



**Request for Qualifications  
for Design services for Juan Hart and Lt. Palmer  
Baird Memorial Apartments**

**Solicitation No. TS 18-Q-0023**

Housing Authority  
of  
the City of El Paso, Texas

Gerald Cichon  
Chief Executive Officer

An Equal Opportunity Employer  
and Contracting Agency



# Housing Authority of the City of El Paso

RFQ: TS 18-Q-0023

Request for Qualifications for Design services for Juan Hart and Lt. Palmer Baird Memorial Apartments

## Request for Qualifications

### For Design services for Juan Hart and Lt. Palmer Baird Memorial Apartments

Request for qualifications will be available online at 10:00 A.M. Mountain Standard Time (MST) beginning **September 27, 2018**, to view the solicitation. **Refer to Request for Proposal No. TS 18-Q-0023**. This solicitation is only available electronically. To view the solicitation, please visit and click on the “E-Procurement” link. You will have the opportunity to register and view the solicitation. There is no fee associated with the use of this system.

**A pre-proposal conference will be held on October 4, 2018 at 2:00 P.M. MST at 5300 E. Paisano Dr.** Any questions regarding the RFP may be directed to Ms. Eddie Rocha, at (915) 849-3789 or [erocha@hacep.org](mailto:erocha@hacep.org). If you would like to join in the tele-conference, call (877) 226-9790, access code 9217791.

**The closing date and time for receipt of sealed proposals is October 19, 2018 at 3:00 P.M. MST.** All proposals shall be submitted in “Sealed Envelopes” and may be delivered or hand carried to: Housing Authority of the City of El Paso Texas, Attn: Ms. Eddie Rocha, Contract Specialist, 5300 E. Paisano Dr., El Paso, Texas, 79905-2051.

A handwritten signature in blue ink, appearing to read 'Juan Pulido', is written over a horizontal line.

Juan Pulido  
Procurement Manager

#### Advertisement

El Paso Times:      Thursday:      September 27, 2018  
                                 Friday:              October 5, 2018



# Housing Authority of the City of El Paso

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Request for Qualifications for Design services for Juan Hart and Lt. Palmer Baird Memorial Apartments

## Executive Summary Notice Request for Qualifications (RFQ)

**Solicitation No.:** TS 18-Q-0023

**CONTACT OF THIS SUBMISSION:** Should you have technical questions regarding this request call: Ms. Eddie Rocha, at (915) 849-3789.

**RFQ SUBJECT: Request for Qualifications for Design Services for Juan Hart and Lt. Palmer Baird Memorial Apartments**

The Housing Authority of the City of El Paso, Texas is acquiring through the Procurement Administration Department, the services of a qualified firm to provide Professional Services Qualification Based Selection.

The Housing Authority of the City of El Paso, Texas (hereinafter referred to as the HACEP) contemplates award of a contract for Professional Services Qualification Based Selection. Offers in response to this solicitation will be evaluated using the Qualifications Based Selection Evaluation Process. Offers must be submitted as **1 Original with six (6) copies** and in accordance with all other instructions provided in the Request for Qualifications. Failure to furnish a complete offer at the time and date specified in the solicitation may result in elimination from consideration.

Formal communications such as request for clarifications and/or information concerning this solicitation shall be submitted in writing no later than **October 9, 2018 @ 2:00 PM** directed to Ms. Eddie Rocha, Contract Specialist, [erocha@hacep.org](mailto:erocha@hacep.org) at the Procurement Administration and at the address reflected in the solicitation.

**STATEMENT OF QUALIFICATIONS:** Complete the Statement of Qualifications form attached, and sign. Staff will evaluate the statement of qualifications utilizing the rating criteria attached.

**RFQ REQUIREMENTS:** Prepare qualifications following the outline of the Scope of Services and specifications, attached. Qualifications do not have to address every item in the Scope of Services, but shall generally be responsive to the project objective and phases. All materials submitted automatically become property of the Housing Authority of the City of El Paso, Texas.

**TIME AND PLACE OF SUBMISSION:** Submissions will be received until **3:00 P.M. MST., October 19, 2018**, in the offices of the Housing Authority of the City of El Paso, Texas, 5300 E. Paisano Dr., El Paso, Texas 79905.

Since the Housing Authority of the City of El Paso, Texas is interested in limiting costs associated with the acquisition process, offerors not intending to continue with the RFQ are requested to submit a letter requesting they be taken off the mailing list for this solicitation.

Thank you for your interest in this project. We look forward to receiving your qualifications.

Juan Pulido



# Housing Authority of the City of El Paso

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Date Issued: September 27, 2018  
Subject: Request for Qualifications (RFQ)

Solicitation No. TS 18-Q-0023

Separate sealed qualifications for Professional Services Qualification Based Selection, El Paso, Texas will be received at the following address:

**Contract Compliance & Procurement Administration  
Housing Authority of the City of El Paso, Texas  
5300 Paisano  
El Paso, Texas 79905 – 2931**

until 3:00 P.M. MDT, local time, October 19, 2018. Offers will be held in confidence and not released in any manner until after contract award.

**For any Contract which requires the Contractor to provide services, the Contractor shall, prior to commencement of work, provide HACEP with Certificates of Insurance in the below amounts and shall maintain such coverage in effect for the full duration of the Contract. HACEP must be named as additional insured in the insurance certificate(s). All prospective proposer will be required to have Professional Liability Insurance and other insurance requirements or show the ability to obtain such insurance if awarded contract.**

**Professional liability insurance in the amount of \$1,000,000 per occurrence for the Respondent and any other professionals used by the Respondent, with respect to negligent acts, errors or omissions in connection with professional services to be provided in connection with the development project. HACEP must be added as an “additional insured”.**

<b>General Liability</b>	<b>\$1,000,000</b>
<b>Automobile (if contractor has vehicles on HACEP premises)</b>	<b>\$1,000,000</b>
<b>Workman’s Compensation Insurance (for onsite work)</b>	<b>\$1,000,000</b>

**Inappropriate Contact Prohibited**

**Any form of contact by a proposer or potential proposer regarding this RFQ, at any time during the solicitation process, from initial advertisement through award, with Commissioners of the Housing Authority of the City of El Paso, Texas (HACEP) or any person employed by HACEP, other than through the communication channels as stipulated in this RFQ or as subsequently instructed by HACEP through the evaluation and negotiation process, will constitute grounds for rejection of their proposal.**

By submission of qualifications, the proposer agrees, if its offer is accepted, to enter into a contract with the Housing Authority of the City of El Paso, Texas, (hereinafter referred to as HACEP) in the form included in the solicitation documents, to complete all work as specified or indicated in the contract documents for the contract price and within the time parameters negotiated. The proposer further accepts all of the terms and conditions of the Request for Qualifications.



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**Effective immediately, all proposals delivered to 5300 E. Paisano must be received by Procurement Staff. The receptionist will notify a procurement staff member to accept your proposal. Receptionist staff cannot accept your proposal and is not responsible for mishandling your proposal.**

**Each offeror is responsible to ensure that they have received all amendments related to this solicitation. Contract Compliance will send amendments through e-procurement, through fax, etc. For those companies that download this solicitation through e-procurement, amendments will be posted to e-procurement. Companies that receive this solicitation in electronic format through other than e-procurement may not receive notifications.**

All proposals will be evaluated on eligibility criteria and factors for award stated in this proposal.

The Housing Authority of the City of El Paso, Texas specifically reserves the right to reject any or all proposals, waive technicalities and to award the contract in the best interest of the Housing Authority. Price alone will not be the sole determining criteria in the selection process.

A committee will evaluate the qualifications that are received. All qualifications will be evaluated on eligibility criteria and factors for award stated in this Request for Qualifications.

HACEP specifically reserves the right to reject any or all offers, waive technicalities and to award the contract in the best interest of HACEP.



