

**The Housing Authority of the City of El Paso,
Texas**

**Request
for Qualifications for:**

Bond Counsel Services

Solicitation No. EX 19-Q-0002

| | |
|---|---|
| <p>Housing Authority of the City of El Paso, Texas</p> <p>Gerald Cichon Chief Executive Officer</p> | <p>An Equal Opportunity Employer and Contracting Agency</p> |
|---|---|



**REQUEST FOR PROPOSAL (RFP)
EX 19-Q-0002**

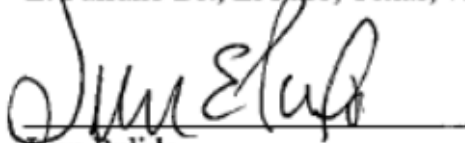
The Housing Authority of the City of El Paso, Texas (HACEP) is requesting proposals for:

Bond Counsel Services

Request for Proposal packets will be available **March 4, 2019** beginning at **10:00 AM** local time. **Refer to Request for Proposal No. EX 19-Q-0002.** This solicitation is only available electronically. To view the solicitation, please visit www.hacep.org/procurement.sstg, 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 March 12, 2019 @ 2:00 P.M. at 5300 E. Paisano Dr. Any questions regarding the RFP may be directed to Lourdes Gomez, at (915) 849-3785 lgomez@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 March 26, 2019 2:00 P.M. local time. All submittals shall be submitted in "Sealed Envelopes" and delivered or hand carried to: Housing Authority of the City of El Paso, Texas, Attn: Lourdes Gomez Contract Specialist, 5300 E. Paisano Dr., El Paso, Texas, 79905.



Juan Pulido
Procurement Manager

Advertisement

El Paso Times: Sunday: March 3rd, 2019
Sunday: March 10, 2019

Executive Summary Notice Request for Qualifications (RFQ)

Solicitation No.: EX 19-Q-0002

1. The purpose of this Executive Notice is to highlight the key requirements of the Request for Proposal (RFQ).
2. The Housing Authority of the City of El Paso, Texas and its affiliates to include but not limited to LIHTC, AHA, TDHC is requesting Proposals from qualified firms to provide Bond Counsel Services. HACEP reserves the right to award multiple contracts.
3. The Housing Authority of the City of El Paso, Texas and its affiliates to include but not limited to LIHTC, AHA, TDHC contemplates award of a contract to provide Bond Counsel Services. Offers in response to this solicitation will be evaluated using the Technical Qualification Evaluation Process. Responses must be submitted in accordance with the instructions provided in the Request for Proposals. Failure to furnish a complete offer at the time and date specified in the solicitation may result in elimination from consideration. Term of this contract is for one year (12 months) base with four (4) one-year renewal options.
4. Formal communications such as requests for clarifications and/or information concerning this solicitation shall be submitted in writing no later than March 15, 2019 at 4:00 p.m. El Paso local time and directed to **Ms. Lourdes Gomez** Contract Specialist at lgomez@hacep.org.
5. **Any form of contact by an offeror or potential offeror 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 stipulated in the Request for Proposals, or as subsequently instructed by HACEP through the solicitation process, will constitute grounds for rejection of their Proposal.**
6. Since HACEP is interested in limiting costs associated with the acquisition process, offerors not intending to continue with the RFP are requested to submit a letter requesting they be taken off the mailing list for this solicitation. HACEP reserves the right to reject any or all Proposals.
7. **Offerors will submit one (1) unbound master copy (so marked), three (3) copies of their Proposal and one electronic copy on (USB) should be submitted to 5300 E. Paisano.**
8. **This solicitation and subsequent amendments shall supersede any posting made through the NAHRO e-procurement system. Potential offerors are advised to review the dates contained in this solicitation in the event of a discrepancy between dates listed in this solicitation and dates listed on the NAHRO e-procurement system.**
9. Thank you for your interest in this project. We look forward to receiving your proposal.

Gerald Cichon

Date Issued: March 4, 2019

Subject: Request for Qualifications

Solicitation No.: EX 19-Q-0002

Separate sealed Proposals for Bond Counsel Services for the Housing Authority of the City of 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

March 26, 2019 until 2:00 p.m., el Paso local time. Proposals 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).

| | |
|--|--------------------|
| General Liability | \$1,000,000 |
| Automobile (if contractor has vehicles on HACEP premises) | \$1,000,000 |
| Workman's Compensation Insurance (for onsite work) | \$1,000,000 |

Collusion.- By submitting a proposal, each prospective firm represents and warrants that; its proposal is genuine and not a sham or collusive or made in the interest of or on behalf of any person not named therein; that the prospective firm has not directly, induced or solicited any other person to submit a sham proposal or any other person to refrain from submitting a proposal; and, that the prospective firm has not in any manner sought collusion to secure any improper advantage over any other person submitting a proposal.

Undue Influence. - Firm declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the HACEP in connection with the award or terms of the Agreement that will be executed as a result of award of this RFQ, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the HACEP will receive compensation, directly or indirectly, from firm, or from any officer, employee or agent of firm, in connection with the award of the Agreement or any work to be conducted as a result of the Agreement. Violation of this Section shall be a material breach of the Agreement entitling the HACEP to any and all remedies at law or in equity.

Texas Open Public Records Act. - HACEP will follow the requirements of the Texas Public Information Act (Texas Government Code, Chapter 552) with regard to the confidentiality of trade secrets and confidential commercial and financial information

Withdrawal of Proposals.- A firm may withdraw its proposal at any time before the expiration date for submission of proposals as provided in the RFQ by delivering a written request for withdrawal signed by, or on behalf of the prospective firm

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

By submission of a Proposal, the offeror agrees, its Proposal is accepted, to enter into a contract with 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 indicated in the attached RFQ. The offeror further accepts all of the terms and conditions of the Request for Proposal.



RFQ: EX 19-Q-0002

Bond Counsel Services

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.

Effective immediately, all Proposals delivered to 5300 E. Paisano must be received by Procurement Staff. The receptionist will notify a procurement staff member of your Proposal. Receptionist staff cannot receive 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.

