



The Housing Opportunity Management Enterprises (HOME)

Requests for Proposal (RFP) for

HOME'S ADVANCED COMMUNICATION SYSTEM

IT 23-R-0002

<p>Affordable Housing Acquisition</p> <p>an Affiliate of</p> <p>The Housing Opportunity Management Enterprises (HOME)</p> <p>Gerald Cichon Chief Executive Officer</p>	<p>An Equal Opportunity Employer and Contracting Agency</p>
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REQUEST FOR PROPOSAL (RFP)

The Housing Opportunity Management Enterprises (HOME)

is requesting proposal for:

**HOME's Advanced Communications Systems
IT 23-R-0002**

Request for proposal will be available online at 10:00 A.M. Mountain Standard Time (MST) beginning January 17, 2023, to view the solicitation. Refer to Request for Proposal No. IT 23-R-0002. This solicitation is only available electronically in the Housing Agency Marketplace. To view the solicitation, please visit [Housing Agency Marketplace \(internationaleprocurement.com\)](https://internationaleprocurement.com). You will have the opportunity to register and view the solicitation. There is no fee associated with the use of this system. Vendors who download this solicitation via the Housing Agency Marketplace will automatically receive notification of amendments.

A pre-proposal meeting will be held on January 19, 2023 at 10:00 A.M. MST via tele-conference. Any questions regarding the RFP may be directed to Ms. Eddie Rocha, (915) 849-3789 email erocha@ephome.org or Mr. Juan Pulido at jpulido@ephome.org. If you would like to join in the pre-proposal meeting at <https://teams.microsoft.com/I/meetup-join> meeting ID: 237 351 521 520 Passcode: 9r5GKE or call (915) 224-2106 and use Access code 669 874 594#.

The closing date and time for receipt of proposals is February 6, 2023 at 2:00 P.M. MST. All proposals shall be submitted via the Housing Agency Marketplace at <https://ha.internationaleprocurement.com/>.

No fax, email or in-person proposals will be accepted

DocuSigned by:
Juan Pulido 1/12/2023 | 9:55:36 AM PST
D95E0B1EAA847E

Juan Pulido
Procurement Manager

Advertisement

El Paso Times: Tuesday: January 17, 2023
 Tuesday: January 24, 2023



Executive Summary Notice

IT 23-R-0002

Request for Proposal:

1. The purpose of this Executive Notice is to highlight the key requirements of the Request for Proposal.
2. The Housing Opportunity Management Enterprises is requesting proposals from qualified vendor licensed and bonded in the state of Texas to submit their proposal for HOME's Advanced Communications System. **HOME reserves the right to award multiple applicants.**
3. Formal communications such as requests for clarifications and/or information concerning this Request for Proposal shall be submitted in writing only no later than **January 24, 2023 at 5:00 p.m. MST** local time and directed to **Ms. Eddie Rocha** Contract Specialist, at erocha@ephome.org or Mr. Juan Pulido at jpulido@ephome.org.
4. **A PRE-PROPOSAL TELE-CONFERENCE WILL BE HELD ON JANUARY 19, 2023 AT 10:00AM MST.** If you would like to join in the pre-proposal meeting please join the following link: [https://teams.microsoft.com/l/meetup-join meeting ID: 277 389 201 213 Meeting ID: 237 351 521 520 Passcode: 9r5GKE](https://teams.microsoft.com/l/meetup-join%20meeting%20ID%3A277389201213%20Meeting%20ID%3A237351521520%20Passcode%3A9r5GKE) or call (915) 224-2106 and use Access code 669 874 594#.
5. The Housing Opportunity Management Enterprises contemplates award of a contract to HOME's Advanced Communications System. Vendor/Vendors in response to this solicitation will be evaluated using the Technical Proposal Evaluation Process. Vendor must submit in accordance with the instructions provided in the Request for Proposal. Failure to furnish a complete offer at the time and date specified in the solicitation may result in elimination from consideration.
6. **Any form of contact by an offeror or potential offeror regarding this REQUEST FOR PROPOSAL, at any time during the Request for Proposal process from initial advertisement through award, with Commissioners of the Housing Opportunity Management Enterprises (HOME) or any person employed by HOME, other than through the communication channels stipulated in the Request for Proposal, or as subsequently instructed by HOME through the Request for Proposal process, will constitute grounds for rejection of the Proposal.**
7. Since HOME is interested in limiting costs associated with the acquisition process, offerors not intending to continue with the REQUEST FOR PROPOSAL are requested to submit a letter requesting they be taken off the mailing list for this Request for Proposal. HOME reserves the right to reject any or all proposals.
8. Proposals will be submitted only and received by **2:00 P.M. MST on February 6, 2023**, via the Housing Agency Marketplace at <https://ha.internationaleprocurement.com/>.
9. **No fax, email or in-person proposals will be accepted**
10. This solicitation and subsequent amendments shall supersede any posting made through the HOUSING AGENCY MARKETPLACE. 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 HOUSING AGENCY MARKETPLACE.