# Housing Authority of the City of El Paso

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(Must be completed by Offeror)		SOLICITATION OFFER AND AWARD	
Number(s)		Offeror acknowledges receipt of amendment(s)	
		Date(s)	
<b>11. Name and Address of Offeror:</b>	<b>12. Name and Title of Person Authorized to Sign Offer (TYPE OR PRINT)</b>		
<b>13. Telephone No. (include area code)</b>	<b>14. <input type="checkbox"/> Check if remittance address is different from Above – Enter such address in</b>  Federal ID No. _____		
<b>15. Signature:</b> _____	<b>Offer Date:</b> _____		

AWARD (To be completed by Authority)

<b>16. Accepted as to items numbered:</b>	<b>17. Amount:</b>
<b>18. Submit invoices to:</b> Accounting and Finance Department <a href="mailto:accountspayable@hacep.org">accountspayable@hacep.org</a> Attn: Accounts Payable HACEP 5300 E. Paisano Dr. El Paso, Texas 79905 – 2931	<b>19. Technical Representative</b>  <b>Name:</b> <u>Tom Delove</u>  <b>Telephone No.</b> <u>915-849-3813</u>
<b>20. Administered by:</b> Procurement and Contract Compliance Department HACEP 5300 E. Paisano Dr. El Paso, Texas 79905 – 2931 (915) 849-3776	<b>21. Payment will be made by:</b> Accounts Payable Department HACEP 5300 E. Paisano Dr. El Paso, Texas 79905 – 2931 (915) 849-3742
<b>22. Name of Contracting Officer (Type or Print)</b>  <u>Gerald Cichon, Chief Executive Officer</u>	<b>23. Signature of Contracting Officer:</b>
<b>Award Date:</b>	<b>IMPORTANT:</b> Award will be made by formation of contract. Award notice will be generated by NAHRO e-procurement or similar manner.



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Request for Qualifications for Design services for Juan Hart and Lt. Palmer Baird Memorial Apartments

**Request for Qualifications for Design services  
for Juan Hart and Lt. Palmer Baird Memorial Apartments**

**RFQ Solicitation # TS 18-Q-0023**

The Housing Authority of El Paso (HACEP), requires design services for planned site improvements to Juan Hart and Lt. Palmer Baird Memorial Apartments Communities, two (2) HACEP low income communities which will be opened for public use. The desired improvements include recreational and open space elements, including landscaping, fixtures, sidewalks, security and lighting elements. The total project budget is \$761,282.70 and must be started by estimated start of 11/1/18 (e.g. 30-days post full execution of certain CDBG funds enabling documents) and completed/delivered no later than 8/31/19.

Project was approved by The City of El Paso on July 10, 2018 as part of City's PY 2018-2019 Annual Action Plan and funding is available through the Community Development Block Grant Program ("CDBG"). Selected candidate must be familiar with CDBG guidelines, 24 CFR §570.208, state and local regulations affecting this project.

The HACEP communities are located in El Paso at the following addresses:

Hart: 4861 Atlas Drive. El Paso, Texas 79904 (District 2)

Baird: 4747 Atlas Drive. El Paso, Texas 79904 (District 2)

**I. Background Information:**

As part of a portfolio-wide renovation project, HACEP recently converted Juan Hart and Lt. Palmer Baird Memorial Apartment complexes from Public Housing to the Section 8 Rental Assistance Demonstration Program, completing a substantial rehabilitation in the process. The projects have a total of 103 units, available to families and elderly with incomes below 60% of AMI. An important aspect to this project will be to maintain high living standards and quality of life, an objective to be achieved through adequate open spaces and recreational facilities. HACEP will enhance the existing facilities and open them for public use for the benefit of the surrounding neighborhood, under certain conditions. Through this HACEP/City partnership, CDBG funds will be used to improve the sports and open space facilities to meet public demand for recreational amenities in the neighborhood, to improve walkability and connectivity by installing sidewalks with landscaping and street trees between the two sites, and to introduce flood control measures by increasing permeable surfaces. This project not only helps meet the need for green space and sidewalk connectivity in the neighborhood, but also represents a commitment to sustainable urban practices made possible through the collaboration across municipal agencies.

HACEP is the managing organization responsible for both the implementation of the proposed improvements and the ongoing operations of the facilities in partnership with the City of El Paso.



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## **II. Purpose:**

Selected Architectural team will provide all services necessary to assess and verify existing conditions; review and verify design standard requirements; and develop a needs assessment. Provide specifications for furniture, fixtures and equipment (FF&E); provide computer-aided design and drafting (CAD) documentation; prepare bidding documents; provide permitting services; coordinate with HACEP and City of El Paso, as needed; provide value engineering; assist with bidding and award activities; arrange and conduct meetings; perform construction phase services, including construction management; coordinate commissioning activities; and assist in the warranty review. HACEP will follow the selection process as prescribed in Texas Government Code section 2254.004

## **III. Objective:**

HACEP proposes to retain a highly qualified architectural firm or joint venture to provide the services described herein. Architectural firms and team members with significant experience in planning and designing projects with similar characteristics will be given prime consideration for this project. Those firms or joint ventures that participate in this RFQ process will be referred to as “Respondents”. “Respondent” and its sub-consultants shall be referred to collectively as the “Team”. The successful firm or joint venture will be referred to, in the RFQ, as the “Architect”.

## **IV. Scope of Project and Improvement Plans:**

Project Name: **BAIRD & HART APARTMENTS PROPOSED IMPROVMENTS**

The Housing Authority of El Paso (HACEP), in partnership with the City of El Paso, intends to improve the current apartment complex exterior by utilizing CDBG funds to meet the quality of life demands of the neighborhood as well as the low-income elderly and family communities that occupy the Hart & Baird complexes, both located on Atlas Ave. in El Paso, TX.

The project will consist of improvement of existing city sidewalks, existing and new landscape, new security systems, existing and new site amenities/ accessories, as well as new/existing site & street lighting improvements.

Skillful exterior layout and efficient, functional design will be critical to the success of this project. The Architect will, as part of this project, design to an appropriate level of a LEED Green Building Rating System or Green Globes and will document this using USGBC’s Project Checklist, or similar, and backup data. The decision whether to pursue actual certification with the USGBC or Green Globes will be made at a later time.





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**The total project budget is \$629,159.25 available for construction.**

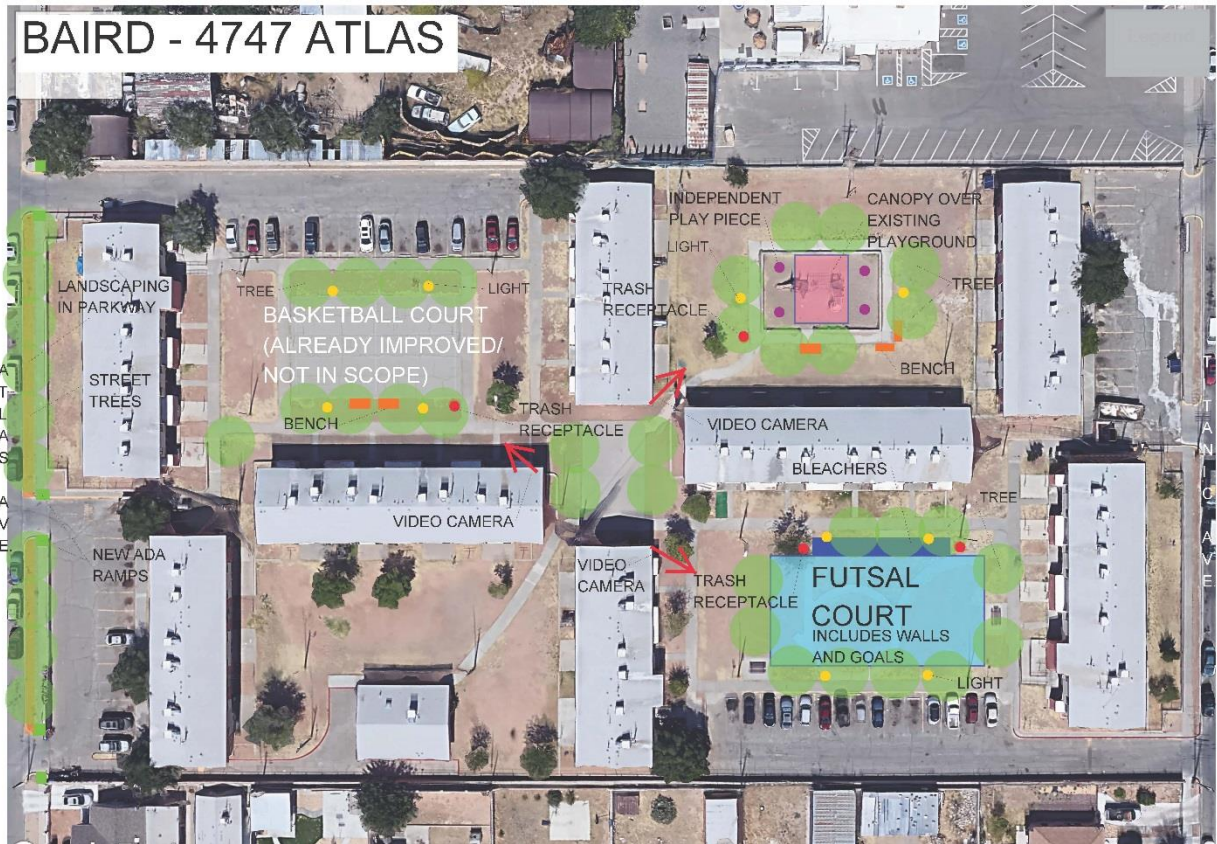
Location & legal description:

A. BAIRD APARTMENTS

Location: 4747 Atlas Ave., El Paso TX 79904  
Geo ID (PID): S917999002D0100  
Prop ID: 330453  
Zoning code: A-2  
Legal Description: Sunrise Acres #2 86 to 89 (143,345 SF)

The proposed improvements to include:

1. New and/or existing Benches
2. Landscaping design to include trees, use of native, Chihuahua dessert drought resistant plants
3. Irrigation system design to minimize water use, water saving drip irrigation desired, storm water collection, etc.
4. Improved lighting design to improve safety, street lights along Atlas Avenue, basketball court and playground area
5. Security camera design within the open areas of both properties.
6. A new Futsal court (e.g. urban sized soccer field).
7. Improved ramps and widening of the approach into the parking areas to better accommodate visitors.
8. Landscaping and improvements as needed on the 800 feet of sidewalks that connect the two properties along Atlas Ave. Improvements will include street trees, and lights as needed to improve visibility.
9. Install ADA compliant ramps on Atlas Avenue



Note: CDBG funds will not be used to any improvements outside these areas or elsewhere in HACEP properties.

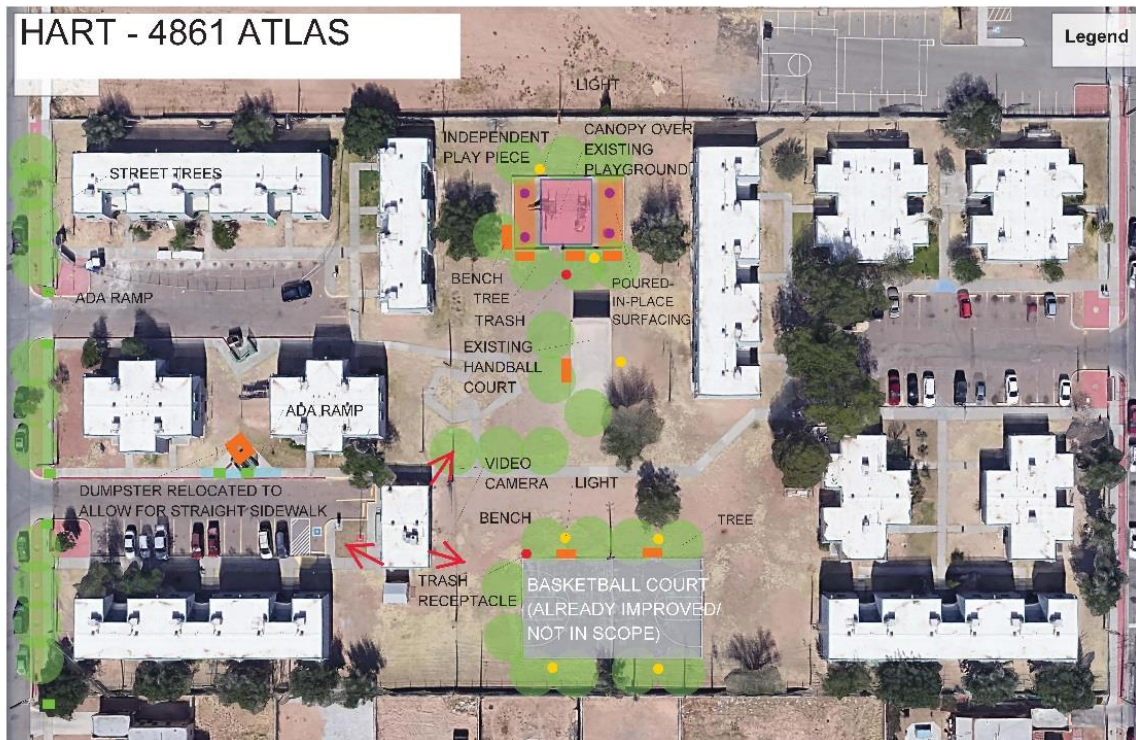
**B. HART APARTMENTS**

Location: 4861 Atlas Ave., El Paso TX 79904  
 Geo ID (PID): S917999002C4000  
 Prop ID: 46598  
 Zoning code: A-2 SC  
 Legal Description: Sunrise Acres #2 72 to 75 (175,213 SF)

The proposed improvements to include:

1. New and/or existing Benches
2. Landscaping design to include trees, use of native, Chihuahua dessert drought resistant plants

3. Irrigation system design to minimize water use, water saving drip irrigation desired, storm water collection, etc.
4. Improved lighting design to improve safety, street lights along Atlas Avenue, basketball court, handball court and playground area
5. New canopies over existing playground areas as well as adjacent poured-in place surfacing to the sides of the same
6. Security camera design within the open areas of both properties.
7. Dumpster relocation/adjustment to allow continuity of sidewalk.
8. Improved ramps and widening of the approach into the parking areas to better accommodate visitors.
9. Landscaping and improvements as needed on the 800 feet of sidewalks that connect the two properties along Atlas Ave. Improvements will include street trees, and lights as needed to improve visibility.
10. Install ADA compliant ramps on Atlas Avenue



Note: CDBG funds will not be used to any improvements outside these areas or elsewhere in HACEP properties.



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### C. ATLAS AVE. PARKWAY CDBG PROPOSED IMPROVEMENTS

Location: 4747 & 4861 Atlas Ave., El Paso TX 79904

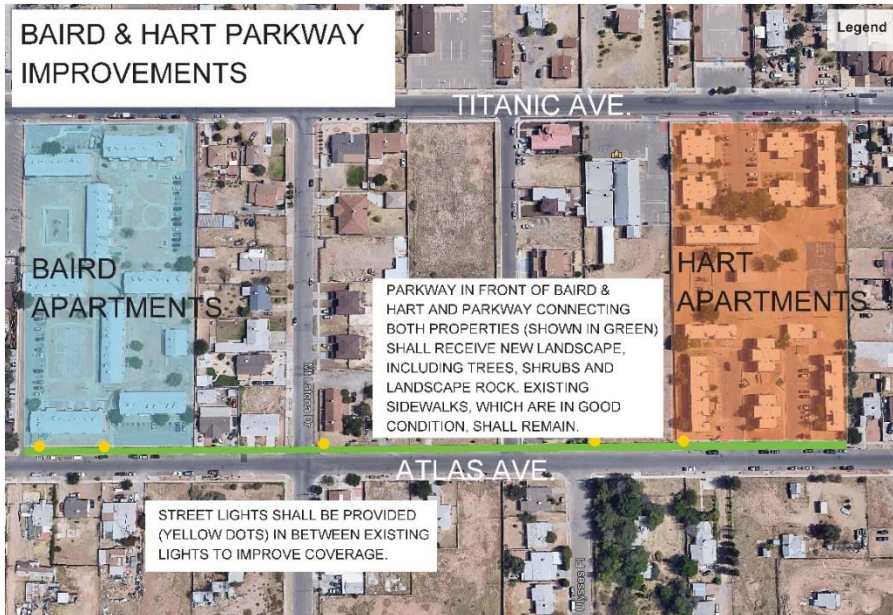
1. Hart and Baird's recent renovation included repaving of internal circulation to be ADA compliant. However, the external sidewalks in the public right of way were outside the boundary of the RAD improvements and thus have not been modernized. Therefore, HACEP additionally, plans to use CDBG funds to install ADA ramps and new sidewalks along Atlas Ave between the two properties, improving connectivity accessibility to the properties, as well as improving the accessibility of public space, as required by local regulation. The new sidewalks will include ADA compliant ramps and clearance of surface obstruction. These sidewalk improvements will be accompanied by landscaping enhancements, including the addition of street trees to the sidewalks on Atlas Ave, as well as additional lighting. Doing so will ensure that the community members have a pleasant and safe area for recreation that would otherwise be inaccessible to them.
2. The landscaping will also have the added benefit of increasing the permeable surface area in a section of the city that encounters flood problems during heavy rainfall events. Trees and shrubs will be low water-use, native or well adapted to the El Paso area. As such they are more resistant to local pests and diseases, thus requiring less maintenance. The selected plants will celebrate the natural beauty of the Chihuahuan desert's unique landscape. Irrigation system will be a high-efficiency, water-saving, drip irrigation system with rain sensor, all designed to minimize water use, which is a valuable resource in our desert environment. Landscaping in the parkway will be swaled to collect storm water. This allows valuable rainfall to be captured and used to water plant material, thus decreasing the water bill. This also minimizes the need for costly storm water infrastructure, as water will be directed to landscape areas, infiltrate into the ground, where it will be naturally filtered and recharge groundwater supply.



