contract.
3.9 If any employee of the Contractor is deemed unacceptable by SAHA, Contractor shall immediately replace such personnel with a substitute acceptable to SAHA.

3.10 Warranty: This period will begin on the date of “FINAL” acceptance by SAHA.

3.10.1 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.

3.10.2 In addition to all other warranties, the warranty shall include the warranty for merchantability and the warranty of fitness for a particular purpose.

3.10.3 Assignment of Warranty: Contractor shall assign any warranties and guarantees to SAHA and provide the Contractor’s Warranty for Labor and Installation to SAHA along with all Manufacturers’ Warranty documents.

3.11 SAHA shall not pay trip charges, fuel surcharge or travel time.

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 C). 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 Submissions and Receipt by SAHA:

4.3.1 Time for Receiving Proposals: Proposals received prior to the proposal submittal deadline shall be securely kept, unopened, by SAHA. 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 not be considered. Any such proposals inadvertently opened 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”) and three (3) exact copies (marked copy) shall be placed unfolded 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 San Antonio Housing Authority
   Procurement Department
   818 S. Flores
   San Antonio, Texas 78204

4.3.2 Withdrawal of Proposals: Proposals may be withdrawn as detailed within the attached HUD Forms. 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.

4.3.2.1 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, 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 SAHA, eliminate that proposer from consideration for award.

5.1 Required Forms: All forms attached to this RFP document 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, Proposed Fee Sheets and Proposers Certifications Forms: These forms are attached hereto as E to this RFP document and must be fully completed and submitted under this tab as part of the proposal submittal. **DO NOT INCLUDE THE PROPOSED FEE SHEET OR COST ANALYSIS IN THE COPIES. THEY MUST BE SUBMITTED SEPARATELY IN A SEALED ENVELOPE ATTACHED ONLY TO THE "ORIGINAL" COPY.**

5.2.2 Tab 2, Form HUD Forms and Conflict of Interest Questionnaire: These Forms are attached hereto as Attachment B 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 Form: The Profile of Firm Form is attached hereto as Attachment C 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 by the Proposer and each subcontractor. Also submit the Company Profile under this tab.

5.2.4 Tab 4, Past Performance: The Proposer must submit under this tab a concise description of its experience, to include:

5.2.4.1 Experience: Firm’s past history with similar services. Firm’s experience in pest control services of this or greater scope. Contractor shall provide a detailed treatment plan for the eradication of all insects and rodents and a prevention treatment plan for all units, common areas, and dumpsters which explain the inspection process and identify types of chemicals used. Contractor shall include licenses.

5.2.4.2 Quality Plan: Plan or procedure to monitor employees and subcontractor performance during the contract period to monitor and address both quality and timeliness of services. Quality Control Plan shall be submitted with solicitation to include plan to respond to management and tenant issues and dispatching capability. Contractor shall have a program in place to alternate chemical treatments in order to avoid reduction in effectiveness of treatments over time. Contractor(s) shall provide a well-integrated pest management program to include a detailed crack and crevice application of roach and ant gel baits.
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 telephone number and address,
5.2.5.3 Description of services provided to the client, and
5.2.5.4 Date of services

5.2.6 Tab 6, Joint Venture/Partnerships: The proposer shall identify if this proposal is a joint venture or partnership with another entity. Please remember that all information required from the proposer under the proceeding or subsequent 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. Include a Profile of Firm Form for each entity. If no joint venture or partnership exists or will not be utilized, please provide this statement, “NO JOINT VENTURE/ NO PARTNERS”

5.2.7 Tab 7, Subcontractors: 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 and the minority status of each. A Profile of Firm Form must be completed for each subcontractor and included in this Tab. 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 subcontractors will not be utilized, please provide this statement, “NO SUBCONTRACTORS” “Contractor intends to perform all work detailed in this RFP”.

5.2.8 Tab 8, Section 3 Business Preference: Any Proposer claiming a Section 3 Business Preference, shall under this tab include the fully completed and executed Section 3 applicant certification form for low-income employees for whom Proposer is seeking the preference, verification of total number of full-time employees, names and addresses of low-income residents who are Proposers employees. Note: If you qualify as a Section 3 Business Concern, your proposal will receive a preference over other proposals as specified in Attachment D.

5.2.9 Tab 9, 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. Contractor must make a good faith effort to subcontract with S/W/MBE companies. Opportunities to subcontract with S/W/MBE companies should be listed
here. **FAILURE TO PROVIDE A S/W/MBE PLAN MAY CAUSE THE RESPONSE TO BE DISQUALIFIED AS NON-RESPONSIVE.**

5.2.10 Tab 10, Section 3 Good Faith Effort Compliance Plan: Proposers are required to complete and submit the SECTION 3 PROGRAM GOOD FAITH EFFORT COMPLIANCE PLAN outlining their efforts to employ qualified Section 3 businesses or persons. The goal as stated in the Good Faith Effort Compliance Plan is thirty percent (30%) of new hires for Section 3 persons per contract. The subcontracting goal is ten percent (10%) for Section 3 Businesses for construction contracts and three percent (3%) for Section 3 Businesses for non-construction contracts. SAHA will provide a listing of qualified Section 3 Businesses upon request. **FAILURE TO PROVIDE THE SECTION 3 PROGRAM GOOD FAITH EFFORT COMPLIANCE PLAN MAY CAUSE THE RESPONSE TO BE DISQUALIFIED AS NON-RESPONSIVE.**

5.2.11 Tab 11, Financial Viability and Other Information: Contractor shall provide financial ability to provide such services to include copies of most recent financial statements and most recent audit if available. The proposer may also include hereunder any other general information that the proposer believes is appropriate to assist SAHA in its evaluation.

5.3 Proposed Costs:

5.3.1 **Base Costs:** Your proposed fee for each item is inclusive of all necessary costs to provide the proposed services, including, but not limited to: employee costs and benefits; clerical support; overhead; profit; supplies; materials; licensing; insurance, vehicle fuel, etc. Each fee proposed shall be fully “burdened” with profit and overhead costs.

5.3.2 **Unit Prices:** Your proposed unit price for each item listed on the Unit Price Sheet shall be inclusive of all expenses incurred to perform the service under this RFP and any resulting contract. Unit Price shall include but not be limited to, employee costs and benefits, clerical support, overhead, profit, supplies, materials, equipment, licensing, insurance, bonding, vehicle fuel, etc.