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

Juan Pulido



Date Issued: January 17, 2023

Subject: Request for Proposal

Request for Proposal No.: IT 23-R-0002

Separate sealed proposals for Request for Proposal for HOME's Advanced Communications System will be received at the following link:

Contract Compliance & Procurement Administration

via the Housing Agency Marketplace at

<https://ha.internationaleprocurement.com/>

2:00PM, MST, February 6, 2023. Proposals will be held in confidence and not released in any manner until after contract award.

For any Contract which requires the applicants to provide services, the applicant shall, prior to commencement of work, provide HOME with Certificates of Insurance in the below amounts and shall maintain such coverage in effect for the full duration of the Contract. HOME must be named as additional insured in the insurance certificate(s).

General Liability	\$1,000,000
Commercial General Liability	\$2,000,000
Automobile (vendor has vehicles on HOME premises)	\$1,000,000
Workman's Compensation Insurance (for onsite work)	\$1,000,000
Professional Liability	\$1,000,000
Errors and Omissions	\$1,000,000
Employee Dishonesty	\$500,000

By submission of a proposal, the offeror agrees, if its proposal is accepted, to enter into a contract with HOME in the form included in the Request for Proposal 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 REQUEST FOR PROPOSAL. The offeror further accepts all the terms and conditions of the Request for Proposal.

The Housing Opportunity Management Enterprises specifically reserves the right to reject any or all proposals, waive technicalities and to award the contract in the best interest of HOME. Price alone will not be the sole determining criteria in the selection process.

Each offeror is responsible to ensure that they have received all amendments related to this Request for Proposal. Contract Compliance will send amendments through Marketplace. For those companies that download this Request for Proposal through the Marketplace, amendments will be posted to the Marketplace. Companies that receive this Request for Proposal in electronic format through other than Marketplace may not receive notifications.



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All documents listed must be submitted in order for your offer to be considered responsive, all forms requiring signature must be signed, as well as HUD Form 5369-C (Certifications and Representations of Offerors), found in Section E



HOME
Housing Opportunity
Management Enterprises

RFQ: IT 23-R-0002

HOME's Advanced Communications System

PART I

THE SCHEDULE



HOME
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HOME's Advanced Communications System

SECTION A
REQUEST FOR PROPOSAL



REQUEST FOR PROPOSAL OFFER AND
 AWARD

(Must be completed by Offeror)

Offeror acknowledges receipt of amendment(s)

Number(s)	Date(s)
11. Name and Address 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@ephome.org Attn: Accounts Payable Affordable Housing Acquisition 304 Texas Ave. Suite 1600 El Paso, Texas 79901	19. Technical Representative Name: <u>Satish Bhaskar</u> Telephone No. <u>915-849-3730</u>
20. Administered by: Procurement and Contract Compliance Department Affordable Housing Acquisition 304 Texas Ave. Suite 1600 El Paso, Texas 79901 (915) 849-3776	21. Payment will be made by: Accounts Payable Department Affordable Housing Acquisition 304 Texas Ave. Suite 1600 El Paso, Texas 79901 (915) 849-3742
22. <u>Name of Contracting Officer (Type or Print)</u> <u>Gerald Cichon, Chief Executive Officer</u>	23. Signature of Contracting Officer: _____
Award Date:	IMPORTANT: Award will be made by formation of contract. Award notice will be generated by Housing Agency Marketplace or similar manner.