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Note: all proposed CDBG-funded improvements including light fixtures, greenery and equipment, will only be installed in the areas that are to be opened for public use as shown in the conceptual plans above.

## V. Required Qualifications and Selection Criteria:

HACEP and City of El Paso are seeking a highly qualified Architectural firm or joint venture, experienced in providing the professional programming, planning and design services outlined in the Scope of Work.

MINIMUM QUALIFICATIONS AND EXPERIENCE:

The firm shall comply with the following qualifications:

The proposed consultants shall comply with the following qualifications:

- At least one member of the team shall be a registered architect in the State of Texas with minimum five (5) years of experience designing Community/Recreation Centers and Multifamily and/or Public Housing, Site Planning/Development projects and urban design related projects.
- At least one member of the team shall be a Registered Accessibility Specialist (RAS) or the firm should be able to subcontract one RAS as part of their team.



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- The team shall demonstrate experience in Pedestrian-Friendly Design and distribution (Smart Code).
- The firm/team should be able to sub-contract and work along with a team of professional services providers.
- The team shall demonstrate experience in designing similar buildings and facilities in similar weather conditions and water restrictions.
- The team shall demonstrate experience in producing construction documents in Building Information Modeling (BIM) (Revit or similar) and CAD.
- The team shall demonstrate experience with Project Delivery Rating Index (PDRI).

Firms who do not meet the above minimum qualifications according to the Scoping and Evaluation Team will be notified in writing of the decision. The proposal(s) of the firm(s) who do not meet the minimum qualifications will not be considered.

#### QUALIFICATIONS EVALUATION:

The required qualifications may be demonstrated in the experience of the Architect and/or the Team. A Selection Committee composed of representatives from the Developer Services Department will review the Statement of Qualifications (SOQ's). The criteria used to evaluate the RFQ responses will include the following:

- A. Completeness of submittal response: SOQ follows the prescribed format and contains all information requested in RFQ (maximum 15 points).
- B. Strong, established, and proven working relationships with Team members, as indicated on response or narrative (maximum 10 points).
- C. Experience in similar or relevant projects by Team firms, as shown in Section D and Project Briefs (maximum (10 points).
- D. Experience in similar or relevant projects by individuals who would be assigned to this project, (maximum 15 points).
- E. Experience by firms and individuals with park and similar projects as provided on response (maximum 10 points).
- F. Project experience by firms and individuals with the City or other governmental agencies or



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- institution, as shown in Project Briefs (maximum 5 points).
- G. Track record of meeting deadlines and working within a budget, as described in Section 3 narrative and as shown on Project Briefs (maximum 5 points).
- H. Demonstrable systems and processes in-house for insuring quality and timely performance on projects, as explained in Section 3 Narrative (maximum 5 points)
- I. Understanding of City's needs and appropriateness of Team's approach to this project, as described in Section 3 Narrative (maximum 15 points).
- J. Applicability and quality of References, as provided in RFQ response Testimonials (maximum 5 points).
- K. Familiar with CDBG guidelines, 24 CFR §570.208 (maximum 5 points)

TOTAL: 100 pts

## **Required Services:**

- A. Planning/Programming. Site assessment and verify existing conditions in order to gather required information to start the design phasing; review and verify design standard requirements as per CDBG guidelines; program and develop a needs assessment.
- B. Design Phase.
- Design Phase I: design services include Schematic Design and Design Development.
  - Design Phase II: services involve the development of Contract Documents. Contract Documents shall be suitable for the solicitation of competitive construction bids/proposals.
  - The designer shall be responsible to comply with all local, state, and federal building codes.
  - The designer shall be responsible to submit required construction document sets to City of El Paso Planning and Inspections Department for review and approval during final design phase period.
  - The designer shall be responsible to obtain approval from the City of El Paso Planning and Inspections Department before the construction documents are submitted for bid advertisement. It shall be the responsibility of the designer to follow up review and approval process with the City of El Paso Planning and Inspections Department.
  - After approval the designer will pick up approved plans and store them in a safe place. The designer shall not be responsible of obtaining a building permit. The selected general



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contractor shall be responsible of obtaining the building permit. The City of El Paso Planning and Inspections Department shall be responsible to review grading and drainage, storm water pollution prevention plan, electrical, structural, mechanical, plumbing permit requirements.

- If needed, the designer shall be responsible to prepare all documents that include but are not limited to metes and bounds descriptions, site plans, elevations, floor layouts, and applications for permits, special permits, zoning changes, and land use permits.
- The designer shall represent HACEP & the City of El Paso to make presentations, answer questions at the City of El Paso Design Review Committee meeting and City Council meetings.
- All permit and other discrepancies must be resolved and changes incorporated into the Contract Documents before approval can be given by the City for the 100% submittal and the subsequent initiation of the bidding process.
- Architectural and engineering services will include, but are not limited to, construction drawings using BIM/CAD and, more specifically, the Uniform Drawing System (UDS) distributed by the Construction Specifications Institute (CSI) with layering standards developed by the American Institute of Architects (AIA). CSI-style specifications; commissioning procedures and documents; specifications of FF&E.

C. Construction Phase. Construction Phase services include; bidding phase assistance; construction administration, construction management services and post-construction services which covers items, such as commissioning and warranties, for a period following the completion of construction.

#### PROJECT DOCUMENT PACKAGE DESCRIPTION:

The consultant shall submit the following document packages:

##### A. Schematic Design (15% Complete):

After project kick-off meeting and project programming meetings and comments have been received, the consultant shall prepare and submit the following Schematic Design Package to include but not limited to the following:

- Coversheet (40% complete)
- Architectural Plans and Details (30% complete)
- *Minimum two (2) renderings of Exterior Elevations (100%) - Presentation quality*
- Public Outreach presentation files (Power Point or similar)





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- Electrical Plans and Details (10% complete)
- Mechanical Plans and Details (10% complete) -if applicable only
- Plumbing Plans and Details (10% complete) -if applicable only
- Civil Engineering Plans (20% complete)
- Construction Notes (10% complete)
- Storm Water Pollution Prevention Plan (0% complete)
- Construction Details (10% complete)
- Landscape Plan (10% complete)
- Landscape Details (0% complete)
- Irrigation Plan (0% complete)
- Irrigation Details (0% complete)
- Outline of Specifications - Table of Contents (15% complete)

Upon the completion schematic design phase, the consultant shall submit five (5) copies of the schematic design documents for review and comments and upload pdf of submittals into ProCore. If Capital Improvement Department (CID) considers the submittal as not compliant to the above required completion percentages, the designer must resubmit as per the above mentioned requirements.

**B. Preliminary Design (30% Complete):**

After all City departments comments have been received, the consultant shall prepare and submit the following Preliminary Design Package to include but not limited to the following:

- Coversheet (80% complete)
- Architectural Plans and Details (50% complete)
- Updated Exterior Elevations renderings - Presentation quality
- Presentation files for City Council (Power Point or similar)
- Electrical Plans and Details (30% complete)
- Mechanical Plans and Details (30% complete) -if applicable only
- Plumbing Plans and Details (30% complete) -if applicable only
- Civil Engineering Plans (50% complete)
- Construction Notes (30% complete)
- Storm Water Pollution Prevention Plan (50% complete)
- Construction Details (30% complete)
- Landscape Plan (30% complete)
- Landscape Details (35% complete)



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- Irrigation Plan (30% complete)
- Irrigation Details (30% complete)
- Outline of Specifications - Table of Contents (80% complete)

Upon the completion preliminary design phase, the consultant shall submit five (5) copies of the preliminary design documents for review and comments and upload pdf of submittals into ProCore. If Capital Improvement Department (CID) considers the submittal as not compliant to the above required completion percentages, the designer must resubmit as per the above mentioned requirements.