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
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<tr>
<th>No.</th>
<th>Points</th>
<th>Weighted Average</th>
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<tr>
<td>1</td>
<td>0-5</td>
<td>25%</td>
<td><strong>Experience:</strong> Firm’s past history with similar services. Firm’s experience in pest control services of this or greater scope. Contractor shall provide a detailed treatment plan for the eradication of all insects and rodents and a prevention treatment plan for all units, common areas, and dumpsters which explain the inspection process and identify types of chemicals used. Contractor shall include licenses.</td>
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<tr>
<td>2</td>
<td>0-5</td>
<td>15%</td>
<td><strong>Quality Plan:</strong> Plan or procedure to monitor employees and subcontractor performance during the contract period to monitor and address both quality and timeliness of services. Quality Control Plan shall be submitted with solicitation to include plan to respond to management and tenant issues and dispatching capability. Contractor shall have a program in place to alternate chemical treatments in order to avoid reduction in effectiveness of treatments over time. Contractor(s) shall provide a well-integrated pest management program to include a detailed crack and crevice application of roach and ant gel baits.</td>
</tr>
<tr>
<td>3</td>
<td>0-5</td>
<td>10%</td>
<td><strong>Strength of the Section 3 Plan</strong></td>
</tr>
<tr>
<td>4</td>
<td>0-5</td>
<td>10%</td>
<td><strong>Strength of the S/W/MBE Plan</strong></td>
</tr>
<tr>
<td>5</td>
<td>0-5</td>
<td>40%</td>
<td><strong>Price proposal:</strong> cost to provide services</td>
</tr>
<tr>
<td></td>
<td></td>
<td>100%</td>
<td><strong>Total Points for Criteria</strong></td>
</tr>
</tbody>
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**MAX. POINTS**

<table>
<thead>
<tr>
<th>HUD SECTION 3</th>
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<tbody>
<tr>
<td>1</td>
</tr>
<tr>
<td><strong>Section 3 Preference:</strong> A firm may qualify for Section 3 status for up to an additional 5 points.</td>
</tr>
<tr>
<td>a</td>
</tr>
<tr>
<td><strong>Priority I:</strong> As detailed in Attachment D</td>
</tr>
<tr>
<td>b</td>
</tr>
<tr>
<td><strong>Priority II:</strong> As detailed in Attachment D</td>
</tr>
<tr>
<td>c</td>
</tr>
<tr>
<td><strong>Priority III:</strong> As detailed in Attachment D</td>
</tr>
<tr>
<td>d</td>
</tr>
<tr>
<td><strong>Priority IV:</strong> As detailed in Attachment D</td>
</tr>
</tbody>
</table>

**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, for 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 Proposers 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 HUD and any other 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 As required by the RFP documents, failure of the successful proposer to be properly licensed by the City, County and/or the State of Texas and/or to be insured by a commercial general liability policy and/or worker's compensation policy and/or business automobile liability policy, if applicable.

6.5.10 Any reason to be determined in good faith, to be in the best interests of SAHA.

6.6 Award of Proposal(s): The successful proposer(s) shall be determined by the top-rated responsive and responsible proposer as determined by the evaluation process and presentations detailed above and any further negotiations, provided his/her proposal is reasonable and within budget, he/she is able to deliver the specified items in a timely manner and it is, in the opinion of SAHA, to the bests interests of SAHA to accept the proposal after preferences for Section 3 business concerns are considered. SAHA reserves the right to award to multiple contractors if it is determined to be in the best interest of SAHA.

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7.0 **INSURANCE:** If a proposer 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:

<table>
<thead>
<tr>
<th>Professional Liability</th>
<th>Required Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>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.</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Business Automobile Liability</th>
</tr>
</thead>
<tbody>
<tr>
<td>SAHA and its affiliates must be named as an additional insured and as the certificate holder. This is required for any vendor that will be using their vehicle to do work on SAHA properties.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Workers Compensation and Employer’s Liability</th>
<th>Required Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>SAHA and its affiliates must be a Certificate Holder.</td>
<td>Statutory</td>
</tr>
<tr>
<td>Business Automobile Liability</td>
<td></td>
</tr>
<tr>
<td></td>
<td>$500,000 bodily injury for each accident</td>
</tr>
<tr>
<td></td>
<td>$500,000 bodily injury by disease for each employee</td>
</tr>
<tr>
<td></td>
<td>$500,000 bodily injury disease aggregate</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Commercial General Liability</th>
<th>Required Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>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.</td>
<td>$1,000,000 per accident</td>
</tr>
<tr>
<td></td>
<td>$2,000,000 aggregate</td>
</tr>
</tbody>
</table>

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 **Definition:** 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.

8.1.2 **Eligibility:** 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.
8.1.3 Procedure: 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 Proposals 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 and sent to the address as listed in the example below:

APPEAL OF RFP NO. (insert exact number of RFP here)
San Antonio Housing Authority
Attn: Procurement Department
818 South Flores Street
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 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.
10.2 **Taxes:** SAHA, as a governmental entity, is exempt from Texas State Sales and Use Taxes and Federal Excise Taxes. A letter of Tax Exemption will be provided upon request.

10.3 **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.

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

10.4.1 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.

10.5 **Work on SAHA Property:** If the successful proposer’s work under the contract involves operations 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 immediately return said property to a condition equal to or better than the existing condition prior to the commencement of work at the site at no cost to SAHA.

10.6 **Estimated Quantities:** Unless otherwise indicated, the quantities shown are estimates only and are used to evaluate the responses and may or may not reflect anticipated purchases. SAHA does not guarantee any minimum purchase quantity.

10.7 **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.

10.8 **Subcontractors:** Unless otherwise stated within the RFP documents, the successful proposer may not use any subcontractors to accomplish any portion
10.9 Salaries and Expenses Relating to the Successful Proposers 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.

10.10 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.

10.11 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.

10.12 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.

10.13 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.

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

10.15 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.

10.16 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, as applicable.

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

10.17.1 By mutual consent of both parties, and

10.17.2 Termination For Cause: As detailed within the attached HUD Forms.

10.17.2.1 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.

10.17.2.1.1 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.

10.17.2.1.2 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.
10.17.3 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.

10.17.4 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.

10.17.5 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.

10.18 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.

10.19 Invoicing (If applicable):

10.19.1 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.

10.19.2 Invoices must contain a complete description of the work or service that was performed, the contract price for each service, the purchase order number, contract number (if applicable), date of service, and address of service location or delivery address.

10.19.3 Contractor(s) must submit a separate invoice for each purchase order issued by SAHA unless prior approval is obtained from SAHA. Contractor must submit invoice within sixty (60) days after delivery of the goods or services. If Contractor fails to invoice within sixty (60) days after delivery of the goods or services, SAHA reserves the right to not pay the invoice.