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|---------|---|--|

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*All documents listed as attachments must be submitted in order for your offer to be considered responsive, as well as HUD Form 5369-C (Certifications and Representations of Offerors), found in Section G

**Executed after award



SECTION A Solicitation, Offer and Award

1. Contract No. EX 19-C-0002
2. Solicitation No. EX 19-Q-0002
3. Type of Solicitation
- Sealed Bid (IFB)
- Negotiated(RFQ)
4. Date issued: March 4, 2019
5. Issued By: **HACEP**
- SOLICITATION**
6. Address: **Procurement Administration Department**
7. **NOTE:** All offers are subject to all applicable terms and conditions contained in this solicitation.
8. For information call: **Lourdes Gomez** Telephone No.: **(915) 849-3785**

Technical questions may be emailed to lgomez@hacep.org no later than March 15, 2019 at 4:00 pm local time.

| (X) | SEC. | DESCRIPTION | PAGES | (X) | SEC. | DESCRIPTION | PAGES |
|-----------------------|------|-------------------------------|--------|---|------|--|--|
| PART I – THE SCHEDULE | | | | PART – II CONTRACT CLAUSES | | | |
| X | A | Solicitation Offer & Award | 1 of 2 | X | D | Incorporated by Reference General Contract Conditions Section 3 Clause | 1 of 1 1 of 5 1 of 2 |
| X | B | Price Schedule | N/A | PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS | | | |
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In accordance with above, the undersigned agrees, if this offer is accepted within ninety (90) calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered.



SOLICITATION OFFER AND AWARD

(Must be completed by Offeror)

Offeror acknowledges receipt of amendment(s)

| Number(s) | Date(s) |
|--|---|
| 11. Name, address and email of Offeror: | 12. Name and Title of Person Authorized to Sign Offer (TYPE OR PRINT) |
| 13. Telephone No. (include area code) | 14. <input type="checkbox"/> Check if remittance address is different from Above – Enter such address in Federal ID No. _____ |
| 15. Signature: _____ | Offer Date: _____ |

AWARD (To be completed by Authority)

| | |
|--|---|
| 16. Accepted as to items numbered: | 17. Amount: |
| 18. Submit invoices to: Accounting and Finance Department accountspayable@hacep.org Attn: Accounts Payable HACEP 5300 E. Paisano Dr. El Paso, Texas 79905 – 2931 | 19. Technical Representative Name: Lourdes Gomez Telephone No. 915-849-3785 |
| 20. Administered by: Procurement and Contract Compliance Department HACEP 5300 E. Paisano Dr. El Paso, Texas 79905 – 2931 (915) 849-3776 | 21. Payment will be made by: Accounts Payable Department HACEP 5300 E. Paisano Dr. El Paso, Texas 79905 – 2931 (915) 849-3742 |
| 22. <u>Name of Contracting Officer (Type or Print)</u> Gerald Cichon | 23. Signature of Contracting Officer: _____ |
| Award Date: | IMPORTANT: Award will be made by formation of contract. Award notice will be generated by NAHRO e-procurement or similar manner. |



PART I

THE SCHEDULE



SECTION B

PRICE SCHEDULE



Housing Authority of the City of El Paso

RFQ: EX 19-Q-0002

Bond Counsel Services

| | Position | Tasks | Hourly rate |
|---|-------------------------------|-------|-------------|
| 1 | | | \$ - |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |
| 6 | | | |
| 7 | | | |
| 8 | | | |
| 9 | | | |
| | | | |
| | *Use additional row if needed | | |

SECTION C

SCOPE OF SERVICES

Background Information

The Housing Authority of the City of El Paso (HACEP) was created on February 17, 1938, by statute to provide low-income residents of the City of El Paso with access to low-cost housing. We develop, acquire, lease and operate affordable housing for the residents of El Paso with limited income. The need for housing in El Paso continues to increase throughout the years.

Alamito is the first and oldest HACEP community which was built from 1938-1940. Located at 508 South Virginia in "Segundo Barrio," Alamito is composed of one, two, three and four-bedroom apartments totaling 307 units, all of which were rebuilt through a \$58 million revitalization funded in part by a \$20 million HOPE VI grant. In 2013, HACEP proudly celebrated its 75th anniversary. Although we are funded primarily by the federal government, we operate in many respects as a private management company. We employ industry best practices.

One of the hallmarks of HACEP is that we offer our residents a hand up rather than just a hand out. The staff of the Community Services Department motivates and encourages HACEP residents to improve their social, educational, and economic opportunities on their way to self-sufficiency and economic independence. A number of grant-funded programs offer opportunities for residents to attain a GED or higher education, secure gainful employment, improve their credit scores and even buy a home of their own! This is only possible with a dedicated team of compassionate professionals who individually work with each program participant for months and even years.

In the past decade, HACEP has been recognized numerous times by the United States Department of Housing and Urban Development (HUD) as a High Performer in both the Public Housing and the Housing Choice Voucher Programs according to the Public Housing Assessment System (PHAS) and the Section 8 Management Assessment Program (SEMAP) by receiving ratings of at least 90 percent. HACEP has also been recognized by the National Association of Housing and Redevelopment Officials (NAHRO) with dozens of Awards of Merit and one Award of Excellence.

HACEP is governed by a five-member Board of Commissioners appointed by the Mayor of the City of El Paso. The Resident Commissioner lives in public housing and represents the voice of all residents. The Chief Executive Officer reports to the Board of Commissioners. Currently, HACEP has a workforce of 430 full-time employees in 10 major divisions. HACEP operations are headed by the Chief Operating Officer who provides oversight to the Office of Public Housing, the Office of Section 8 Housing Choice Vouchers, and the Office of Development and Capital Funds. The administrative division is headed by the Chief Financial Officer who provides oversight to the Office of Procurement and Contract Compliance, the Office of Budget and Grants Compliance, and the Office of Accounting and Finance. The CEO manages all daily operations of HACEP including the administrative offices of the Chief Operating Officer, the Chief Financial Officer, the Chief Information Officer, the Legal Department, the Chief Human Resources Officer, and the Public Information and Government Relations Officer.

RFQ Requirements

Qualifications should be prepared in accordance with the instructions set forth in the RFQ and will be evaluated by HACEP to determine the most highly qualified lawyer(s) or firm(s), in accordance with the evaluation factors detailed in the RFQ.

Submission: Written qualifications must be submitted in a sealed envelope no later than March 26, 2019 at 2:00PM El Paso, time. The submission must be delivered to the HACEP Procurement Department, 5300 E. Paisano Dr., El Paso, Texas 79905. *Late submissions will not be accepted.*

Number of Submissions to Submit: One (1) original and four (3) copies and one digital format (USB)

Form of Submission: Written qualifications should be submitted in narrative format such as a letter or memorandum and address the following:

- Name, address, telephone number and email of the Attorney or Firm. Proposers will identify the person who will provide clarifications and is responsible for submitting a best and final offer to HACEP in connection with this Request for Qualifications. The person identified must be available, time is of the essence for this solicitation and responses may be required in a very short amount of time.