C. Design Development Submittal (60% Complete):

After the City Council approval of Preliminary Design package, the consultant shall prepare and submit the following Design Development Package to include but not limited to the following:

- Coversheet (85% complete)
- Architectural Plans and Details (60% complete)
- Updated Exterior Elevations renderings - Presentation quality
- Presentation files for Public Outreach (Power Point or similar)
- Electrical Plans and Details (60% complete)
- Mechanical Plans and Details (60% complete)
- Plumbing Plans and Details (60% complete)
- Civil Engineering Plans (600% complete)
- Construction Notes (60% complete)
- Storm Water Pollution Prevention Plan (80% complete)
- Typical Construction Details (60% complete)
- Special Construction Details (60% complete)
- Landscape Plans (60% complete)
- Typical Landscape Details (60% complete)
- Special Landscape Details (60% complete)
- Irrigation Plans (60% complete)
- Typical Irrigation Details (60% complete)
- Special Irrigation Details (60% complete)
- Technical Specifications Table of Contents (85% complete)
- Technical Specifications (60% complete)



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Upon completion of the design development phase, the consultant shall submit five (5) copies of the design development documents for review and comments and upload pdf of submittals into ProCore. If Capital Improvement Department (CID) considers the submittal as not compliant to the above required completion percentages, the designer must resubmit as per the above mentioned requirements.

**D. Pre-Final Design (90% Complete):**

After the City Council approval of Preliminary Design package, the consultant shall prepare and submit the following Pre-Final Design Package to include but not limited to the following:

- Coversheet (95% complete)
- Architectural Plans and Details (90% complete)
- Electrical Plans and Details (90% complete)
- Updated Exterior Elevations renderings - Presentation quality
- Presentation files for Public Outreach (Power Point or similar)
- Mechanical Plans and Details (90% complete)
- Plumbing Plans and Details (90% complete)
- Civil Engineering Plans (90% complete)
- Construction Notes (90% complete)
- Storm Water Pollution Prevention Plan (90% complete)
- Typical Construction Details (90% complete)
- Special Construction Details (90% complete)
- Landscape Plans (90% complete)
- Typical Landscape Details (90% complete)
- Special Landscape Details (90% complete)
- Irrigation Plans (90% complete)
- Typical Irrigation Details (90% complete)
- Special Irrigation Details (90% complete)
- Swimming Pool Equipment Layout and Details (90% complete)
- Technical Specifications Table of Contents (90% complete)
- Technical Specifications (90% complete)

Upon the completion pre-final design phase, the consultant shall submit five (5) copies of the pre-final design documents for review and comments and upload pdf of submittals into ProCore. If Capital Improvement Department (CID) considers the submittal as not compliant to the above required completion percentages, the designer must resubmit as per the above mentioned requirements.



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E. Final Design:

After the CID approval of Pre-Final Design package, the consultant shall prepare and submit the following Final Design Package to include but not limited to the following:

- Coversheet (100% complete)
- Architectural Plans and Details (100% complete)
- Updated Exterior Elevations renderings - Presentation quality
- Presentation files for City Council (Power Point or similar)
- Electrical Plans and Details (100% complete)
- Mechanical Plans and Details (100% complete) -if applicable only
- Plumbing Plans and Details (100% complete) -if applicable only
- Civil Engineering Plans (100% complete)
- Construction Notes (100% complete)
- Storm Water Pollution Prevention Plan (100% complete)
- Typical Construction Details (100% complete)
- Special Construction Details (100% complete)
- Landscape Plans (100% complete)
- Typical Landscape Details (100% complete)
- Special Landscape Details (100% complete)
- Irrigation Plans (100% complete)
- Typical Irrigation Details (100% complete)
- Special Irrigation Details (100% complete)
- Special Equipment Layout and Details (100% complete)
- Technical Specification (100% complete)

Upon the completion of the final design package, the consultant shall submit five (5) copies of the final design documents for review, comments, and approval and upload pdf of submittals into ProCore. If the Capital Improvement Department (CID) considers the submittal as not compliant to the above required completion percentages, the designer must resubmit as per the above mentioned requirements.

**VI. Additional instructions, notifications and information:**

- A. Respondents shall not offer any gratuities, favors, or anything of monetary value to any official or employee of HACEP for the purposes of influencing this selection. Any attempt by the Respondent to influence the selection process by any means, other than disclosure of



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qualifications and credentials through the proper channels, shall be grounds for exclusion from the selection process.

- B. Respondents who provide false or misleading information, whether intentional or not, in any documents presented to HACEP for consideration in the selection process shall be excluded. Any false or misleading information in these documents would, in effect, render the entire document suspect and therefore invalid.
- C. **INTERVIEWS** – After the screening of SOQs, Respondents will be notified, in writing, of their status in the selection process. If interviews are needed, short-listed Respondents may be given additional information for interviews. These interviews will relate less to the past experience and qualifications already detailed in the submittal than to identification of the Respondent’s program approach and to an appraisal of the people who would be directly involved in the project.
- D. **INQUIRIES** – Please do not contact HACEP during the selection process to make inquiries about the progress of this selection process. Respondents will be contacted when it is appropriate to do so.
- E. **COST OF SOQS** – HACEP will not be responsible for costs incurred by anyone in the submittal of qualifications or for any costs incurred prior to the execution of a formal contract.
- F. **CONTRACT NEGOTIATIONS** – This RFQ is not to be construed as a contract or as a commitment of any kind. If this RFQ results in a contract offer by the City; a specific scope of work, fees, insurance coverages, and other contractual matters will be determined during contract negotiations. To ensure that the appropriate staff is assigned to the project the City may make the inclusion of a “key persons” clause a part of the contract negotiations.
- G. **CONFIDENTIAL INFORMATION** – All responses shall be held confidential from other parties by the City to the extent allowable by law until after the selection process is completed. Respondents should be aware that at the completion of the selection process the contents of their SOQ are subject to the provisions of the Texas Public Information Act and may be made public. **CONFIDENTIAL** or **SENSITIVE** information should not be included in the SOQ.



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**VII. Submittals:**

**Six (6)** copies of sealed submittals are required. **Submittals shall be delivered to HACEP Procurement Department, Attn. Ms. Eddie Rocha, Contract Specialist** at 5300 E. Paisano Dr. El Paso, TX. 79905 at or before **3:00 p.m., local time, October 19, 2018**. Late submittals **will not** be accepted for any reason. All submittals must be labeled on the outside with the Respondent's name and the name of the project.

To enable HACEP to efficiently evaluate the SOQs, Respondents are urged to strictly follow the required format in preparing their SOQ.

Each copy of the SOQ shall be bound using GBC brand type or other semi-permanent binding method, to ensure that pages are not lost. Each copy shall be no more than one-half inch (1/2") thick. Pages shall be no larger than letter-size (8 1/2" by 11") or, if folded to that dimension, twice letter size (11" by 17"). Each section (defined below) shall be separated by a tabbed divider. Elaborate covers, binding, dividers and the like are **not required nor wanted**. **NOTE:** One of the six (6) copies shall be labeled "ORIGINAL" on the outside cover and shall contain original documents where specified below.

Each SOQ shall be organized in the following order:

**Outside Cover and/or first page:** This shall contain the name of the SOQ ("Statement of Qualifications for Architectural Services Relating to improvements for the Hart and Baird Communities, El Paso, Texas"), the name of the Respondent, and the submittal date. Remember to label the one copy, with original documents in it, "ORIGINAL" on the cover.

A. **Table of Contents:** The next page shall be a table of contents.

**B. Section 1 divider (Letters)**

1. *Transmittal Letter:* The first page following the divider shall be a one-page letter transmitting the SOQ to Ms. Eddie Rocha, HACEP Contract Specialist. The transmittal letter shall say that the signer of the document is authorized by the Respondent to sign the document. The transmittal letter shall contain the names of all firms proposed for the Team. At least one copy of the transmittal letter shall contain the original signature of a partner, principal or officer of Respondent.
2. *MWBE Letter (s):* Following the transmittal letter shall be a one-page letter from each City-certified MWBE firm included on the Team, indicating that firm's desire to be included on the Team and indicating a general statement of the scope of



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services that firm will perform if the Team is selected. **NOTE:** The scope of services proposed by the firm must match the service for which that firm is certified by the City. At least one copy of each of these letters shall contain the original signature of a partner, principal or officer of the MWBE firm. As applicable.