10.19.4 If applicable, SAHA may make progress payments approximately every 30 days as the work proceeds if work meets owner’s standards, as approved by the Contracting Officer. SAHA may, subject to written
determination and approval of the Contracting Officer, make more frequent payments to contractors which are qualified small businesses in accordance with HUD documents.

10.19.5 In an effort to be more efficient, SAHA processes all payments electronically. Upon the Award of Contract, Contractors will be required to complete a direct deposit form.

10.19.6 If offered by Contractor, SAHA seeks a discount for early payment. SAHA shall only take such a discount if earned.

10.19.7 Unless utilizing a progress payment schedule invoices shall be sent to the following address:

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

Or

email invoices to: Accounts_Payable@saha.org

10.20 Inter-local Participation

10.20.1 SAHA may from time to time enter into Inter-local 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.

10.20.2 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.

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

10.20.4 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.

10.21 Right to data and Patent Rights: In addition to other ownership & use rights SAHA shall have exclusive ownership of all, proprietary interest in, and the right to full and exclusive possession of all information, materials, documents, software, and all electronic data discovered or produced by Contractor and/or subcontractor(s) 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.

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

10.22.1 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.

10.22.2 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.

10.22.3 The successful proposer shall require that the language of this certification be included in the award documents for all sub-awards at all tiers, (including but not limited to subcontractors, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

10.22.4 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 certificates 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.

10.23 Applicable Statutes, Regulations & Orders: Contractors shall comply with all statutes, rules, regulations, executive orders affecting procurements by Housing Authorities including but not limited to:

10.23.1 Executive Order 11246
10.23.2 Executive Order 11061
10.23.3 Copeland “Anti-Kickback” Act (18 USC 874)
10.23.4 Davis Bacon Act (40 USC 276a-276a-7)
10.23.5 Clean Air & Water Acts (42 USC 1857(h); 33 USC 1368)
10.23.6 Contract Work Hours & Safety Standards Act (40 USC 327-330)
10.23.7 Energy Policy & Conservation Act (PL 94-163, 89 STAT 871)
10.23.8 Civil Rights Act of 1964, Title VI (PL 88-352)
10.23.9 Civil Rights Act of 1968, Title VIII (PL 90-284 Fair Housing Act)
10.23.10 Age Discrimination Act of 1975
10.23.11 Anti-Drug Abuse Act of 1988 (42 USC 11901 et. Seq.)
10.23.12 HUD Information Bulletin 909-23
10.23.13 Immigration Reform & Control Act of 1986
10.23.14 Fair Labor Standards Act (29 USC 201, et. Seq.)

10.24 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 forementioned 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.

10.25 Conflicting Conditions: In the event 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.

10.26 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.

10.27 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.

10.28 **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.

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ATTACHMENT A
Specifications
TECHNICAL SPECIFICATIONS/SCOPE OF WORK

1.1 PURPOSE
The successful management of pests requires an understanding of the target pest ecology and habits as well as the environment in which they exist. It is the desire of SAHA to work in partnership with its residents and one or more professional pest control providers to undertake a program of Integrated Pest Management (IPM) in the treatment of pests and approach to their management. The purpose of SAHA’s IPM Plan is to establish a methodology that SAHA can apply regularly and consistently across its Non Profit portfolio in partnership with its contractors.

INTEGRATED PEST MANAGEMENT (IPM)
Integrated Pest Management relies on the combination use of physical, cultural, biological and/or chemical control of pests. Its aim is to integrate or incorporate all appropriate methods into an approach that provides needed pest control in the safest manner and only use chemicals as a last resort. SAHA’s IPM Plan will promote environmentally sensitive pest management while preserving assets and protecting the health and safety of its residents and employees.

Physical
Cultural
Biological
Chemical

Physical Control: methods such as fly screens, physical means of proofing for birds, possums and rodents or physical means of pest detection, such as
trapping, can sometimes be a more effective and appropriate means of pest control in gaining long term control over a particular pest infestation. A variety of barriers that exclude pests are essential to physical control.

**Cultural Control:** methods of pest control such as improving ventilation to deter attack by termites or improving hygiene and sanitation measures to reduce the risk of cockroach infestation should always be undertaken to make conditions less favorable for nuisance pests.

**Biological Control:** methods such as the introduction of parasites or predators to eradicate a particular pest have a growing importance in IPM.

**Chemical Control:** while often necessary, chemical usage should be undertaken judiciously using the appropriate pesticide and means of application. Though pesticides pose many potential risks, they also provide the following important advantages and benefits:

- Pesticides are readily available and easy to use;
- Where resistance is not a problem, pesticides are generally highly effective for controlling pests;
- Pesticide treatments can be rapidly implemented as needed with minimal lag time;
- Pesticides can be used over large areas to control large populations of pests;
- Pesticide treatments are often cost-effective, especially if the alternatives require large increases in human labor; and
- No effective, reliable, non-chemical alternatives are available for many pests, and chemical pesticides are the last resort.

The safest and most effective pest control program combines the use of more than one of the above measures, where possible, to make the environment less suited to the survival of pests.

**SAHA’S GOAL**
SAHA is committed to design and implement an IPM Program throughout its properties. To this end, each property’s history of prior treatment has been reviewed and analyzed to determine the targeted pests at each property. This process of pest identification and pest treatment will be ongoing and implemented as part of SAHA’s standard operating procedures at each site.

**OVERALL METHODOLOGY**
It is the responsibility of all parties involved to help in achieving a successful IPM Program.

1.2 **Contractor’s responsibility under the IPM Program shall be as follows:**
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. Contractor(s) employees who perform work under the Contract shall be certified by the Texas Structural Pest Control Board.

1.3 Contractor(s) must provide, at Contractor(s) own expense, all labor, tools, equipment, chemicals, materials, supplies and transportation, as required to complete pest control tasks/functions at the multi-family units, to include all public, common and dumpster areas of each property with no exceptions. Such routine pest control services are comprehensive in nature and include but are not limited to inspection, flushing, application, baiting, trapping, monitoring, and cleanup of all debris generated by the performed service or services.

1.4 Contractor(s) integrated maintenance shall include inspection and treatment in each unit during every routine pest control service. The entire unit shall be inspected and treated per federal and state regulations during this Bi-Monthly service.

1.5 Contractor(s) will notify the Development Manager or Development Supervisor during normal working hours at least 48-hour prior to the commencement of any treatment as required by law.