- Experience and qualifications of the firm attorneys to provide Bond Counsel Services.

NOTE: Lawyers and law firms responding to this RFQ must be qualified and experienced bond counsel and, further must be licensed to practice law in the State of Texas or associate with counsel licensed to practice law in the State of Texas.

- Names of firm attorneys (and any key support staff) available to provide Bond Counsel services, and a description of their experience and qualifications.
- Experience as Bond Counsel for other housing authorities or governmental entities, including the names of clients served.
- The Firm's capacity to provide the services in the time frame described in the Scope of Services below.
- A description of the Firm's general fee structure for its services (this is for informational purposes only, as the determinative factor in HACEP's evaluation is the qualifications of the attorney or firm);

NOTE: Although price is not a factor or express consideration in the evaluation criteria, the fee structure of an attorney suggests the lawyer's experience and qualifications within a field of expertise. Therefore, only for the purposes of evaluating qualifications, the submittal should include an explanation or overview of the lawyer or firm's proposed fee structure, to the extent a fee structure can be determined based on the RFQ solicitation materials. If hourly rates are charged, please provide the lawyer's and/or firm's hourly rates, including the rates of paralegals and support staff, and costs to be charged to HACEP as a client. If a fixed price or percentage-based fee structure is being proposed, please explain it in sufficient detail.

- Submittals should include biographies of the firm attorneys to be assigned to provide services, but resumes or CVs of firm attorneys may be attached instead; and
- Any of the elements set forth in the evaluation criteria below which the lawyer/firm wishes to address in the submission.

Cancellation/Modification: HACEP reserves the right to cancel this RFQ, or to reject, in whole or in part, any and all submissions received in response to this RFQ, upon determination that such cancellation or rejection is in the best interest of HACEP. HACEP further reserves the right to waive any minor informality in a submission received, if it is in the public interest to do so.

Assignment of Services to Affiliates: HACEP reserves the right to assign the services or contract of any Bond Counsel to the Affiliates. Any lawyer or firm who submits qualifications must, therefore, be prepared and agree to provide legal services to the Affiliated noted above.

Scope of Services

1. Bond Counsel shall provide legal services in connection with the issuance of bonds or other forms of public financing on an “**as needed**” basis during the term of the contract at the request of HACEP. Bond Counsel is expected to assign those attorneys and professionals employed by the firm who are best suited to appropriately respond to requests for these legal services.
2. Bond Counsel shall provide legal advice on developing and structuring bond issues and financial transactions, including, without limitation, the tax aspects thereof.
3. Bond Counsel shall provide advice regarding suitable forms of financing for housing programs or projects, including any refinancing or restructuring of existing projects as well as new projects that are under consideration.
4. Bond Counsel shall draft, and or assist with the drafting of official statements, trust indentures, loan agreements, and other documents relating to the issuance of bonds.
5. Bond Counsel shall provide advice and analysis regarding relevant federal, State, or municipal law, and any proposed federal, State or local legislation or regulations as it relates to public finance.
6. Bond Counsel shall render opinions concerning the validity of the bonds issued and, if applicable, the tax-exempt status of such bonds from federal, State, and local taxes, and other related matters.
7. Bond Counsel shall render supplemental opinions as requested, including the exemption of bonds from certain securities laws.
8. Bond Counsel shall provide advice on tax matters relating to properties financed by bonds and render tax and/or written legal opinions.
9. Bond Counsel shall be accessible and available to communicate and coordinate with HACEP’s management team, financial advisor(s), investment bank(s), lending institution(s), underwriter(s) and other attorneys or advisors to HACEP.
10. Bond Counsel shall provide any other legal services related to the issuance of bonds or public finance as requested by the CEO.
11. Obtain approval of the Bonds from the Attorney General of the State of Texas and registration of the Bonds by the Comptroller of Public Accounts of the State of Texas as necessary.

Evaluation Criteria

Evaluation Criteria – Most Highly Qualified: HACEP reserves the right to negotiate with one or more respondents who are the most highly qualified Bond Counsel, as determined in the discretion of HACEP. HACEP will select qualifications that are from the most highly qualified respondents based on the evaluation criteria stated herein.

Scoring Matrix: The Selection Panel will evaluate and score each responsive submission using a 100-point system, as a means to determine best qualified respondent(s). The point system below, however, is not determinative as to most highly qualified respondent(s). The award of points, which is based upon written submissions, additional information requested/provided, and if applicable oral interviews, will be as follows:

| Points | Evaluation Criteria | Description |
|--------|--|--|
| 45 | Experience and Qualifications of Lawyer/Law Firm | <ul style="list-style-type: none"> ▫ Experience of attorneys and key staff of proposer, including provision of resumes, CVs, or biographies of the qualifications of attorneys and key staff of proposer to serve as Bond Counsel. ▫ Proposer’s successful experience serving as bond counsel to a governmental entity in Texas in transactions of comparable size and complexity. ▫ Length of time attorneys and staff have provided Bond Counsel services ▫ Demonstrated ability to complete projects of similar complexity with reasonable promptness ▫ Degree of proper’s familiarity with state and local rules, practices, conditions and/or personnel which are important to the success of the public transactions contemplated herein. |
| 45 | Organizational Capacity of Lawyer/Law Firm | <ul style="list-style-type: none"> ▫ The RAD Project is a fast-moving and critical project to HACEP. HACEP needs to ensure that its Bond Counsel has the attorneys and staff available and ready to assist on a project of this size and scope. ▫ The tax-credit apartment transactions contemplated by HACEP and the Affiliates are also imminent, meaning financing must be obtained in the coming weeks and months. Again, proposer needs to explain whether it has attorneys and staff available to provide Bond Counsel services on a short notice ▫ Availability of key attorneys and staff for the contract period of time |
| 10 | Approach (8)/ Miscellaneous (2) | <ul style="list-style-type: none"> ▫ The lawyer’s/firm’s approach to provide the work associated with the requested services ▫ Please briefly describe any pro bono or charitable work/services performed by the lawyer/firm ▫ Please state if the lawyer or firm is a small, minority and women-owned business (M/WBE) |

Post-Selection Negotiations. After selection of the proposer(s), HACEP will then attempt to negotiate with the selected proposer(s) for a contract at a fair and reasonable price or fee structure for Bond Counsel services. If a satisfactory contract cannot be negotiated with the most highly qualified provider(s), HACEP shall end negotiations with that provider(s) and then select the next most highly qualified provider(s) and attempt to negotiate a contract with that provider at a fair and reasonable price or fee structure.