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HOME's Advanced Communications System

SECTION B

SCOPE OF SERVICES



Scope of Work

Statement of work for HOME's Advanced Communications System

Background

Housing Opportunity Management Enterprises ("HOME") is looking to implement an advanced communications platform as part of its improvements in its digital infrastructure. This project revolves around the need to create the necessary communication channels, expand our existing capabilities, and improve our relationships with customers, partners and public in general. Due to the nature and complexity of the technology initiatives, HOME seeks to develop and ensure best practices as part of the digital transformation strategy for future software development and implementation work to remain compatible and standardized.

HOME currently has a system that includes SIP lines provided by Sipcom, Microsoft 365 G5 licensing, Anywhere 365 Contact Center (not fully implemented), MS Teams, etc.

Vendor will work closely with HOME's IT team as well as senior leadership to define and refine the current applications roadmap. As such, the scope of services shall comprise of the following:

Communications Platform Review

Including but not limited to:

1. Gather HOME's functional requirements that capture desired call management, flows, dialogues, prompts, menus and recommend best practices around project.
2. Review existing solution and provide written project plan delineating implementation steps and deadlines.
3. Create proof of concept system before full implementation to test scenarios such as call volume handling, IVR responses, texting (SMS, Email, other channels),

Unified Communications as a Service (UCaaS) /Contact Center as a Service (CCaaS)

Including but not limited to:

1. Provide an end-to-end hosted (cloud based) solution including infrastructure, telephony services, and software necessary to support distributed UCaaS/CCaaS operations for various HOME departments, that will support multiple contact channels such as voice, email, chat, SMS, TDD/TTY, fax and social media.
2. The proposed solution must include an IVR system, VoIP enabled telephony system, Automatic Contact Distribution (ACD), Auto-attendant console, Microsoft Teams Integration (for softphone functionality), 100% agent call recording, screen recording.



3. Configuration of IVR system for connection/integration to our existing Property Management system and/or data warehouse, to provide information to callers seeking information regarding their status within their respective programs.
4. The IVR solution should be able to provide and understand authentication challenge questions and responses, connect to back-office databases and/or property management system (MS SQL/Yardi Voyager) to be able to provide waitlist status, rent due date, etc. to customers after being authenticated by tenant number, name, and date of birth, or other.
5. Transfer and host (if needed) 300 DID's and needed SIP lines to support 100 users.
6. Provide omni-channel communication capabilities (voice, email, chat, SMS, social media, messaging apps).
7. Provide virtual faxing capabilities as part of the solution.
8. Reporting and real time analytics to manage resources, provide tracing and tracking of calls, statistics, performance, unanswered voicemails, or messages, etc.
9. The solution should be able to record and store 100% of the calls answered by CSRs for liability and training purposes, as well as the ability for a supervisor to whisper, take over and/or continue conversation on a different channel (email, text, etc.)
10. Ability for HOME systems administrators to configure call routes, menus, flows, hunt groups and any other feature available in the system.
11. The solution should also provide supervisor capabilities to include caller agent status (i.e., idle too long, not available during scheduled hours, etc.)
12. Provide all equipment and /or materials required for the design, delivery, installation, configuration, testing and training for administrators and end-users of the proposed solution.
13. Conferencing and conference room capabilities and equipment for 5 8-person conference room with display and 1 16-person conference room with displays (Polycom systems already in place but can be replaced).

Deliverables

1. A proposed draft high level action plan, *to be included with the proposal*, addressing the items above.
2. Once hired,
 - a. A detailed project plan for review and approval within two weeks of initial kickoff meeting.
 - b. Architectural Review Document in accordance with approved project plan.
 - c. Solution proof of concept and roadmap document in accordance with approved project plan.
 - d. Meetings



- One kick-off meeting (via web conference or in-person depending on consultant location).
- Check-in calls between project and HOME IT staff (at least two times per month).
- Additional regularly scheduled meetings.