### C. Section 2 Divider (Team Organization & Experience)

1. *List of Team Members:* On one page, list the Team member firms along with the primary responsibilities (e.g. Structural Engineer, MEP Engineer, etc.) they will have on the Team. Please indicate the lead firm. It is a requirement of the agency that all SOQs will indicate the lead firm proposed for the project and that firm must agree to maintain an El Paso office during the term of the engagement.
2. *Organization Chart:* The next page shall be a simple organization chart of the Team, showing the reporting structure of the people proposed to do the work.
3. *STATEMENT OF QUALIFICATIONS, Architect-Engineer and Related Services Questionnaire for Specific Project:* Include a completed STATEMENT OF QUALIFICATIONS for the proposed Team. Include all Team members under Block 6 and include a completed SF-254 (A-E and Related Services Questionnaire) for each Team member. Under Block 9, list all work performed for any government agency.
4. *Project Brief:* The Respondent shall select three projects from Block #2 of the Statement of Qualifications, to highlight, as best representing the Team's project experience, and provide a briefing sheet for each. Each briefing sheet shall be one-page and should contain information, which shows the capability of the proposed Team to provide the range of services that are required by this project. The work described must have been performed within the past eight years. Minimally, each brief shall contain:
  - a. Project Name and Location
  - b. Year Project Completed (or "In Design" or "Under Construction") and brief explanation regarding steps A/E took to maintain project schedule
  - c. Short Description of Services Provided
  - d. Name of Lead Design Firm and current telephone number and/or email address



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- e. Name of Client and/or Owner/Operator and current telephone number and/or email address
- f. Name of General Contractor and current telephone number and/or email address
- g. Construction Cost and brief explanation regarding steps A/E took to adhere to Owner's budget.

5. *Graphic Information:* If the Respondent includes photographs, drawings or other graphical information about any of the three projects, the back of the project brief, the facing page or a separate page may be utilized for this purpose. Photographs or other graphical information used to illustrate these projects may also be incorporated into the one-page brief sheet itself.

#### D. Section 3 Divider (Narrative)

1. *Narrative:* The Respondent shall provide, on three pages or less, a narrative that describes:
  - Team's track record of meeting deadlines and working within a budget;
  - Team's systems and processes for insuring quality and timely performance on projects;
  - Team's familiarity with current LEED<sup>®</sup> standards or Green Globes and the certification process, including LEED-accredited Team personnel;
  - Team's understanding of the City's needs and Team's approach to this project;
  - Team's working relationship.

#### E. Section 4 Divider (Quality of Service)

*Testimonials:* Respondents may include a minimum of three one-page letters from clients and/or general contractors that they have worked with on previous projects. At least one copy of these letters shall contain the original signature of the person writing the letter. Letters should comment on budget and/or scheduling experiences and qualitative matters related to services received from the Team member or members.

#### F. Improvements Concept illustrations





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See illustrations included which include the proposed improvements to the Hart and Baird Communities existing facilities.

Note: all proposed CDBG-funded improvements including light fixtures, greenery and equipment, will only be installed in the areas that are to be opened for public use as shown in the conceptual plans above. CDBG funds will not be used to any improvements outside these areas or elsewhere in HACEP properties.

### **Cover Page**

Cover page to be placed in front of all submitted documentation and will include the following information:

*Request for Qualifications  
TS 18-Q-0023*

*Professional Services for:  
Request for Qualifications for Design Services for  
Juan Hart and Lt. Palmer Baird Memorial Apartments*

*Due Date: October 19/2018\_*

*Submit to:  
Juan Pulido  
Procurement Manager*

*Housing Authority of the City of El Paso, Texas  
5300 East Paisano Drive  
El Paso, Texas 79905*

*Submitted by:  
Name of Firm  
Address of Firm  
City/State/Zip Code  
Contact Person:  
Telephone and Fax Number*

*Date Submitted:*



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### **Selection Process**

HACEP will evaluate the Request for Qualifications (RFQ) responses and rate each firm based on the evaluation criteria according to the Texas Government Code 2254.003(a) and 004. Each firm that responds to the RFQ and meets the qualifications and requirements will be registered as determined by HACEP, to provide professional services to HACEP for a period of until project completion, from the date the solicitation is awarded.



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**Federal Acquisition Regulation (FAR) FAR 2005-83/07-02-2015  
Part II – Contract Clauses Section D  
Clauses Incorporated by Reference as applicable:**

<b>FAR#:</b>	<b>CLAUSE TITLE</b>	<b>DATE</b>
52.202-1	Definitions	November 2013
52.203-3	Gratuities	April 1984
52.203-5	Covenant Against Contingent Fees	May 2014
52.203-7	Anti-Kickback Procedures	May 2014
52.209-6	Protecting the Governments Interest when Sub-contracting with Contractors Debarred, Suspended or Proposed for Debarment	October 2015
52.215-2	Audit and Records – Negotiation	October 2010
52.215-8	Order of Precedence – Uniform Contract Format	October 1997
52.215-14	Integrity of Unit Prices	October 2010
52.217-6	Option for Increased Quantity	March 1989
52.217-9	Option to Extend the Term of the Contract	March 2000
52.222-4	Contract Work Hours and Safety Standards Act – Overtime Compensation	May 2014
52.222-6	Construction Wage Rate Requirements	May 2014
52.222-18	Certification Requiring Knowledge of Child Labor for Listed End Products	February 2001
52.222-20	Contracts for Materials, Supplies, Articles and Equipment Exceeding \$15,000	May 2014
52.222-26	Equal Opportunity	September 2016
52.222-35	Equal Opportunity for Veterans	July 2014
52.222-36	Equal Opportunity for Workers With Disabilities	July 2014
52.223-2	Affirmative Procurement of Biobased Products Under Services and Construction Contracts	September 2013
52.223-6	Drug Free Work Place	May 2001
52.227-1	Authorization and Consent	December 2007
52.228-5	Insurance – Work on a Government Installation	January 1997
52.229-3	Federal, State and Local Taxes	February 2013
52.232-7	Payments Under Time-and-Materials and Labor-Hour Contracts	August 2012
52.232-18	Availability of Funds	April 1984
52.232-23	Assignment of Claims	May 2014
52.237-2	Protection of Government Buildings, Equipment and Vegetation	April 1984
52.237-3	Continuity of Services	January 1991
52.242-13	Bankruptcy	July 1995
52.243-3	Changes – Time-and-Materials or Labor-Hours	September 2000
52.243-7	Notification of Changes	January 2017
52.246-17	Warranty of Supplies of a Non-complex Nature	June 2003
52.248-1	Value Engineering	October 2010
52.249-2	Termination for Convenience of the Government (Fixed Price)	April 2012
52.249-8	Default (Fixed Price Supply & Service)	April 1984
52.249-14	<b>Excusable Delays</b>	April 1984
52.252-2	Clauses Incorporated by Reference: This contract incorporates one or more clauses by reference, with the same forced effect as if they were given in full text.	February 1998



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General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Office of Labor Relations
OMB Approval No. 2577-0157 (exp. 1/31/2017)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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

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

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

1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority.
(b) "Contract" means the contract entered into between the Authority and the Contractor.
(c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
(d) "Day" means calendar days, unless otherwise stated.
(e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

2. Changes

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

- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein.
(e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default).
(b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
(c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above.
(d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA.
(e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

4. Examination and Retention of Contractor's Records

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



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

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

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

**6. Energy Efficiency**

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

**7. Disputes**

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

**8. Contract Termination; Debarment**

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

**9. Assignment of Contract**

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

**10. Certificate and Release**

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

**11. Organizational Conflicts of Interest**

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

**12. Inspection and Acceptance**

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



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

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

### 13. Interest of Members of Congress

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

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



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- (1) Agency and legislative liaison by Own Employees.
- (a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.
- (b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.
- (c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:
- (1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,
  - (2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.
- (d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:
- (1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;
  - (2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and
  - (3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.
- (e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.
- (2) Professional and technical services.
- (a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-
- (i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.
  - (ii) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.
- (b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.
- (c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.
- (d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.
- (iii) Selling activities by independent sales representatives.
- (c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:
- (i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and
  - (ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.
- (d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.
- (e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.
- (f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.



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**16. Equal Employment Opportunity**

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

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

**17. Dissemination or Disclosure of Information**

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

**18. Contractor's Status**

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

**19. Other Contractors**

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

**20. Liens**

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

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

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





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

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

**22. Procurement of Recovered Materials**

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



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**SECTION 3 SPECIFICATIONS CLAUSE** (revised 1/22/16 –Compliance Cord.)

The Section 3 information contained in the following pages is to be inserted in its entirety into every solicitation for work or contracts by Housing Authority of the City of El Paso (HACEP), the contractor and sub-contractors. All required forms and the Section 3 Clause are already included along with instructions to all contractors bidding work.