PART II

CONTRACT CLAUSES



SECTION D

MANDATORY CLAUSES



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

| FAR#: | CLAUSE TITLE | DATE |
|--------------|---|----------------|
| 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 Bio based 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 | Excusable Delays | April 1984 |
| 52.252-2 | <p>Clauses Incorporated by Reference:</p> <p>This contract incorporates one or more clauses by reference, with the same forced effect as if they were given in full text.</p> | February 1998 |



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;
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, and compensation be determined in accordance with the Changes clause, paragraph 2, 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, and the Contractor shall be entitled to payment as described in paragraph (b) above.
(e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

4. Examination and Retention of Contractor's Records

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



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

5. Rights in Data (Ownership and Proprietary Interest)

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

6. Energy Efficiency

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

7. Disputes

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

8. Contract Termination; Debarment

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

9. Assignment of Contract

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

10. Certificate and Release

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

11. Organizational Conflicts of Interest

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

12. Inspection and Acceptance

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



- (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



(1) Agency and legislative liaison by Own Employees.

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

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

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

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

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

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

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

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

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

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

(2) Professional and technical services.

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

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

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

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

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

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

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

(iii) Selling activities by independent sales representatives.

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

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

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

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

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

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



16. Equal Employment Opportunity

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

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

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

17. Dissemination or Disclosure of Information

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

18. Contractor's Status

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

19. Other Contractors

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

20. Liens

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

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

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



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

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

22. Procurement of Recovered Materials

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



SECTION 3 SPECIFICATIONS CLAUSE (revised 1/22/16 –Compliance Coord,)

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**

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.

Local community newspapers

- (1) Widely distributed newspapers
- (2) Company agency website
- (3) HACEP communities and HACEP website
- (4) Upper Rio Grande Workforce Solutions
- (5) 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, RFQ’, 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.

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.



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-contractors 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: _____

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.

I am certifying that I have complied with the HUD Section 3 Regulations in my past contracts **when required** by the recipient, contractor by employing the following:

| | | |
|--|---|--|
| <p>1. I was a Section 3 Resident-Owned Business (ROB). List the Contracts and HUD Funded Entity and Contact:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> | <p>2. I complied with Section 3 by employing at least 30% of my workforce. List the Contracts and HUD Funded Entity and Contact:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> | <p>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:</p> <p>_____</p> <p>_____</p> <p>_____</p> |
| <p>4. I complied with Section 3 on a previous HUD funded contract by doing these things and with these entities: Describe:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> | <p>5. I completed HUD Section 3 covered contracts in the past three years but was not required to meet compliance.</p> <p>Check the box of the corresponding reason below.</p> <p><input type="checkbox"/> I did not trigger the regulation by hiring any new employees on my Previous contract(s) in violation of the Section 3 regulation.</p> <p><input type="checkbox"/> I did not trigger the regulation by hiring any contractors on previous, contract(s) in violation of the Section 3 regulation.</p> | |

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

Signature

Print Name

Date



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 **Street** 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 _____ other evidence: _____
 In a public assistance program

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)

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



FY 2018 Income Limits Summary

Selecting any of the buttons labeled "Explanation" will display detailed calculation steps for each of the various parameters.

| FY 2018 Income Limit Area | Median Family Income Explanation | FY 2018 Income Limit Category | Persons in Family | | | | | | | |
|--------------------------------|---|--|-------------------|--------|--------|---------------|--------|---------|---------|---------|
| | | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| El Paso, TX HUD Metro FMR Area | \$51,700 | Very Low (50%) Income Limits (\$) Explanation | 19,800 | 22,600 | 25,450 | 28,250 | 30,550 | 32,800 | 35,050 | 37,300 |
| | | Extremely Low Income Limits (\$)* Explanation | 12,140 | 16,460 | 20,780 | 25,100 | 29,420 | 32,800* | 35,050* | 37,300* |
| | | Low (80%) Income Limits (\$) Explanation | 31,650 | 36,200 | 40,700 | 45,200 | 48,850 | 52,450 | 56,050 | 59,700 |

NOTE: El Paso County is part of the **El Paso, TX HUD Metro FMR Area**, so all information presented here applies to all of the **El Paso, TX HUD Metro FMR Area**. HUD generally uses the Office of Management and Budget (OMB) area definitions in the calculation of income limit program parameters. However, to ensure that program parameters do not vary significantly due to area definition changes, HUD has used custom geographic definitions for the **El Paso, TX HUD Metro FMR Area**.

The **El Paso, TX HUD Metro FMR Area** contains the following areas: El Paso County, TX;

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.



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. The procurement standards of 24 CFR 85.36 has been removed and replaced with (2 CFR 200.318(h).) 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.

PART III

DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION E

LIST OF ATTACHMENTS

FORM OF NON-COLLUSIVE AFFIDAVIT PRIME OFFEROR

State of Texas
County of El Paso

_____, being first duly sworn, deposes and says:

That he is _____ (state whether a partner or officer of the firm, corp., etc.) of the party making the foregoing proposal and attests to the following:

1. That affiant employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the affiant whose services in securing the public contract were in the regular course of their duties for affiant; and
2. That no part of the contract price received by affiant was paid or will be paid to any person, corporation, firm, association, or other than the payment of their normal compensation to persons regularly employed by the affiant whose service in connection with the project were in the regular course of their duties for affiant.
3. That such proposal is genuine and not collusive or sham; that said offeror has not colluded, conspired, connived, or agreed, directly or indirectly, with any offeror or person, to put in a sham offer or to refrain from submitting an offer and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix to any overhead profit or cost element of said price, or of that of any other offeror, or to secure any advantage against the Housing Authority of the City of El Paso, Texas, or any person interested in the proposed contract, and that all statements in said proposal are true.

: _____
Signature of Offeror if Offeror
is an individual

: _____
Signatures of all partners if
Offer is a partnership

: _____
Signature of Corporate Principal if Offeror is
a corporation

Subscribed and sworn to before me

This _____ day of _____, 20_____.

My Commission expires _____, 20_____.



**CERTIFICATION OF
EQUAL EMPLOYMENT OPPORTUNITY
AGREEMENT**

I _____
(Official's Name) (Title)

of the _____ do hereby certify that I have read and understand the EEO requirements throughout the life of this contract.