General Overall Questions

1. List vendor qualifications and examples of successful systems implemented that are similar to this project.
2. What is the timeframe for project completion?
3. Price proposal to include:
 - a. Project implementation cost.
 - b. Service fees.
 - c. Equipment cost (if needed).
 - d. Any other system, software or licensing fee needed to complete the project.

Method of Selection and Notices

HOME will evaluate the RFP responses and rate each firm based on the evaluation criteria below. Upon receipt and in compliance with the submission date and time, an evaluation committee will be appointed to evaluate each RFP. The criteria used for evaluation will be:

- Experience 15%
Company must have a documented minimum of 10 years of experience in managing contracts designing and implementing of similar solutions.

- Completeness 10%
Proposal must contain all items outlined under the Proposal submission section VII in this RFP document.



- **Quality of proposed staff** 10%
Resumes of staff must reflect the technical capability to accomplish tasks outlined in the scope of service section of RFP.

- **Technical Approach** 25%
Vendor's proposal must cover all items described in Scope of service section in a comprehensive and detailed manner.

- **Cost effectiveness** 35%
Vendor's cost proposal must include labor, timeline, and materials such as software or hardware necessary to implement solution being offered.

- **References** 5%
Minimum of three (3) references in the last five (5) years on projects with similar scope.



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Management Enterprises

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HOME's Advanced Communications System

SECTION C

MANDATORY CLAUSE



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 Vendors Debarred, Suspended or Proposed for Debarment	October 2015
52.215-2	Audit and Records – Negotiation	October 2010
52.215-8	Order of Precedence – Uniform Contract Format	October 1997
52.215-14	Integrity of Unit Prices	October 2010
52.217-6	Option for Increased Quantity	March 1989
52.217-9	Option to Extend the Term of the Contract	March 2000
52.222-4	Contract Work Hours and Safety Standards Act – Overtime Compensation	May 2014
52.222-6	Construction Wage Rate Requirements	May 2014
52.222-18	Certification Requiring Knowledge of Child Labor for Listed End Products	February 2001
52.222-20	Contracts for Materials, Supplies, Articles and Equipment Exceeding \$15,000	May 2014
52.222-26	Equal Opportunity	September 2016
52.222-35	Equal Opportunity for Veterans	July 2014
52.222-36	Equal Opportunity for Workers With Disabilities	July 2014
52.223-2	Affirmative Procurement of Biobased Products Under Services and Construction Contracts	September 2013
52.223-6	Drug Free Work Place	May 2001



52.227-1	Authorization and Consent	December 2007
52.228-5	Insurance – Work on a Government Installation	January 1997
52.229-3	Federal, State and Local Taxes	February 2013
52.232-7	Payments Under Time-and-Materials and Labor-Hour Contracts	August 2012
52.232-18	Availability of Funds	April 1984
52.232-23	Assignment of Claims	May 2014
52.236-3	Site Investigation and Conditions Affecting the Work	July 1995
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



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General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 3/31/2020)

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

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

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$105,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) **greater than \$2,000 but not more than \$150,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$150,000 – use Sections I and II.**

Section I - Clauses for All Non-Construction Contracts greater than \$150,000

1. Definitions

The following definitions are applicable to this contract:

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

2. Changes

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

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

3. Termination for Convenience and Default

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

4. Examination and Retention of Contractor's Records

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



(b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.