1.6 Contractor(s) shall commence and end all services on the same workday unless approved in writing by SAHA.

1.7 Contractor(s) shall practice acceptable safety precautions, follow industry safety standards, and use only industry approved safety equipment in the performance of all duties. Contractor(s) shall maintain at all times all equipment in proper and safe operating conditions in accordance with the manufacturer’s specifications. Contractor(s) must be cognizant of safety at all times and take necessary safety precautions, so as to not cause harm to any persons or property while performing services under this RFP or any resulting contract. Contractor(s) shall exercise extreme caution around residents, pedestrians, pets and property.

1.8 Contractor(s) shall apply all chemicals, in accordance with all applicable laws, rules, codes, regulations and ordinances as well as manufacturer’s instructions to include application by a licensed technician when required. Contractor shall only apply chemicals approved and registered by the Environmental Protection Agency and considered safe for use in residential areas by the Texas Structural pest Control Board. Contractor shall have a program in place to alternate chemical treatments in order to avoid reduction in effectiveness of treatments over time.

1.9 Contractor within ten (10) working days after signing a contract must submit a list of chemicals to be used in the performance of a contract with their EPA registrations and Material Safety Data Sheets (MSDS sheets).
1.9.1 Contractor shall notify SAHA management in writing of any change in chemicals prior to application and provide supporting Material Safety Data Sheet (MSDS).

1.10 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 and in accordance with the attached wage determination.

1.11 Contractor within ten (10) days after Contract execution shall issue a schedule for routine pest control services work for each development to the SAHA and the appropriate property manager. Such schedule shall list the date and time and building numbers where all work will commence and be completed in its entirety. This schedule once submitted can only be altered with the prior written approval of the property manager or designated representative.

1.12 Contractor(s) shall conduct all work during normal working hours unless deemed by SAHA to be disruptive to the normal operations of the organization or an emergency and such work.

1.13 Contractor(s) shall have work crews, qualified by training and experience, to perform the work required. Each crewmember shall wear markings which identify him as a member of Contractor’s workforce at all times while on property.

1.14 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 Property Staff.

1.15 Contractor shall provide ID badges for all employees working on SAHA’s properties. No employee will be allowed on SAHA’s properties without his/her ID badge on his/her person. Contractor must submit a sample of his/her ID badge prior to signing a contract. Contractor(s) is to report personnel changes to property managers as they occur and prior to the person reporting to SAHA’s property.

1.16 Contractor shall exercise care when performing treatment to avoid damage to structure, shrubs, vegetation or any other property to include personal property of residents. If damage does occur, Contractor shall replace at his/her own expense.

1.17 Contractor shall replace any employee deemed unacceptable by SAHA, within two (2) business days of written demand.
1.18 After completion of work, the immediate area shall be cleaned, to include removal of all debris created by the work, to include but not limited to the hauling off of empty containers. At no time, will Contractor discard debris into any SAHA Refuse container.

1.19 Any chemical spills shall be thoroughly cleaned and neutralized. In the event of a hazardous chemical spill, Contractor will notify the Manager immediately and follow notification procedures, as is customary in the industry and bare the total expense for clean-up.

1.20 Contractor shall work with the respective property manager or his/her representative to determine an effective preventative program at each property location or unit identified as having an infestation.

1.21 Contractor(s) shall perform the following routine pest control services during each scheduled service visit to the property totaling 871 units. The service frequency of all designated properties will be treated bi-monthly.

<table>
<thead>
<tr>
<th>Routine Pest Control Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Type of pests to be treated, to include but not limited to – German cockroaches, American cockroaches, Ants, Scorpions, Spiders, Silverfish, other crawling insects, Flies, Stored Product pests, Rodents, etc.</td>
</tr>
<tr>
<td>1. Inspection</td>
</tr>
<tr>
<td>2. Flushing</td>
</tr>
<tr>
<td>3. Application</td>
</tr>
<tr>
<td>4. Baiting</td>
</tr>
<tr>
<td>5. Trapping (rodents or other pests) &amp; Blocking.</td>
</tr>
<tr>
<td>6. Monitoring</td>
</tr>
<tr>
<td>7. Clean-up</td>
</tr>
<tr>
<td>8. Growth inhibitor treatment for pest control</td>
</tr>
<tr>
<td>9. Treat a 5 (five) foot perimeter with granules, at each building during all monthly treatments. Exterior treatment will include control services for fire ants.</td>
</tr>
<tr>
<td>10. Inspect and treat cracks and crevices for pests</td>
</tr>
<tr>
<td>11. Roach Clean-Out for Infestation</td>
</tr>
<tr>
<td>12. Pest Control Services for common areas to include but not limited to Offices, Laundry Rooms, Lobby, Dumpster Areas etc. within Apartment Complex.</td>
</tr>
<tr>
<td>13. Inspect for evidence of termites and bed bugs and propose plan for eradication.</td>
</tr>
</tbody>
</table>

1.21.1 Pest Control-Paste Treatment: The product applied shall be MRF 2000 or an “equal” or “same as” product. It is SAHA’s understanding that this product is primarily for the control of German roaches. As a part of
the paste treatment process, the interior areas of the building not pasted (i.e. hallways) shall be sprayed in such a manner so as to not negate the paste process. SAHA determination of product equality is final.

1.21.2 Pest Control-Granular Treatment: The products applied shall be Cob #5g, or an “equal” or “same as” product. It is SAHA’s understanding that this product is primarily for the control of ants and spiders. SAHA determination of product equality is final.

1.21.3 Brown Recluse Spiders: Bi-Monthly service to include spraying, fogging harborage areas such as closets and under beds; dusting baseboards, wall outlets, attics, crawl spaces and any wall voids; and placing insect monitoring traps throughout the entire unit.

1.22 The use of roach and ant bait stations as well as wall and void applications of loose baits shall be used in the integrated pest management program.

1.23 Contractor shall provide the SAHA Director of Affordable Housing, at a minimum, with a monthly activity report for each property. The report shall contain the following information:

1.23.1 Name of Property and Unit # treated
1.23.2 Date work order was issued
1.23.3 Whether work order was emergency or routine
1.23.4 Description of work (routine treatment, special programs, etc.)
1.23.5 Additional information for inclusion in report may be requested by SAHA such as housekeeping issues and property conditions contributing to pest control issues.

1.24 Regardless of the type of work being performed, the Contractor(s) shall provide a written report to the Property Manager immediately regarding all health, safety or poor housekeeping situations observed at the property (to include but not limited to, dwelling units, stairwells, common areas, playgrounds, etc.)

1.24.1 Contractor shall leave a record of units/buildings treated after each service call with the property manager.

1.25 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.

1.26 Contractor shall provide a detailed treatment plan for the management of all insects and rodents. Please include under Tab 4, Section 5.2.4.