Attachment of this executed form, as such, is required to complete a valid bid/proposal.

For Project: _____

Job to be Performed: _____

Official's Signature

Date

FEDERAL LABOR STANDARDS CERTIFICATION

I, _____, the Offeror, certify that I and all subcontractors involved in the proposed contract will comply with Federal Labor Standards and prevailing wage rates.

Signature of Offeror if Offeror is an individual
Signature of all partners of Offeror is a partnership

Company

Date

AGREEMENT TO CONTRACT ELECTRONICALLY

PARTIES:

1. The parties to this agreement are the Housing Authority of the City of El Paso (HACEP) with its principals place of business at 5300 E. Paisano Dr. El Paso, Texas 79905 and _____, (herein known as "Contractor") a corporation/other with its principal place of business at _____ (address).

METHOD OF CONTRACTING:

2. The parties intend to enter into a contact that will be completed electronically. The parties agree that their communications will consist of emails and other communication methods as appropriate.

The following hardware and software are needed to allow these transactions:

RECEIPIENT (SIGNER) REQUIREMENTS

Operations Systems: Windows XP, Windows Vista, Windows 7; Mac OS X

Browsers: Final release versions of Internet Explorer 7.0 or above (Windows only); Mozilla Firefox 3.0 or Mobile Signing: Apple iOS 4.0 or above. Android 2.2 or above.

PDF Reader: Acrobat® or similar software may be required to view and print PDF files.

Screen Resolution: 1024 X 768 minimum.

Enabled Security Settings: Allow per session cookies.

SECURITY:

3. In order to ensure the security of the transaction(s), the following procedures will be employed: the contract and subsequent contract modifications will be signed with the digital signature of a company representative that will be encrypted to bank grade security. DocuSign will be the company website retained to process electronic signatures on the above-mentioned documents. Documents stored in DocuSign's ISO 27001 and SSAE 16 data centers are encrypted with the AES-256 standard and use 256-bit SSL document transmission. Further information regarding DocuSign's security can be found at <https://www.docusign.com/how-it-works/security>.

REVOCAION:

4. The parties acknowledge that the signing of this agreement binds them to conduct the transaction that is the subject of the agreement electronically, but that they are not bound to use electronic means in connection with any future transactions.

Contractor

Gerald Cichon
Chief Executive Officer

STATEMENT OF OFFEROR'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Offeror may submit any additional information he/she desires.

1. Name of Firm (Legal Name)

a. Name of President: _____

2. Permanent main office address. Including city, state and zip code, main phone number.

3. When organized (year).

4. If a Corporation, where incorporated.

5. The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for Qualifications: (list names, titles, and telephone numbers of the authorized negotiators):

Name: _____

Title: _____

Telephone Number: _____

Email: _____

(Please attach sheets if more than one person is authorized to negotiate on the firm's behalf)

5. How many years have you been engaged in practice under your present firm name?

6. Contracts on hand: (schedule this showing gross amount of each contract and the appropriate anticipated dates of completion.)

7. General character of work performed by your company.

8. Have you ever failed to complete any work awarded to you? If so, where why? (Be specific and attach separate sheets if needed)

9. Have you ever defaulted on a contract? If so, where and why? (Be specific, attach separate sheet if needed.)

10. List the more important contracts recently completed by you, stating approximate gross cost for each, and the month and year completed.

11. List your major areas of expertise and resources available for this contract.

12. Experience in this type of work similar in size to this project.

13. Background and experience of the President, principal members of your organization and officers. (Attach separate sheets.)

14. Please attach a letter from your bank (on bank letterhead) referencing the following information: Is your account in good standing? What year was the account established? What is the account balance (\$50,000 can be expressed as mid-five figures)?

15. Attach letters of reference from (3) firms that do business with your company, (strictly those firms who have awarded contracts to your company).

16. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Housing Authority of the City of El Paso, Texas?

YES

NO

- a. Have you ever been a party to or otherwise involved in any action or legal proceeding involving matters related to race, color, nationality, sex, disability, age or religion? If so, give full details. (Attach separate sheets.)

- b. Have you ever been accused of discrimination based upon race, color, nationality, sex, disability, age, or religion in any action or legal proceeding including any

proceeding related to any Federal Agency? If so, give full details. (Attach separate sheets.)

17. Do you provide safety training for your employees? _____ Please attach details.

18. The undersigned hereby authorized and request any person, firm or corporation to furnish any information requested by the Housing Authority of the City of El Paso, Texas in verification of the recitals comprising this Statement of Offeror's Qualifications.

Name and Signature



Date _____ this _____ day of _____, 20____.

(Name of Offeror)

By: _____

Title: _____

State of _____)

ss

City/County of _____)

_____ Being duly sworn,
deposes

and says that he/she is the _____ of

_____ and that the answers to the foregoing
questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this _____ day of _____, 20____.

(Notary Public)

My Commission Expires _____.



**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.

Instruction: 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 the 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.



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 |



DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB
0348-0048

(See reverse for public burden disclosure.)

| | | | | | |
|--|--|---|---|--|--|
| 1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance | | 2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award | | 3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____ | |
| 4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: 4c _____ | | | 5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ _____ _____ _____ Congressional District, if known: _____ | | |
| 6. Federal Department/Agency: _____ | | | 7. Federal Program Name/Description: _____ CFDA Number, if applicable: _____ | | |
| 8. Federal Action Number, if known: _____ | | | 9. Award Amount, if known: \$ _____ | | |
| 10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): _____ _____ _____ _____ | | | b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): _____ | | |
| 11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. | | | Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____ | | |
| Federal Use Only: | | | | Authorized for Local Reproduction Standard Form LLL (Rev. 7-97) | |



FORM OF CONTRACT
HOUSING AUTHORITY OF THE CITY OF EL PASO, TEXAS
CONTRACT #EX 18-C-XXXX

This Contract entered into this DATE, 2018, by and between the Housing Authority of the City of El Paso, Texas, (a political subdivision of the State of Texas under the provisions of the Texas Local Government Code) hereinafter called "HACEP" and Awarded Firm, a corporation organized and existing under the Laws of the State of Texas, hereinafter called the "Contractor."