(c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:

- (i) appeals under the clause titled Disputes;
- (ii) litigation or settlement of claims arising from the performance of this contract; or,
- (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

5. Rights in Data (Ownership and Proprietary Interest)

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

6. Energy Efficiency

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

7. Disputes

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

8. Contract Termination; Debarment

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

9. Assignment of Contract

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

10. Certificate and Release

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

11. Organizational Conflicts of Interest

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

12. Inspection and Acceptance

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



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

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

13. Interest of Members of Congress

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

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

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

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

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



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



16. Equal Employment Opportunity

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

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

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

17. Dissemination or Disclosure of Information

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

18. Contractor's Status

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

19. Other Contractors

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

20. Liens

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

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

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



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

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

22. Procurement of Recovered Materials

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



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 Request for Proposal for work or contracts by Housing Opportunity Management Enterprises (HOME), the vendor and sub-vendors. All required forms and the Section 3 Clause are already included along with instructions to all vendors bidding work.

All vendors requiring any sub-vendors **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 vendor 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 Vendors

HOME's Section 3 policy requires that when the **Section 3 regulation is triggered by a need for new hires (whether individual employees, vendors or sub-vendors)**, every effort within the vendor'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 vendor and they are unable to offer employment or contracting. The vendor 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 HOME owned or managed property
3. Other HUD funded beneficiaries including Section 8 Voucher holders
4. Other low-income people in the HOME 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

Vendors 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 HOME.



1. Vendor must develop a solid professional curriculum and it must be pre-approved by HOME.
2. Vendor may identify a person or persons that are qualified to provide the training within their staff.
3. Vendors can partner with other groups that provide the desired training and pay them directly for the service.
4. The vendor 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 Vendors must meet Section 3 compliance by:

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

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

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, REQUEST FOR PROPOSAL', 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 vendors 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 vendor agrees to send to each labor organization or representative of workers with which the vendor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the vendor'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 vendor 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 sub vendor is in violation of the regulations in 24 CFR Part 135. The vendor will not subcontract with any sub vendor where the vendor has notice or knowledge that the sub vendor has been found in violation of the regulations in 24 CFR Part 135.

(e) The vendor will certify that any vacant employment positions, including training positions, that are filled (1) after the vendor 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 vendor'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/Request for Proposal Name or Number: _____

All firms and individuals intending to do business with RECIPIENT and vendors MUST complete and submit this Action Plan and submit it with the bid, offer, or proposal. Any Request for Proposal 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

IMPORTANT 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

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 Vendor is electing this option, the 30% employment requirement will be for the entire project including all the sub-vendors 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
[] HOME communities and HOME website
[] Upper Rio Grande Workforce Solutions

IF VENDOR 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.



PRIOR COMPLIANCE CERTIFICATION

I am certifying that I have complied with the HUD Section 3 Regulations in my past contracts **when required** by the recipient, vendor 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 vendors 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 vendor or sub vendor, 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:

Form with fields for 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:

Form with fields for Copy of lease, Copy of recipient of public assistance, Copy of Evidence of Participation In a public assistance program, other evidence:

Large box containing questions about education (Graduated High School or GED, Attended College, Trade, or Technical School) and a list of skills/trades with checkboxes (Drywall Hanging, HVAC, Siding, Stucco, etc.).



- Data Entry Receptionist Sales Telephone Customer Service
- Administrative Teaching/Training Personal Care Aid Landscaping
- CDL License Roofing Concrete/Asphalt Work Heavy Equipment Operator
- Fencing Metal/Steel Work Welding 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 HOME (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 2022 Income Limit Area	Median Family Income Click for More Detail	FY 2022 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
El Paso, TX HUD Metro FMR Area	\$59,500	Very Low (50%) Income Limits (\$) Click for More Detail	23,850	27,250	30,650	34,050	36,800	39,500	42,250	44,950
		Extremely Low Income Limits (\$)* Click for More Detail	14,350	18,310	23,030	27,750	32,470	37,190	41,910	44,950*
		Low (80%) Income Limits (\$) Click for More Detail	38,150	43,600	49,050	54,450	58,850	63,200	67,550	71,900



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 Vendor agrees to send to each labor organization or representative of workers with which the vendor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the vendor'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 Vendor 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 sub vendor is in violation of the regulations in 24 CFR Part 135. The Vendor will not subcontract with any sub vendor where the Vendor has notice or knowledge that the sub vendor has been found in violation of the regulations in 24 CFR Part 135.
- E. The Vendor will certify that any vacant employment positions, including training positions, that are filled (1) after the vendor 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 vendor'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:

Vendor and sub vendor 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 Vendor, or sub vendor (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 Vendors and sub vendors subject to the procurement standards of 24 CFR 85.36 (see 24 CFR 85.36 (b)(8)). This regulation requires consideration of, among other factors, the potential Vendor'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 D

Attachments :

**Form of Non-Collusive Affidavit Prime Offeror
Certification of Equal Employment
Agreement Federal Labor Standards Certification
Statement of Offeror's Qualifications
Certification Regarding Debarment and Suspension
Disclosure of Lobbying Activities**



**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 Opportunity Management Enterprises 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 sub vendors 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



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 Proposals: (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)



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

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

8. General character of work performed by your company.

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

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

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

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



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

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

15. 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)?

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

17. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Housing Opportunity Management Enterprises ?

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.)



- 18. Do you provide safety training for your employees? _____ Please attach details.
- 19. The undersigned hereby authorized and request any person, firm or corporation to furnish any information requested by Affordable Housing Acquisition an
- 20. Affiliate of The Housing Opportunity Management Enterprises in verification of the recitals comprising this Statement of Offeror's Qualifications.

Date _____ this _____ day of _____, 20____.

(Name of Offeror)

By: _____

Title: _____

State of _____)

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.

Instructions for Certification (A)

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

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

into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

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



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

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

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

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification

Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all Request for Proposals for lower tier covered transactions.

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

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

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



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 tier 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



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

This disclosure form shall be completed by the reporting entity, whether sub-awardee 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 follow up 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 sub award recipient. Identify the tier of the sub awardee, e.g., the first sub awardee of the prime is the 1st tier. Sub awards include but are not limited to subcontracts, sub grants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub awardee," 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 number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "REQUEST FOR PROPOSAL-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 E

REQUIRED CERTIFICATIONS



Certifications and Representations of Offerors

U.S. Department of Housing and Urban Development

OMB Approval No: 2577-0180 (Gxp. 7130/96)

Office of Public and Indian Housing

Non-Construction Contract

Public reporting burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspects of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Paperwork Reduction Project (2577-0180), Office of Information Technology, U.S. Department of Housing and Urban Development, Washington, D.C@ 20410-3600@

Do not send this form to the above address.

1. Contingent Fee Representation and Agreement

definition, minority group members are:

(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:

(Check the block applicable to you)

(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 12.1.

(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 1 1625, 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 per cent 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



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 Request for Proposal) or contract award (in the case of a negotiated Request for Proposal) 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

<input type="checkbox"/> Black Americans	<input type="checkbox"/> Asian Pacific Americans
<input type="checkbox"/> Hispanic Americans	<input type="checkbox"/> Asian Indian Americans
<input type="checkbox"/> Native Americans	<input type="checkbox"/> Hasidic Jewish Americans

- 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 Vendor 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 vendor's organizational, financial, contractual



or other interest are such that:

- (i) Award of the contract may result in an unfair competitive advantage;
 - (ii) The Vendor's objectivity in performing the contract work may be impaired; or
 - (iii) That the Vendor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.
- (b) The Vendor 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 Vendor 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 Vendor 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 Vendor shall require a disclosure or representation from subvendors 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 (REQUEST FOR PROPOSALS 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 any possible performance of this procurement, as described in the clause in this Request for Proposal 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 F

INSTRUCTIONS TO OFFERORS



*Instructions to Offerors Non-
Construction*

**U.S. Department of Housing
and Urban Development**

Office of Public and Indian
Housing- 03291 -

1. Preparation of Offers

- (a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.
- (b) Each offeror shall furnish the information required by the Request for Proposal. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.
- (c) Offers for services other than those specified will not be considered.

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

2. Submission of Offers

- (a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the Request for Proposal, and (2) showing the time specified for receipt, the Request for Proposal number, and the name and address of the offeror.
- (b) Telegraphic offers will not be considered unless authorized by the Request for Proposal; however, offers may be modified by written or telegraphic notice.
- (c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the Request for Proposal.