1.27 Contractor shall provide a detailed treatment plan for the management of all insects and rodents around dumpsters.
1.28 Bird Deterrent Services: Contractor shall use Bird-B-Gone Stainless Steel Spike or equal to prevent the landing and nesting of birds upon ledges, porches and other surfaces. Price includes product and installation. Contractor shall clean the area before installing the bird deterrent.

1.29 Bat Removal Services: Contractor shall properly remove bats, all of them, in a lawful manner, and all of the entry points through which they can enter a building must be completely sealed. The droppings shall be cleaned- fully removed, and the area decontaminated.

1.30 Bed Bugs Services: Contractor shall provide the following services. The services proposed shall include treatment to all box springs and mattresses seams and cuffs; removal of dust covers on box springs and treat, then reattach; treatment to all furniture; including, but not limited to: end tables; night stands; dressers; pictures; clocks; etc.; and any follow-up needed within 14 days after the initial service.

1.31 Organic Pesticides: From time to time SAHA may request the use of organic pesticides in lieu of chemical pesticides to include but not limited to Diatomaceous Earth or equal. Contractor shall only apply chemicals approved and registered by the Environmental Protection Agency and considered safe for use in residential areas and for designated use by the Texas Structural pest Control Board.

1.32 Rodent Treatment. Treatment for rodents will include both exterior and interior work. This work will be undertaken in cooperation and with assistance from SAHA staff as needed. Exterior work will include, but is not limited to, sealing holes on the exterior of a structure such as:

- Exterior bait boxes- 6 months follow up.
- Weep holes, gas and water lines entering a building, conduit penetrations
- Holes large enough for a mouse to enter the structure and baiting of crawl spaces of buildings with medium to heavy rodent activity.

Interior work will focus on interior trapping through the utilization of snap traps and/or glue boards in each unit having activity. This work shall include up to three follow up visits to check raps, reset them and monitor activity.

1.33 SAHA will not pay additional cost for any follow up visits within the same month.

1.34 Contractor shall respond to the property within 24 hours for any service call outside of the monthly or quarterly pest control service to include holidays, weekends, and after business hours.
1.35 Contractor shall service Bi-Monthly at no additional cost to SAHA all common areas to include but not limited to Offices, Laundry Rooms, Lobby, Dumpster Areas etc. within Apartment Complex.

1.36 Contractor(s) shall provide a well-integrated pest management program to include a detailed crack and crevice application of roach and ant gel baits. For fogging Contractor shall use machine, not spray cans.

1.37 **Contractor shall service all vacant units (as requested by SAHA management) during regularly scheduled service times.**

1.38 **The properties to be serviced.**

**Entity I**
Bella Claire (67 Units)
Dietrich Road (30 Units)
Encanta Villa (56 Units)
Claremont (4 Units)
Warren House (7 Units)

**Entity II**
Castlepoint (220 Units)
Churchill Estates (40 Units)

**Entity III**
Sunshine Plaza (100 Units)
Pecan Hills (100 Units)

**Entity IV**
Homestead (157 Units)
La Providencia (90 Units)
ATTACHMENT B
HUD Forms and Conflict of Interest
CONFLICT OF INTEREST QUESTIONNAIRE  
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.

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

Adopted 06/29/2007
ATTACHMENT C
Profile of Firm Form
Company Profile
Request for Proposals No. 1209-910-59-3905 Pest Control Services for Non Profit Properties

HOUSING AUTHORITY OF THE CITY OF SAN ANTONIO, TEXAS (210-477-6059)

Page 33

PROFILE OF FIRM FORM (Page 1 of 2)

(1) Prime ____ Joint Venture/Partner____ Sub-contractor _____  (This form shall be completed by and for each).

(2) Name of Firm:____________________________ Telephone:_____________  Fax: ____________

(3) Street Address, City, State, Zip:______________________________________________________

(4) Identify Principals/Partners in Firm

<table>
<thead>
<tr>
<th>NAME</th>
<th>TITLE</th>
<th>OF OWNERSHIP</th>
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(5) Please indicate the operating structure of your company.

☐ Publicly Held  ☐ Privately Held  ☐ Government  ☐ Non-Profit  ☐ Partnership  ☐ Sole
  Corporation  Corporation  Agency  Organization  Proprietorship

(6) Proposer’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:

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

☐ African  ☐ **Native  ☐ Hispanic  ☐ Asian/Pacific  ☐ Hasidic  ☐ Asian/Indian
  American  American  American  American  Jew  American
  _____%  _____%  _____%  _____%  _____%  _____%  _____%

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

(7) Is the business 51% or more owned by a public housing resident? ___ Yes  ___ No. If yes, provide name and address of the public housing facility:

    Facility Name:________________________________________________________

    Facility Address:________________________________________ City:_____________________

    SWMBE Certification Number:________________________________________

    Certification Agency:______________________________________________

    (NOTE: A CERTIFICATION/NUMBER IS NOT REQUIRED – ENTER IF AVAILABLE)
PROFILE OF FIRM FORM (Page 2 of 2)

(8) Federal Tax ID Number: ______________________________

(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 SAHA? 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
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 D
Section 3 Guidelines and Forms
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 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.

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


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 1\frac{1}{2}\% 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.
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. Once the good faith compliance plan is accepted by SAHA, Contractor must continually demonstrate monthly efforts in good faith to achieve the plan as accepted throughout the duration 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.

For more information about the Section 3 Program, please contact the Section 3 Coordinator at (210) 477-6059.
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 SUMBITTED 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 SUMBITTED 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 SUMBITTED 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: _______________________________
## SECTION 3 PROGRAM GOOD FAITH EFFORT COMPLIANCE PLAN
### ASSIGNED PROJECT WORKFORCE

<table>
<thead>
<tr>
<th>Job Category*</th>
<th>Total Estimated Positions Needed for Project</th>
<th>Number of Positions Occupied by Permanent Employees</th>
<th>Number of Positions Open</th>
<th>Number of Positions to be Filled with Section 3 Residents</th>
<th>Anticipated wages per hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professionals, technicians, office &amp; clerical, officials and managers, sales, craft workers (skilled), operatives (semiskilled, laborers (unskilled), service workers, trainee, other</td>
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(Make Additional Copies as Necessary)

Percentage of Section 3 new hires for this project: ______________

¹ Identify whether position is Full-time (FT), Part-time (PT), or Training position (TP)

Will you be providing benefits to the Section 3 hires? _______ If yes: please describe the benefits package.__________________________________________________________________________

_____________________________________________________________________________________

How many people are currently employed with your company? ___________

---

Page 4 of 7
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__________________________
## SAN ANTONIO HOUSING AUTHORITY