All contractors requiring any sub-contractors **MUST** issue this package and receive these completed **required Section 3 forms** before issuing any contracts:

- Section 3 Business Certification (if applicable)
- Section 3 Action Plan
- Section 3 Self-Certification and Skills Data Form (For Section 3 residents and New hires when applicable)

If the contractor is claiming certification as a 51% Resident Owned Business (ROB) or is certifying as a 30% employer the following form must be returned for all employees that meet the low- or Very low-income requirement

- Section 3 Self-Certification and Skills Data Form

**Overview and Instructions for Contractors**

HACEP’s Section 3 policy requires that when the **Section 3 regulation is triggered by a need for new hires (whether individual employees, contractors or sub-contractors)**, every effort within the contractor’s disposal must be made to the greatest extent feasible to offer all available employment and contracting opportunities to its residents based on the tiers below. Only when the regulation is triggered by a contractor and they are unable to offer employment or contracting. The contractor may offer employment related training to the Section 3 residents.

**I. Tiers for offering all opportunities to Section 3 Residents and Resident Owned Businesses**

1. At the site where the work is being performed
2. At any other HACEP owned or managed property
3. Other HUD funded beneficiaries including Section 8 Voucher holders
4. Other low-income people in the HACEP service area

**II. What is a Section 3 Business Concern and how do they receive Preference in contract award?**

*A business that meets these certification definitions must receive Preference in contracting:*

1. Is 51% or more owned by Section 3 residents;
  2. Employs Section 3 residents for at least 30% of its full-time, permanent staff; or **(During the entire life of the contract)**
  3. Provides evidence of a commitment to subcontract to Section 3 business concerns, 25% or more of the dollar amount of the awarded contract.
- **YOU MUST MAINTAIN THOSE PREFERENCE LEVELS DURING THE ENTIRE CONTRACT OR RISK HAVING THE CONTRACT TERMINATED FOR FAILURE TO COMPLY**



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### **III. Other Methods of Compliance**

Contractors can provide an array of trainings to Section 3 residents that are employment related, skills enhancing or employment readiness in nature. Here are the methods of achieving compliance through training. Training and other employment opportunities must receive prior approval from HACEP.

1. Contractor must develop a solid professional curriculum and it must be pre-approved by HACEP.
2. Contractor may identify a person or persons that are qualified to provide the training within their staff.
3. Contractors can partner with other groups that provide the desired training and pay them directly for the service.
4. The contractor can sub-contract the Section 3 compliance training to an outside firm specializing in training and educational programs to Section 3 residents.

### **IV. All Contracts and All Contractors must meet Section 3 compliance by:**

**Step 1** Give notice of any and all opportunities for employment and contracting to HACEP residents and other low and very low-income area residents and businesses by posting the position (s) in community sources that are generally available to low income residents and the general-public.

- (1) Local community newspapers
- (2) Widely distributed newspapers
- (3) Company agency website
- (4) HACEP communities and HACEP website
- (5) Upper Rio Grande Workforce Solutions
- (6) Other locations as approved by HACEP

**Step 2** Hiring notices should clearly state the requirements for applying and achieving the opportunity and that the position is a “Section 3” covered position under the HUD Act of 1968.

**Step 3** Utilize the Section 3 Clause in RFB’s, RFP’, RFQ’s, etc., contracts and subcontracts.

**Step 4** Hold informational meetings when possible prior to requesting bids or taking applications so the residents or businesses are encouraged to apply for the employment or contracting.

**Step 5** Provide preference in hiring and contracting to Section 3 applicants and contractors when all factors are equal for the opportunity, including price and salary requests.



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### Section 3 Clause

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

(a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

(c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of Section 3 apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

(e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

(f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.



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## Public Housing Authority Required Submittal Section 3 Certification and Action Plan

Name of Business \_\_\_\_\_

Address of Business \_\_\_\_\_

Type of Business (Check One):    Corporation    Partnership    Sole Proprietorship    Other

Contract/Solicitation Name or Number: \_\_\_\_\_

All firms and individuals intending to do business with RECIPIENT and contractors MUST complete and submit this Action Plan and submit it with the bid, offer, or proposal. **Any solicitation response that does not include this document (completed and signed) will be considered non-responsive and not eligible for award.**

**I am Certifying as a Section 3 Concern and requesting Preference accordingly (Select only One Option):**

**51% Resident Owned**  
A business claiming status as a Section 3 Resident-Owned Business Concern (ROB) entity:  
**Initial here to select this option \_\_\_\_\_**  
Provide Certification for Section 3 Residents and proof that they own a minimum 51% of the business

**IMPROTANT NOTICE:** Preference must be maintained for the entire contract or the contract will be in non-compliance and at risk of termination.

**25% Sub-Contracting**  
A business claiming Section 3 status by subcontracting 25% of the dollar award to qualified Section 3 Business:  
**Initial here to select this option \_\_\_\_\_**  
Provide a list of intended subcontract Section 3 business (es) with amount  
Provide certification & all supporting documentation for each planned Section 3 Business Concern

**30% Employer of Section 3 Residents Currently or New Hires**  
Section 3 status, because at least 30% of the existing or newly hired workforce for this specific contract will be Section 3 residents throughout the entire contract period. If a Prime or General Contractor is electing this option, the 30% employment requirement will be for the entire project including all the sub-contractor's employees.  
**Initial here to select this option \_\_\_\_\_**  
I anticipate my total number of employees for this contract to be \_\_\_\_ and \_\_\_\_ will be qualified Section 3.  
Check all methods you will employ to secure Section 3 Residents/Persons. Posting the position in community sources that are generally available to low income residents and the general public is a standard requirement. Check at least three (3) methods you will employ

- The local community newspaper
- Widely distributed newspaper
- Company or agency website
- HACEP communities and HACEP website
- Upper Rio Grande Workforce Solutions
- Other locations as approved by HACEP

Other: \_\_\_\_\_



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**IF CONTRACTOR DOES NOT ANTICIPATE TRIGGERING THE REGULATION, CHECK BOTH BOXES.**

I do not anticipate any new employees on this contract.

I do not anticipate any new contracting on this contract.

**1.** I was a Section 3 Resident-Owned Business (ROB). List the Contracts and HUD Funded Entity and Contact:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**2.** I complied with Section 3 by employing at least 30% of my workforce. List the Contracts and HUD Funded Entity and Contact:

\_\_\_\_\_

**3.** I complied with Section 3 by subcontracting 25% of the total dollar award to a qualified Section 3 Business. List the Contracts and HUD Funded Entity and Contact:

\_\_\_\_\_

**4.** I complied with Section 3 on a previous HUD funded contract by doing these things and with these entities: Describe:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Initial here to select this option \_\_\_\_\_

**5.** I completed HUD Section 3 covered contracts in the past three years but was not required to meet compliance.

Check the box of the corresponding reason below.

I did not trigger the regulation by hiring any new employees on my Previous contract(s) in violation of the Section 3 regulation.

I did not trigger the regulation by hiring any contractors on previous, contract(s) in violation of the Section 3 regulation.

the contract(s).

Initial here to select this option \_\_\_\_\_

6.  I certify that I have not performed previous Section 3 covered contracts

-----  
Signature

-----  
Print Name

-----  
Date



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**SECTION 3 SELF-CERTIFICATION AND SKILLS DATA FORM**  
**Certification for Section 3 Residents or other Low-Income Persons Seeking Employment, Training or Contracting**

Eligibility for Preference

A Section 3 resident seeking the preference in training and employment provided by this part shall certify, or submit evidence to the recipient contractor or subcontractor, if requested, that the person is a Section 3 resident, as defined in Section 135.5. (An example of evidence of eligibility for the preference is evidence of receipt of public assistance, or evidence of participation in a public assistance program).

I, \_\_\_\_\_, am legal resident of the United States and meet the income eligibility and federal guidelines for a Section 3 Resident as defined on the next page.