3. Amendments to Request for Proposals

- (a) If this Request for Proposal is amended, then all terms and conditions which are not modified remain unchanged.
- (b) Offerors shall acknowledge receipt of any amendments to this Request for Proposal by
 - (1) Signing and returning the amendment;
 - (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
 - (3) letter or telegram, or
 - (4) facsimile, if facsimile offers are authorized in the Request for Proposal. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Vendor

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



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

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

6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

excludes weekends and U.S. Federal holidays; or

(4) Is the only offer received.

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

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

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

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

Form HUD-5369-B (8/9)

ref. Handbook 7460



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

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

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

7. Contract Award

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

(b) The HA may

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

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

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

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

8. Service of Protest

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

9. Offer Submission

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

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



PART IV – REPRESENTATIONS AND

INSTRUCTIONS SECTION G

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

G-1 REQUEST FOR PROPOSAL PROVISIONS INCORPORATED BY REFERENCE

<u>FAR 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 proposals must be mailed or delivered to:
Affordable Housing Acquisition an Affiliate of The Housing Opportunity Management
Enterprises 304 Texas Ave. Suite 1600 El Paso, Texas 79901.

NOTE: It is the vendor's sole responsibility to see that his/her proposal 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 proposal documents or requires any additional information to prepare his/her proposal 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 Request for Proposal.

G-4 Proposals 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 proposals or modifications will be considered.

G-6 The completed proposal 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 proposal 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 proposal 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 Opportunity Management Enterprises.

G-11 Expenses for proposal development are entirely the responsibility of the offeror and will not be chargeable in any manner to Affordable Housing Acquisition an Affiliate of the Housing Opportunity Management Enterprises.

G-12 Affordable Housing Acquisition an Affiliate of The Housing Opportunity Management Enterprises reserves the right to accept or reject any proposal, or any part of a proposal. Any resulting order will be awarded to that responsive, responsible offeror, whose proposal is most advantageous to the Housing Opportunity Management Enterprises, all other factors considered.



G-13 Offeror must submit proof of all insurance coverages and be prepared to provide additional proof of same should the Affordable Housing Acquisition an Affiliate of The Housing Opportunity Management Enterprises so request.

G-14 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 Affordable Housing Acquisition an Affiliate of the Housing Opportunity Management Enterprises.

G-15 AWARD

Affordable Housing Acquisition an Affiliate of The Housing Opportunity Management Enterprises, at its discretion, may award multiple contracts for this requirement.

G-16 INCURRING COSTS

- (a) Costs shall not be incurred by receipts of the Request for Proposal document in the anticipation of receiving direct reimbursement from the Affordable Housing Acquisition an Affiliate of The Housing Opportunity Management Enterprises without the written authorization of the proper authority.

Affordable Housing Acquisition an Affiliate of The Housing Opportunity Management Enterprises assumes no liability for and shall not be obligated to the Vendor for payment for the Vendor's costs incurred prior to award.

G-17 (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 G

EVALUATION FACTORS FOR AWARD



CONTRACT AWARD

Only written proposals will be considered. HOME 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 Request for Proposal is not to be considered a contract of any kind.

It is mandatory that interested Vendor/Vendors do a inspect and review scope of work required for this REQUEST FOR PROPOSAL.

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 Affordable Housing Acquisition an Affiliate of The Housing Opportunity Management Enterprises. 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 HOME Board of Commissioners, a contract will be awarded. HOME 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 24 CFR Part 85, Administrative Requirements (Federal Procurement, Competitive Negotiation Standards) and with all required approvals, HOME will prepare a final contract document for execution and approval by the Contracting Officer and the contracting party.

No contract will be awarded for proposals 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 REQUEST FOR PROPOSAL. HOME 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. HOME reserves the right to assign other service providers to such matters as it deems necessary.



AFFIRMATIVE ACTION

HOME is an equal opportunity employer and requires all of its vendors 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, HOME requests information regarding the ethnicity of each partner, shareholder, and personnel employed by the company.