### SECTION 3 PROGRAM GOOD FAITH EFFORT COMPLIANCE PLAN

### SUBCONTRACTOR/SUPPLIER LISTING

<table>
<thead>
<tr>
<th>Subcontractor or Supplier/ Name and Address and phone number</th>
<th>Scope of Work/Product</th>
<th>$ Value</th>
<th>Certified Section 3 Business Concern (Y/N)</th>
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*(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

<table>
<thead>
<tr>
<th>GOOD FAITH EFFORT DOCUMENTATION</th>
<th>Yes (√)</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. If applicable, did you attend pre-bid/proposal conference to learn about Section 3 requirements? If no, please explain why.</td>
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<tr>
<td>2. (a) Did your firm request and obtain a list of Section 3 residents available for work? If no, please provide an explanation.</td>
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<tr>
<td>(b) Did your firm request and obtain a list of Section 3 business concerns? If no, please provide an explanation.</td>
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<tr>
<td>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.</td>
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<tr>
<td>(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.</td>
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<tr>
<td>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.</td>
<td></td>
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<tr>
<td>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. (<em>Please attach copies of solicitation letters of assistance and/or describe, as an Attachment to this section, the personal contact made</em>) If no, please justify.</td>
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<td>6. Were Section 3 employment and/or contract opportunities to this project advertised within the location of the project? (<em>If yes, please include a copy of the advertisement or detail the name of the publication(s), date of advertisement and describe the solicitation</em>) If no, please justify.</td>
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<tr>
<td>7. Were copies of the bid or RFP provided to any Section 3 resident or business concern? If no, please justify.</td>
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<tr>
<td>8. Did you assist interested Section 3 residents/business concerns with (a) training, (b) employment, or (c) obtaining bonding, insurance, or line of credit? (<em>Please detail any assistance that was provided or if they were referred, to whom</em>) If no, please justify.</td>
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<tr>
<td>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.</td>
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<td>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.</td>
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<tr>
<td>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. (<em>Include as an Attachment</em>): (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.</td>
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<td>Item No.</td>
<td>Name</td>
<td>Street Address</td>
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Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701a., 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 Mgmt.
6 = Professional
7 = Tenant Services
8 = Education/Training
9 = Arch/Engg. Appraisal
0 = Other

C: Racial/Ethnic Codes:
1 = White Americans
2 = Black Americans
3 = Native Americans
4 = Hispanic Americans
5 = Asian/Pacific Americans
6 = Historic"
### Contractor’s Quarterly Section 3 Compliance Report

**For The San Antonio Housing Authority**

**Contract #:** ________________________________________

- □ Prime Contractor
- □ Sub-Contractor: ________________________________

- □ Prime Contractor
- □ Sub-Contractor: ________________________________

**Address:** ________________________________________

**Name of Contact Person:** __________________________

**Specific actions undertaken during this reporting period (e.g., job postings, job fair, etc) to achieve the objectives of Section 3 compliance**

<table>
<thead>
<tr>
<th>Name of New Hire – List ALL New Hires</th>
<th>Using Job Codes table at bottom left insert Job Code &amp; Position Title – Indicate if “Trainee”</th>
<th>Did this person qualify under Section 3?</th>
<th>Wage Rate of Section 3 Employees - ONLY</th>
<th>Most recent contact information of Section 3 employees and trainees – Please indicate if their preferred spoken language is not English</th>
</tr>
</thead>
<tbody>
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**JOB CODES**

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
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<tbody>
<tr>
<td>1</td>
<td>Professionals</td>
</tr>
<tr>
<td>2</td>
<td>Technicians</td>
</tr>
<tr>
<td>3</td>
<td>Office/Clerical</td>
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<tr>
<td>4</td>
<td>Officers/Managers</td>
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<tr>
<td>5</td>
<td>Sales</td>
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<td>6</td>
<td>Craft workers (skilled)</td>
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<tr>
<td>7</td>
<td>Operatives (semi-skilled)</td>
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<tr>
<td>8</td>
<td>Laborers (unskilled)</td>
</tr>
<tr>
<td>9</td>
<td>Service workers</td>
</tr>
<tr>
<td>10</td>
<td>Other – List &amp; describe</td>
</tr>
</tbody>
</table>

A) Total # of Employees at Beginning of Contract __________

B) Total # of Employees as of Report Date for this Quarter __________

C) Total # of Section 3 New Hires for this Quarter __________

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

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: ____________________________

SAHA Form S3-6002 (Rev. 3/11)

Please attach additional sheets if necessary
Contractor's Quarterly Section 3 Compliance Report
For The San Antonio Housing Authority

Contract #: ________________________

☐ Prime Contractor
☐ Sub-Contractor: ________________________

Address: __________________________________________

Name of Contact Person: ________________________

Specific actions undertaken during this reporting period (e.g., job postings, job fair, etc) to achieve the objectives of Section 3 compliance:

<table>
<thead>
<tr>
<th>Name of New Hire – List ALL New Hires</th>
<th>Using Job Codes table at bottom left insert Job Code &amp; Position Title – Indicate if “Trainee”</th>
<th>Did this person qualify under Section 3?</th>
<th>Wage Rate of Section 3 Employees - ONLY</th>
</tr>
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</table>

Most recent contact information of Section 3 employees and trainees – Please indicate if their preferred spoken language is not English.

| A) Total # of Employees at Beginning of Contract |
| B) Total # of Employees as of Report Date for this Quarter |
| C) Total # of Section 3 New Hires for this Quarter |
| D) Total # of Section 3 New Hires who are Trainees hired this Quarter |

Certified this _____ day of ________________________

By: ________________________

Printed Name: ________________________

Signature: ________________________

SAHA Form S3-6002 (Rev. 3/11)
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) Mark the appropriate box for the time period in 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 number of employees in the company at the beginning of this contract.
B) The total number of employees as of the report date in the company, for this quarter.
C) Provide the total number of Section 3 hires who were brought on to the Company since the beginning of the Contract.
D) From the number provided under # 18, Letter C, how many of these Section 3 employees are Trainees?
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.
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,
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, chauffeur’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.
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 ____________.

<table>
<thead>
<tr>
<th># of persons in Household</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
<th>8</th>
</tr>
</thead>
<tbody>
<tr>
<td>80% Area Median Income</td>
<td>$34,100</td>
<td>$38,950</td>
<td>$43,800</td>
<td>$48,650</td>
<td>$52,550</td>
<td>$56,450</td>
<td>$60,350</td>
<td>$64,250</td>
</tr>
</tbody>
</table>

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: _____________
ATTACHMENT E
Form of Proposal
Proposal Fee Sheet
FORM OF PROPOSAL

(Attachment E)

(This Form must be fully completed and placed under Tab No. 1 of the “hard copy” tabbed proposal submittal.)