My home address is:

	Must be a <b>Street</b> address not a P O Box #	Apt Number
City	State	Zip
		Home #
		Cell #

I have attached the following documentation as evidence of my status:

___ Copy of lease	___ Copy of recipient of public assistance
___ Copy of Evidence of Participation In a public assistance program	___ other evidence: _____

Graduated High School or GED (month/year) \_\_\_\_\_ I Read and Speak English Fluently Yes or No

Attended College, Trade, or Technical School \_\_\_ Yes/No Graduated \_\_\_ Yes/No Year Graduated \_\_\_\_\_

Check the Skills, Trades, and/or Professions you have been employed in or contracted to do for others:

<input type="checkbox"/> Drywall Hanging	<input type="checkbox"/> Drywall Finishing	<input type="checkbox"/> Interior Painting	<input type="checkbox"/> Framing
<input type="checkbox"/> HVAC	<input type="checkbox"/> Electrical	<input type="checkbox"/> Interior Plumbing	<input type="checkbox"/> Exterior Plumbing
<input type="checkbox"/> Siding	<input type="checkbox"/> Cabinet Hanging	<input type="checkbox"/> Door Replacement	<input type="checkbox"/> Trim/Carpentry
<input type="checkbox"/> Stucco	<input type="checkbox"/> Window/Door Repl.	<input type="checkbox"/> Construction Cleaning	<input type="checkbox"/> Exterior Framing
<input type="checkbox"/> Data Entry	<input type="checkbox"/> Receptionist	<input type="checkbox"/> Sales	<input type="checkbox"/> Telephone Customer Service
<input type="checkbox"/> Administrative	<input type="checkbox"/> Teaching/Training	<input type="checkbox"/> Personal Care Aid	<input type="checkbox"/> Landscaping
<input type="checkbox"/> CDL License	<input type="checkbox"/> Roofing	<input type="checkbox"/> Concrete/Asphalt Work	<input type="checkbox"/> Heavy Equipment Operator
<input type="checkbox"/> Fencing	<input type="checkbox"/> Metal/Steel Work	<input type="checkbox"/> Welding	<input type="checkbox"/> Other _____

**Continued in other page**

I am certifying as a Section 3:  **Person seeking Training** or  **Person seeking employment**  
 (Check all that apply):

**I am a public housing leaseholder**

**I am a Section 8 leaseholder**

**I live in the service area of the Authority (El Paso, TX)**



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My total annual household income is \$\_\_\_\_\_ There are a total of \_\_\_\_\_ people living in my household  
I certify that all of the information given above is true and correct. If found to be inaccurate, I understand that I may be disqualified as an applicant and/or a certified Section 3 individual which may be grounds for termination of training, employment, or contracts that resulted from this certification. I attest under penalty of perjury that my total household income annually, based on my total household size as listed above is at or below the income amount for that specific size at the time of this document is being signed. I understand that proof of this statement may be requested in the future.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date





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**FY 2016 Income Limits Summary**

FY 2016 Income Limit Area	Median Income <a href="#">Explanation</a>	FY 2016 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
<b>El Paso County</b>	\$45,400	Very Low (50%) Income Limits (\$) <a href="#">Explanation</a>	18,350	21,000	23,600	<b>26,200</b>	28,300	30,400	32,500	34,600
		Extremely Low Income Limits (\$)* <a href="#">Explanation</a>	11,880	16,020	20,160	<b>24,300</b>	28,300*	30,400*	32,500*	34,600*
		Low (80%) Income Limits (\$) <a href="#">Explanation</a>	29,350	33,550	37,750	<b>41,900</b>	45,300	48,650	52,000	55,350



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As part of the Housing and Urban Development's (HUD) Section III initiative for providing employment opportunities for public housing residents, the Engineer will identify construction labor opportunities that may be performed by skilled and unskilled residents.

All Section 3 covered contracts shall include the following clause (referred to as the Section 3 Clause):

- A. The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance of HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons, who are recipients of HUD assistance for housing.
- B. The parties to this Contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with part 135 regulations.
- C. The Contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 Clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 reference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and anticipated date the work shall begin.
- D. The Contractor agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 Clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the Contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this Contract for default, and debarment of suspension from HUD assisted contracts.



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**PREFERENCE FOR SECTION 3 BUSINESS CONCERNS IN CONTRACTING OPPORTUNITIES:**

Order of providing preference:

Contractor and subcontractor shall direct their efforts to award Section 3 covered contracts, to the greatest extent feasible, to Section 3 business concerns in the following order of priority:

1. Public and Indian housing programs. In public and Indian housing programs, efforts shall be directed to award contracts to Section 3 business concerns in the following order of priority:
  - a. 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 these persons as employees (category 1 businesses);
  - b. Business concerns that are 51% percent or more owned by residents of other housing developments or developments managed by the HA that is expending the Section 3 covered assistance, or whose full-time, permanent workforce includes 30% percent of these persons as employees (category 2 businesses); or
  - c. HUD Youth build programs being carried out in the metropolitan area (or Non-metropolitan county) in which the Section 3 covered assistance is expended (category 3 businesses).
  - d. 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 (category 4 businesses), or that subcontract in excess of 25% percent of the total amount of subcontracts to Section 3 business concerns.

Housing and community development programs. In housing and community development programs, priority considerations shall be given, where feasible, to:

- a. Section 3 business concerns that provide economic opportunities for Section 3 residents in the service area or neighborhood in which the Section 3 covered project is located (category 1 businesses); and
- b. Applicants (as this term is defined in 42 U.S.C. 12899) selected to carry out HUD Youth build programs (category 2 businesses);
- c. Other Section 3 business concerns.

Eligibility to preference.

A business concern seeking to qualify for a Section 3 contracting preference shall certify or submit evidence, if requested, that the business concern is a Section 3 business concern as defined in Sec. 135.5.

Ability to complete contract. A section 3 business concern seeking a contract or a subcontract shall submit evidence to the Contractor, or subcontractor (as applicable), if requested, sufficient to demonstrate to the satisfaction of the party awarding the contract that the business concern is responsible and has the ability to perform successfully under the terms and conditions of the proposed contract. (The ability to perform successfully under the terms and conditions of the proposed contract is required of all Contractors and subcontractors subject to the procurement standards of 24 CFR 85.36 (see 24 CFR 85.36 (b)(8)). This regulation requires consideration of, among other factors, the potential Contractor's record in complying with public policy requirements. Section 3 compliance is a matter properly considered as part of this determination.



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Request for Qualifications for Design services for Juan Hart and Lt. Palmer Baird Memorial Apartments

# APPENDIX



# Housing Authority of the City of El Paso

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Request for Qualifications for Design services for Juan Hart and Lt. Palmer Baird Memorial Apartments

## HOUSING AUTHORITY OF THE CITY OF EL PASO, TEXAS STATEMENT OF QUALIFICATIONS

<b>1. Project Organization</b>				
<i>Professional Services Questionnaire</i>	1. Firm Name/Business Address:	Telephone/Fax	2. Year Present Firm Established	3. Date Prepared:
7. Name of Parent Company, if any:			8. Former Firm Name(s), if any	
9. Names of not more than two principals to contact: title/telephone 1) 2)		10. Professional's name(s) to be assigned as project manager for this project 1) 2)		
11. Provide attachment of organizational chart that defines team by discipline, including project manager, discipline leaders, and substitutes, label as Exhibit One.				
12. Year Senior Principal Licensed:		13. State of Texas License/Certification No.		
<b>2. Experience with Similar Projects</b>				
2a. Overall firm experience with projects of similar nature and size during the past five years:				
Project/Service	Owner/Contact Person	Address/Telephone	Project Budget	Final Cost
<b>3. Project Specific Team</b>				
3a. List qualifications of project team				
Name	Education/Training	License/Certification	Year	Team member role in project
3b. List outside consultants/associates needed by this firm to undertake the proposed scope of work.				
Name and Address:				
a.	b.			
c.	d.			
e.	f.			



**HOUSING AUTHORITY OF THE CITY OF EL PASO, TEXAS  
STATEMENT OF QUALIFICATIONS**

**4. Project Plan**

**4a. Describe the technical approach to project.**

**4b. Identify key activities that will be required (milestones and timeline).**

**4c. Provide assessment of significant problems that will need to be addressed based on the scope of work and other related issues.**

**5. Cost Control Plan**

**5a. How will firm control scope and cost during design?**

**5b. How will firm control scope and cost during construction?**

**6. Quality Control Plan**

**6a. Describe the firm's quality control procedures for their construction document that identifies and corrects errors and omissions in drawings and specifications before they are submitted to HACEP and is the plan formalized and documented?**

I. Certification of Non-debarment  
Initial by Principal: \_\_\_\_\_

Name and Title of Principal Signatory: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



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## Certification Regarding Debarment and Suspension

U.S. Department of Housing and Urban Development

### Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

#### Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.



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**Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**Instructions for Certification (B)**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant		Date
Signature of Authorized Certifying Official		Title