Now in consideration of the following, the parties agree that:

- 1. Contractor shall provide Consulting services for tax credit applications for as outlined in the scope of work for the above mentioned contract.
2. This contract shall be effective for Base Year from Date to Date. HACEP may extend the term of this contract for 4 (four) additional option (twelve month) Year. Total duration of the contract shall not exceed 60 months. Unless extended/renewed in writing by both parties:
2.1 Base Year Date
2.2 First Option Year Date
2.2 Second Option Year Date
2.2 Third Option Year Date
2.2 Fourth Option Year Date
3. The Contractor shall furnish all supervision, technical personnel, labor, materials, and services to perform and complete all work required and work related thereto, in accordance with contract documents.
4. The contract shall be subject to and governed by the following documents, which are as fully a part of the contract as if hereto attached or herein repeated, form the contract:
a. This Contract
b. RFP EX 18-R-0013
c. Contractor's Bid
5. The contract can be terminated by HACEP for failure of Contractor to perform the services with thirty (30) days written notice at Contractor's regular mailing address. Contractor agrees to pay all reasonable and necessary expenses including attorney's fees incurred by HACEP in seeking to enforce this contract or defending its rights hereunder.
6. Any notices to HACEP shall be delivered to:
Chief Executive Officer

EX 18-C-XXXXX



Housing Authority of the City of El Paso, Texas
5300 E. Paisano Drive
El Paso, Texas 79905 – 2931

The Contractor shall make available to the Secretary of HUD, the Inspector General of the Department of HUD, the Comptroller General of the United States or their duly authorized representatives, access to all books, documents, papers, or other records, which are pertinent to a specific contract for the purpose of making audit examinations, excerpts and transcripts. Additionally, Contractor is required to retain all required records for three (3) years after final payments are made and all other pending matters are closed.

Contractor shall defend, indemnify and hold harmless HACEP and the Board of Commissioners, their officers, agents, and employees from all claims or causes of action of any kind for injury or damage of any kind to any person or property brought by or on behalf of any person due to or related to the negligence of intentional act of omission of Contractor, its agents, employees or sub-contractors. Contractor shall pay any and all damages assessed against HACEP and the Board of Commissioners, their officers, agents or employees, arising out of such negligence or intentional acts.

HACEP shall not be liable to the Contractor for any loss, damage or expense of any kind or nature caused directly, indirectly or consequentially by a negligent act or omission by HACEP or its employees, arising from or out of the contractual relationship between HACEP and the Contractor or for damages arising from or out of the use of the orders to proceed, change orders, access to property or the failure to perform any other obligation which the Contractor claims is due, or for any loss of business whether direct or consequential and however caused.

CONTRACTOR: HOUSING AUTHORITY OF THE CITY OF EL PASO TEXAS

NAME: _____ BY: _____

Gerald Cichon

TITLE: _____ TITLE: Chief Executive Officer

DATE: _____ DATE: _____

SIGNATURE: _____

ADDRESS: _____

EMAIL: _____

FEDERAL ID #: _____

PHONE: _____

CITY: _____ APPROVED AS TO FORM: _____

HACEP Legal Counsel

STATE _____ ZIP CODE: _____

DATE: _____

EX 18-C-XXXXX

PART IV

REPRESENTATIONS AND INSTRUCTIONS

SECTION F

REQUIRED CERTIFICATIONS



Certifications and Representations of Offerors Non-Construction Contract

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

Public reporting burden for this collection of information is estimated to average 5 minutes 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.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offerors to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Contingent Fee Representation and Agreement

(a) The bidder/offeror represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offeror, the bidder/offeror:

- (1) [] has, [] has not employed or retained any person or company to solicit or obtain this contract; and
(2) [] has, [] has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) If the answer to either (a)(1) or (a) (2) above is affirmative, the bidder/offeror shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offeror shall give the PHA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

2. Small, Minority, Women-Owned Business Concern Representation

The bidder/offeror represents and certifies as part of its bid/ offer that it:

- (a) [] is, [] is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
(b) [] is, [] is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
(c) [] is, [] is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are: (Check the block applicable to you)

- [] Black Americans [] Asian Pacific Americans
[] Hispanic Americans [] Asian Indian Americans
[] Native Americans [] Hasidic Jewish Americans

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
(2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
(3) No attempt has been made or will be made by the bidder/ offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

(b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:

- (1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and



(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

4. Organizational Conflicts of Interest Certification

(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 a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

(i) Award of the contract may result in an unfair competitive advantage;

(ii) The Contractor's objectivity in performing the contract work may be impaired; or

(iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of 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 HA, the HA may terminate the Contract for default.

(d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

7. Offeror's Signature

The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

Signature & Date:

Typed or Printed Name:

Title:

SECTION G

INSTRUCTIONS TO OFFERORS

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503



PART IV

REPRESENTATIONS AND

INSTRUCTIONS



SECTION G

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

G-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

| <u>EARN NO.</u> | <u>PROVISION TITLE</u> | <u>DATE</u> |
|------------------------|--|--------------------|
| 52.215-1 | Instructions to Offerors – Competitive Acquisition | OCT 1987 |
| 52.216-1 | Type of Contract | APR 1984 |

G-2 All Qualifications must be mailed or delivered to:
Housing Authority of the City of El Paso, Texas
5300 E. Paisano Dr.
El Paso, Texas 79905

NOTE: It is the vendor’s sole responsibility to see that his/her Qualification is received at the proper place on time.

G-3 If any prospective vendor is in doubt as to the true meaning of any portion of the Qualification documents or requires any additional information to prepare his/her Qualification response, he/she shall contact, in writing, to the Contracts Division at the above referenced address no later than 7 days before the closing date of the solicitation.

G-4 Qualifications shall be dated with each page numbered and displaying the offeror ‘s identification. Signatures required shall be in longhand and by those authorized to execute an eventual contract.

G-5 No oral, telegraphic, or telephonic Qualifications or modifications will be considered.

G-6 The completed Qualification shall answer all questions on a point-by-point basis in a concise manner, avoiding ambiguous statements and shall be without interlineations, alterations, and erasures.

G-7 All deviations to the Qualification Statement of Work or any items or features that cannot or should not be solicited must be specifically identified. If no such areas of controversy are identified, the Qualification should so state and it shall be understood that all items, features and costs have been included.

G-8 If the offeror is unable to comply with a requirement but is uncertain to the specific nomenclature in any specification, it shall enter a reference number of any supporting documents, etc., describing or interpreting the requirement.

G-9 All statements made by the offeror must be capable of being included into a written contract.

G-10 All documentation submitted automatically becomes the property of the Housing Authority of the City of El Paso, Texas.

G-11 Expenses for Qualification development are entirely the responsibility of the offeror and will not be chargeable in any manner to the Housing Authority of the City of El Paso, Texas.