Instructions: Unless otherwise specifically required, the items listed below must be completed and included in the proposal submittal. Please complete this form by marking an “X,” where provided, to verify that the referenced completed form or information has been included within the “hard copy” proposal submittal submitted by the proposer. Also, complete the Section 3 Statement and the Proposer’s Statement as noted below:

<table>
<thead>
<tr>
<th>X=ITEM INCLUDED</th>
<th>SUBMITTAL ITEMS</th>
</tr>
</thead>
<tbody>
<tr>
<td>________________</td>
<td>Tab 1       Form of Proposal (Attachment E)</td>
</tr>
<tr>
<td>________________</td>
<td>Tab 2       HUD Forms &amp; Conflict of Interest Questionnaire (Attachment B)</td>
</tr>
<tr>
<td>________________</td>
<td>Tab 3       Profile of Firm Form (Attachment C)</td>
</tr>
<tr>
<td>________________</td>
<td>Tab 4       Managerial Capacity</td>
</tr>
<tr>
<td>________________</td>
<td>Tab 5       Client Information</td>
</tr>
<tr>
<td>________________</td>
<td>Tab 6       Joint Venture/Partnership Information</td>
</tr>
<tr>
<td>________________</td>
<td>Tab 7       Subcontractors Information</td>
</tr>
<tr>
<td>________________</td>
<td>Tab 8       Section 3 Business Preference Documentation</td>
</tr>
<tr>
<td>________________</td>
<td>Tab 9       Small Business (SWMBE) Utilization Plan</td>
</tr>
<tr>
<td>________________</td>
<td>Tab 10      Section 3 Good Faith Effort Compliance Plan</td>
</tr>
<tr>
<td>________________</td>
<td>Tab 11      Financial Statements and Other Information</td>
</tr>
</tbody>
</table>

SECTION 3 STATEMENT

Are you claiming a Section 3 business preference? YES___ or NO____. If “YES,” pursuant to the documentation justifying such submitted under Tab No 8, which priority are you claiming?

_____ Priority I
_____ Priority II
_____ Priority III
_____ Priority IV
Proposal Fee Sheet

**FEE SHEET FOR PEST CONTROL SERVICES AS DETAILED IN THIS RFP**

<table>
<thead>
<tr>
<th>Routine Pest Control Services</th>
<th>Unit of Measure</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Routine Pest Control Services- Chemical Pesticide</td>
<td>Treatment: Per Unit</td>
<td>$</td>
</tr>
<tr>
<td>Routine Pest Control Services- Organic Pesticide</td>
<td>Treatment: Per Unit</td>
<td>$</td>
</tr>
</tbody>
</table>

**ADDITIONAL UNIT PRICING**

These fees are for additional services outside of the routine monthly pest control services as defined in Section 1.21 of Technical Specifications/Scope of Work. (These unit prices will include all costs associated with the requested service, to include but not limited to labor and all materials, including chemicals, traps, gels, baits, and fogs required to ensure optimal eradication.) **Bed Bugs:** While SAHA seeks contractors that provide services for bed bugs for both chemical/organic and heat treatments, SAHA will accept bids for chemical/organic and/or heat treatments for bed bugs. However, if contractor is providing a bid for chemical or organic treatment, contractor shall also provide bids for bed covers, items 4 through 8 below.

<table>
<thead>
<tr>
<th>SERVICE</th>
<th>Unit of measure</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Bird Deterrent Exterior</td>
<td>Linear Feet</td>
<td>$</td>
</tr>
<tr>
<td>2. Bat Removal to include clean up and exclusion</td>
<td>Per Bat</td>
<td>$</td>
</tr>
<tr>
<td>3. Snake removal</td>
<td>Per event</td>
<td>$</td>
</tr>
<tr>
<td>4. Mattress/Bed Covers for Treatment of Bed Bugs- Crib</td>
<td>Each</td>
<td>$</td>
</tr>
<tr>
<td>5. Mattress/Bed Covers for Treatment of Bed Bugs- Twin</td>
<td>Each</td>
<td>$</td>
</tr>
<tr>
<td>6. Mattress/Bed Covers for Treatment of Bed Bugs- Full</td>
<td>Each</td>
<td>$</td>
</tr>
<tr>
<td>7. Mattress/Bed Covers for Treatment of Bed Bugs- Queen</td>
<td>Each</td>
<td>$</td>
</tr>
<tr>
<td>8. Mattress/Bed Covers for Treatment of Bed Bugs- King</td>
<td>Each</td>
<td>$</td>
</tr>
<tr>
<td>9. Wood Destroying Insects- Eradication Treatment and 6 months of follow ups</td>
<td>Linear Feet</td>
<td>$</td>
</tr>
<tr>
<td>10. Wood Destroying Insects- Eradication Treatment and 6 months of follow ups</td>
<td>Spot Treatment up to 10 Linear Feet</td>
<td>$</td>
</tr>
<tr>
<td>11. Treatment for Bed Bugs- Chemical Pesticide and 14 day follow up to eradicate</td>
<td>Efficiency Bedroom</td>
<td>$</td>
</tr>
<tr>
<td>12. Treatment for Bed Bugs- Organic Pesticide and 14 day follow up to eradicate</td>
<td>Efficiency Bedroom</td>
<td>$</td>
</tr>
<tr>
<td>13. Treatment for Bed Bugs- Chemical Pesticide and 14 day follow up to eradicate</td>
<td>1 Bedroom</td>
<td>$</td>
</tr>
<tr>
<td>14. Treatment for Bed Bugs- Organic Pesticide and 14 day follow up to eradicate</td>
<td>1 Bedroom</td>
<td>$</td>
</tr>
<tr>
<td>15. Treatment for Bed Bugs- Chemical Pesticide and 14 day follow up to eradicate</td>
<td>2 Bedroom</td>
<td>$</td>
</tr>
<tr>
<td>16. Treatment for Bed Bugs- Organic Pesticide and 14 day follow up to eradicate</td>
<td>2 Bedroom</td>
<td>$</td>
</tr>
<tr>
<td>17. Treatment for Bed Bugs- Chemical Pesticide and 14 day follow up to eradicate</td>
<td>3 Bedroom</td>
<td>$</td>
</tr>
<tr>
<td>18. Treatment for Bed Bugs- Organic Pesticide and 14 day follow up to eradicate</td>
<td>3 Bedroom</td>
<td>$</td>
</tr>
<tr>
<td>19. Treatment for Bed Bugs- Chemical Pesticide and 14 day follow up to eradicate</td>
<td>4 Bedroom</td>
<td>$</td>
</tr>
<tr>
<td>20. Treatment for Bed Bugs- Organic Pesticide and 14 day follow up to eradicate</td>
<td>4 Bedroom</td>
<td>$</td>
</tr>
<tr>
<td>21. Treatment for Bed Bugs- Chemical Pesticide and 14 day follow up to eradicate</td>
<td>5 Bedroom</td>
<td>$</td>
</tr>
<tr>
<td>22. Treatment for Bed Bugs- Organic Pesticide and 14 day follow up to eradicate</td>
<td>5 Bedroom</td>
<td>$</td>
</tr>
<tr>
<td>23. Treatment for Bed Bugs- Heat Treatment and 14 day follow up to eradicate</td>
<td>Efficiency Bedroom</td>
<td>$</td>
</tr>
<tr>
<td>24. Treatment for Bed Bugs- Heat Treatment and 14 day follow up to eradicate</td>
<td>1 Bedroom</td>
<td>$</td>
</tr>
<tr>
<td>25. Treatment for Bed Bugs- Heat Treatment and 14 day follow up to eradicate</td>
<td>2 Bedroom</td>
<td>$</td>
</tr>
<tr>
<td>26. Treatment for Bed Bugs- Heat Treatment and 14 day follow up to eradicate</td>
<td>3 Bedroom</td>
<td>$</td>
</tr>
<tr>
<td>27. Treatment for Bed Bugs- Heat Treatment and 14 day follow up to eradicate</td>
<td>4 Bedroom</td>
<td>$</td>
</tr>
</tbody>
</table>
### Contractor shall bid on all the above Pest Control Services and Additional Unit Prices in order to be deemed responsive