TECHNICAL EVALUATION

WORK SHEET

Name: _____

Reviewer: _____

Date: _____

INSTRUCTIONS: Evaluation of technical proposals will be based upon an analysis of the Offeror's proposal in relation to the criteria contained in the request for proposal. This evaluation sheet is keyed to those criteria. Reviewers should record their evaluation of each proposal in terms of its strengths and weaknesses, the degree to which the proposal 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 RFP. 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 proposal. Comments may be used to formulate Affordable Housing Acquisition an Affiliate of The Housing Opportunity Management Enterprises position if continued negotiations are required).

Acceptable: _____

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

Potentially Acceptable: _____

("This means that the technical part of the proposal 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 proposal must become either acceptable or unacceptable")

Unacceptable: _____

("This means that the proposal 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 proposal. Technically unacceptable proposals should never be included in a competitive range")



EVALUATION CRITERIA FACTORS FOR AWARD IT 23-R-0002

Any award to be made pursuant to this RFP will be based upon the proposal that would provide the best value to HOME, with appropriate consideration given to operational, technical, cost, and management requirements. Evaluation of offers will be based upon the Vendor's responsiveness to the RFP and the total price quoted for all items covered by the RFP.

The following elements will be the primary considerations in evaluating all submitted proposals and in the selection of Vendors:

- Experience
Company must have a documented minimum of 10 years of experience in managing contracts designing and implementing of similar solutions.

15%

- Completeness
Proposal must contain all items outlined under the Proposal submission section VII in this RFP document.

10%

- Quality of proposed staff
Resumes of staff must reflect the technical capability to accomplish tasks outlined in the scope of service section of RFP.

10%

- Technical Approach
Vendor's proposal must cover all items described in Scope of service section in a comprehensive and detailed manner.

25%

- Cost effectiveness
Vendor's cost proposal must include labor, timeline, and materials such as software or hardware necessary to implement solution being offered.

35%

- References
Minimum of three (3) references in the last five (5) years on projects with similar scope.

5%



HOME may, at its discretion and without explanation to the prospective Vendors, at any time choose to discontinue this RFP without obligation to such prospective Vendors.

Signature _____

Date _____



SECTION H

TRAVEL REIMBURSEMENT GUIDELINES



Effective July 1, 2014, Affordable Housing Acquisition an Affiliate of The Housing Opportunity Management Enterprises (HOME) implemented the following guidelines applicable to all vendor business travel.

HOME 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 HOME expectations for Vendor travel and meal expenses. Proper documentation must be submitted with the Vendor invoice before HOME 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 HOME management approval is required prior to reimbursement, Vendor must submit a memo detailing management's approval or the signature of the appropriate HOME management representative on the detailed receipt. HOME 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. HOME allows non-stop service to be considered as lowest logical airfare. HOME 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 HOME 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**. HOME management must pre-authorize any scheduled group events and such events must be limited to specific milestone or project recognition events. HOME will not reimburse Vendor for entertaining HOME employees without prior HOME management approval.

Sincerely,

Satish Bhaskar

HOME Chief Financial Officer

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

Name and title: _____ date: _____



SECTION I

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 HOME and services required for this Request for Proposal:

Name:	
Title:	
Telephone Number:	
Fax:	
Email:	

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

Name:	
Title:	
Telephone Number:	
Fax:	
Email:	



ATTACHMENT A

Fee Schedule



HOME's Advanced Communication System
Cost Proposal
RFP # IT 23-R-0002

Name of Proposer: _____

Description	Unit Cost	Amount of Units/People	Extended Cost
Engagement Manager _____	\$ -		\$ -

A. IMPLEMENTATION AND SERVICES COST

- 1. Project Implementation _____
- 2. Total Annual Service Fees (if applicable) _____
- 3. Equipment Cost (if applicable) _____
- 4. Other Costs Associated with Project _____

Unit Cost	Amount of Units/People	Extended Cost
		\$ -

Total Project Cost