G-12 The Housing Authority of the City of El Paso, Texas reserves the right to accept or reject any Qualification, or any part of a Qualification. Any resulting order will be awarded to that responsive, responsible offeror, whose Qualification is most advantageous to the Housing Authority of the City of El Paso, Texas, all other factors considered.

G-13 Offeror must submit proof of all insurance coverage’s and be prepared to provide additional proof of same should the Housing Authority of the City of El Paso, Texas so request.

G-14 Offeror must provide financial information, including bank references, annual report, and a detailed financial statement at the request of HACEP.

G-15 All offers will be evaluated according to the criteria listed in the Qualification. To be considered responsive the offer must respond to the criteria.

G-16 PROTEST TO THE AGENCY

- (a) When a protest is filed with the agency, an award shall not be made until the matter is resolved unless the Director of Contracting or other designated official first determines that one of the following applies:

- (1) The supplies or services to be contracted for are urgently required.
- (2) Delivery or performance will be unduly delayed by failure to make award promptly.
- (3) A prompt award will otherwise be advantageous to the Housing Authority of the City of El Paso, Texas.

G-17 (52.252-1) SOLICITATIONS PROVISIONS INCORPORATED BY REFERENCE (JUNE 1988)

This solicitation incorporates one or more solicitation provisions by reference with the same force and effect as if they were given in full text. Upon request, the Director of Contract Compliance will make their full text available.

G-18 AWARD

The Housing Authority of the City of El Paso, Texas, at its discretion, may award multiple contracts for this requirement.

G-19 INCURRING COSTS

- (a) Costs shall not be incurred by receipts of the solicitation document in the anticipation of receiving direct reimbursement from the Housing Authority of the City of El Paso, Texas without the written authorization of the proper authority.
- (b) The Housing Authority of the City of El Paso, Texas assumes no liability for and shall not be obligated to the Contractor for payment for the Contractor's costs incurred prior to award.

G-20 PRE-AWARD SURVEY OF PROSPECTIVE CONTRACTOR

- (a) If an offer submitted in response to this solicitation that is favorably considered, a survey team may contact your facility to determine your ability to perform. Current financial statements and other pertinent data should be available for review at that time if not already on file with the office having cognizance over your facility. Areas that may be investigated or evaluated are listed below:
 1. Technical Capability
 2. Facilities
 3. Financial Capability
 4. Accounting System
 5. Quality Assurance
 6. Performance record
- (b) Offerors are advised that accomplishment of this survey is a part of the evaluation process and is not to be construed as an indication that an will receive or is in the best position to receive the resultant award.
- (c) The Housing Authority of the City of El Paso, Texas may conduct a pre-award survey on more than one at a time.

G – 21 FAILURE TO SUBMIT OFFER

Recipients of this solicitation not responding with an offer should not return this solicitation, unless it specifies otherwise. Instead, they should advise the issuing office by letter, postcard, or established electronic commerce methods, whether they want to receive future solicitations for similar requirements. If a recipient does not submit an offer and does not notify the issuing office that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

G-22 (9505) ORGANIZATIONAL CONFLICTS OF INTEREST

The Contracting Officer shall award the contract to the apparent successful offeror unless a conflict of interest is determined to exist that cannot be avoided or mitigated.

SECTION H

EVALUATION FACTORS FOR AWARD

EVALUATION CRITERIA

Name of Company: _____

| Evaluation Criteria | Description | Points | Score |
|--|--|---------------|--------------|
| Experience and Qualifications of Lawyer/Law Firm | <ul style="list-style-type: none"> ▫ Experience of attorneys and key staff of proposer, including provision of resumes, CVs, or biographies of the qualifications of attorneys and key staff of proposer to serve as Bond Counsel. ▫ Proposer's successful experience serving as bond counsel to a governmental entity in Texas in transactions of comparable size and complexity. ▫ Length of time attorneys and staff have provided Bond Counsel services ▫ Demonstrated ability to complete projects of similar complexity with reasonable promptness ▫ Degree of proposer's familiarity with state and local rules, practices, conditions and/or personnel which are important to the success of the public transactions contemplated herein. | 45 | |
| Organizational Capacity of Lawyer/Law Firm | <ul style="list-style-type: none"> ▫ The RAD Project is a fast-moving and critical project to HACEP. HACEP needs to ensure that its Bond Counsel has the attorneys and staff available and ready to assist on a project of this size and scope. ▫ The tax-credit apartment transactions contemplated by HACEP and the Affiliates are also imminent, meaning financing must be obtained in the coming weeks and months. Again, proposer needs to explain whether it has attorneys and staff available to provide Bond Counsel services on a short notice ▫ Availability of key attorneys and staff for the contract period of time | 45 | |
| Approach (8)/ Miscellaneous (2) | <ul style="list-style-type: none"> ▫ The lawyer's/firm's approach to provide the work associated with the requested services ▫ Please briefly describe any pro bono or charitable work/services performed by the lawyer/firm ▫ Please state if the lawyer or firm is a small, minority and women-owned business (M/WBE) | 10 | |
| Total | | 100 | |

After the written proposals are evaluated, candidates may be requested to participate on an oral interview. This interview may be conducted in-person, via Skype or conference call. Key individuals that would provide technical support to HACEP are expected to participate in the interview.

Name of Evaluator: _____

Date: _____

HACEP may, at its discretion and without explanation to the prospective Vendors, at any time choose to discontinue this RFQ without obligation to such prospective Vendors

CONTRACT AWARD

Only written Proposals will be considered. HACEP reserves the right to reject any Proposals without further discussion or negotiations, and may waive technical errors or discrepancies if it serves the public interest. This solicitation for Proposals is not to be considered a contract of any kind.

Written Proposals will be reviewed, with emphasis on capacity and services proposed. Negotiations (interviews) may be conducted with all Offerors in the acceptable range, at the discretion of the Housing Authority of the City of El Paso, Texas. All Offerors in the competitive range will be asked to submit their Best and Final Offer. Thereafter, a recommendation for award of contract will be made to the Board of Commissioners. Upon approval by the HACEP Board of Commissioners, a contract will be awarded. HACEP reserves the right to exclude identified services from the contract and to award more than one contract.

After demonstrating full compliance with federal regulations at 2 CFR Part 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS and with all required approvals, HACEP will prepare a final contract document for execution and approval by the Contracting Officer and the contracting party.