Discount for early payment __________%  net __________ days

#### Addenda Acknowledgements

Addendum #1________________________ Date____________________

Addendum #2________________________ Date____________________

Addendum #3________________________ Date____________________

Addendum #4________________________ Date____________________

---

**Request for Proposals No. 1209-910-59-3905 Pest Control Services for Non Profit Properties**

<table>
<thead>
<tr>
<th>SERVICE</th>
<th>Unit of measure</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>28. Treatment for Bed Bugs - Heat Treatment and 14 day follow up to eradicate</td>
<td>5 Bedroom</td>
<td>$</td>
</tr>
<tr>
<td>29. Skunks, Raccoons, Possums, Armadillos (By trapping only) to include 5 daily follow up visits to eradicate, check trap, dispose and relocate animal</td>
<td>Per Event</td>
<td>$</td>
</tr>
<tr>
<td>30. Exterior Building Rodent Bait Boxes to include initial service, follow ups and refills for a period of 6 months</td>
<td>Per Bait Box</td>
<td>$</td>
</tr>
<tr>
<td>31. Hornets, Wasps, and Bee Removal</td>
<td>Per Event</td>
<td>$</td>
</tr>
<tr>
<td>32. Treatment for fleas and ticks - Chemical Pesticide and 14 day follow up to eradicate</td>
<td>Efficiency Bedroom</td>
<td>$</td>
</tr>
<tr>
<td>33. Treatment for fleas and ticks - Organic Pesticide and 14 day follow up to eradicate</td>
<td>Efficiency Bedroom</td>
<td>$</td>
</tr>
<tr>
<td>34. Treatment for fleas and ticks - Chemical Pesticide and 14 day follow up to eradicate</td>
<td>1 Bedroom</td>
<td>$</td>
</tr>
<tr>
<td>35. Treatment for fleas and ticks - Organic Pesticide and 14 day follow up to eradicate</td>
<td>1 Bedroom</td>
<td>$</td>
</tr>
<tr>
<td>36. Treatment for fleas and ticks - Chemical Pesticide and 14 day follow up to eradicate</td>
<td>2 Bedroom</td>
<td>$</td>
</tr>
<tr>
<td>37. Treatment for fleas and ticks - Organic Pesticide and 14 day follow up to eradicate</td>
<td>2 Bedroom</td>
<td>$</td>
</tr>
<tr>
<td>38. Treatment for fleas and ticks - Chemical Pesticide and 14 day follow up to eradicate</td>
<td>3 Bedroom</td>
<td>$</td>
</tr>
<tr>
<td>39. Treatment for fleas and ticks - Organic Pesticide and 14 day follow up to eradicate</td>
<td>3 Bedroom</td>
<td>$</td>
</tr>
<tr>
<td>40. Treatment for fleas and ticks - Chemical Pesticide and 14 day follow up to eradicate</td>
<td>4 Bedroom</td>
<td>$</td>
</tr>
<tr>
<td>41. Treatment for fleas and ticks - Organic Pesticide and 14 day follow up to eradicate</td>
<td>4 Bedroom</td>
<td>$</td>
</tr>
<tr>
<td>42. Treatment for fleas and ticks - Chemical Pesticide and 14 day follow up to eradicate</td>
<td>5 Bedroom</td>
<td>$</td>
</tr>
<tr>
<td>43. Treatment for fleas and ticks - Organic Pesticide and 14 day follow up to eradicate</td>
<td>5 Bedroom</td>
<td>$</td>
</tr>
</tbody>
</table>
Proposer’s 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 Proposals were provided herein will be delivered as specified in the Proposal,

3. 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.,

4. Proposer agrees that this proposal shall remain open and valid for at least a period of 90 days from the date of the Proposal Opening and that this Proposal 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 Proposal,

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 Proposal 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,

8. Non-Collusive Affidavit: The undersigned party submitting this Proposal hereby certifies that such Proposal is genuine and not collusive and that said Proposer has not colluded, conspired, connived or agreed, directly or indirectly, with any Proposer or person, to put in a sham Proposal or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the Proposal price of affiant or of any other Proposer, to fix overhead, profit or cost element of said Proposal price, or that of any other Proposer or to secure any advantage against SAHA or any person interested in the proposed contract; and that all statements in said Proposal are true.

9. Child Support: Pursuant to Section 231.006 (d) of the Texas Family Code, regarding child support, the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

10. Lobbying Prohibition: The Contractor agrees to comply with Section 1352 of Title 31, United States Code which prohibits the use of Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and 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; or the modification of any Federal contract, grant, loan, or cooperative agreement.

SIGNED: ________________________________
(Print Name)

_________________________________
(Print Company Name) (Company Phone & Fax & Email Address)

_________________________________ (Seal if by Corporation)
(Date)

HOUSING AUTHORITY OF THE CITY OF SAN ANTONIO, TEXAS (210-477-6059)