No contract will be awarded for Proposal that do not meet the satisfaction of the Board of Commissioners. Any contract awarded as a result of this Request for Proposals will be made only for the term outlined in the RFQ. HACEP reserves the right to cancel unilaterally any contract derived from this Request for Proposals for failure to perform services satisfactorily. Any contract for the stated services or products herein is not an exclusive contract. HACEP reserves the right to assign other service providers to such matters as it deems necessary.

AFFIRMATIVE ACTION

HACEP is an equal opportunity employer and requires all of its contractors to comply with policies and regulations concerning equal employment opportunity. Proposals should refer to affirmative action guidelines published by the Department of Housing and Urban Development regarding minority, women-owned, handicapped, and small business enterprises. In addition, HACEP requests information regarding the ethnicity of each partner, shareholder, and personnel employed by the company.

BASIS FOR AWARD

The Housing Authority of the City of El Paso, Texas will award this contract to the most qualified Offeror based on experience in the stated services as designated in the scope of services and fees negotiated.

The Housing Authority of the City of El Paso, Texas reserves the right to consider historic information and facts, whether gained from the firm's Qualification, question and answer conferences, references or any other source in the evaluation.

The individual or firm is cautioned that it is the individual's or firm's sole responsibility to submit information related to the evaluation categories and the Housing Authority of the City of El Paso, Texas is under no obligation to solicit such information if it is not included with the individual's or firm's statement. Failure of an individual or firm to submit such information may cause an adverse impact on the evaluation of the individual or firm or lead to disqualification from consideration.



TECHNICAL EVALUATION

WORK SHEET

Name: _____

Reviewer: _____

Date: _____

INSTRUCTIONS: Evaluation of technical Qualifications will be based upon an analysis of the Offeror’s Qualification in relation to the criteria contained in the request for Qualification. This evaluation sheet is keyed to those criteria. Reviewers should record their evaluation of each Qualification in terms of its strengths and weaknesses, the degree to which the Qualification possesses or lacks the attributes set forth in the specific factors for award Points scores are to be assigned to each evaluation factor as indicated below. Reviewer’s comments should be provided on this form. Additional sheets may be attached as necessary.

OVERALL SCORE: Evaluation sheets are provided for assistance in evaluated factors and weights contained in the **RFQ**. Predetermined cut-off scores designed for determining overall rating shall not be employed.

COMPOSITE SCORE:

STRENGTHS/WEAKNESSES: (Evaluators should comment here on strengths/weakness of the technical Qualification. Comments may be used to formulate the Housing Authority of the City of El Paso, Texas position if continued negotiations are required).

Acceptable: _____

(“This means that based upon the Qualification as submitted, the PHA could contract with the offeror and expect that the work would be completed. The Qualification is not perfect, but it contains no significant weaknesses”)

Potentially Acceptable: _____

(“This means that the technical part of the Qualification contains weaknesses that keep it from being acceptable, but with relatively minor changes or additional information from the offeror, it might be made acceptable. Once additional information is obtained via initial negotiations, this type of Qualification must become either acceptable or unacceptable”)

Unacceptable: _____

(“This means that the Qualification is seriously flawed to the point that no amount of negotiation would lead to improve it, or the offer would have to be substantially rewritten to be found acceptable. Either the offeror simply did not understand the PHA’s requirement or did not elect to prepare a sufficient Qualification. Technically unacceptable Qualifications should never be included in a competitive range”)

Effective July 1, 2014, the Housing Authority of the City of El Paso (HACEP) implemented the following guidelines applicable to all contractor business travel.

HACEP will reimburse based on the **GSA Per Diem Rates** www.gsa.gov/perdiem for the City of El Paso, TX:

- Lodging
- Meals and Incidentals Expenses

The following categories define HACEP expectations for Contractor travel and meal expenses. Proper documentation must be submitted with the Contractor invoice before HACEP will consider reimbursement of travel or meal expenses. Such documentation must include detailed receipts for all requested amounts and the valid business reason for the expense. In addition, where HACEP management approval is required prior to reimbursement, Contractor must submit a memo detailing management's approval or the signature of the appropriate HACEP management representative on the detailed receipt. HACEP reserves the right to request additional information when assessing payment and may refuse or limit payment based on the documentation, or lack thereof, provided.

- **Airfare** - Airfare is reimbursed at commercial Coach Class using lowest logical airfare and advance purchase options. Airfare should be booked as soon as practical to obtain best pricing options. HACEP allows non-stop service to be considered as lowest logical airfare. HACEP will not reimburse unused tickets, airport ticket class changes, or seat location upgrades. Use of non-commercial air service is expressly prohibited.
- **Tolls and Parking** – Parking will be reimbursed at actual cost for business trip expense. Commuter tolls and parking within city metropolitan area where work is performed is not reimbursable.
- **Transportation Services** - While scheduled transportation service using airport shuttles is permitted with proper receipts, private limousine or luxury shuttle service is **not reimbursable**. Taxi service is allowed in lieu of auto rental, however receipts must be provided.
- **Personal Vehicle** - Use of a personal vehicle in lieu of public transportation or a rental car is permitted when pre-approved by HACEP management. Mileage must be tracked on a daily trip log and reimbursement will be calculated at IRS standard mileage rates. Reported mileage must exclude normal commute mileage in accordance with IRS commute definitions. No personal vehicle expense, including gasoline or car repairs, is allowed for reimbursement.
- **Entertainment** - Casual entertainment including alcoholic beverages is **not reimbursable**. HACEP management must pre-authorize any scheduled group events and such events must be limited to specific milestone or project recognition events. HACEP will not reimburse Contractor for entertaining HACEP employees without prior HACEP management approval.

Sincerely,

Satish Bhaskar

HACEP Chief Financial Officer

I certify that I have Read and acknowledge HACEP's Travel/expense Guidelines.

Name and title: _____

date: _____

Vendor Information Form

| | |
|--|--|
| Firm Name | |
| Firm Address (full address): | |
| Firm Telephone Number: | |
| Firm Fax Number | |
| Firm Year Established: | |
| Types of services provided by the Firm | |
| Federal TAX ID # | |

Management person responsible for direct contact with the HACEP and services required for this Request for Qualification (RFQ):

| | |
|-------------------|--|
| Name: | |
| Title: | |
| Telephone Number: | |
| Fax: | |
| Email: | |

Person responsible for day-to-day servicing of the account:

| | |
|-------------------|--|
| Name: | |
| Title: | |
| Telephone Number: | |
| Fax: | |
| Email: | |