



**The Housing Opportunity Management Enterprise  
(HOME)**

**Requests for Proposal (RFP) Construction & Design  
Management Services**

**OPS 24-R-0006**

<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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**HOME**  
Housing Opportunity  
Management Enterprises

RFP: OPS 24-R-0006

Request for Proposals  
Construction & Design Management Services

## REQUEST FOR PROPOSAL (RFP)

The Housing Authority of the City of El Paso (HACEP) dba  
Housing Opportunity Management Enterprises (HOME)

is requesting proposal for:

### **Construction & Design Management Services OPS 24-R-0006**

Request for proposal will be available online at 10:00 A.M. Mountain Daylight Time (MDT) beginning **April 28, 2024**, to view the solicitation. Refer to Request for Proposal No. OPS 24-R-0006. This solicitation is only available electronically in the Housing Agency Marketplace. To view the solicitation, please visit [Housing Agency Marketplace \(internationaleprocurement.com\)](https://www.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 May 8, 2024, at 10:30 A.M. MDT via teleconference. Please post any questions regarding the RFP in the Housing Agency Marketplace.** If you would like to join in the pre-proposal meeting at <https://www.microsoft.com/en-us/microsoft-teams/join-a-meeting?rtc=1meeting> ID: 273 107 469 138 Passcode: 4MufXd or call [+1 915-224-2106](tel:+19152242106), [435503520#](tel:+19152242106) use Access code: 435 503 520#

**The closing date and time for receipt of proposals is May 24<sup>th</sup>, 2024, at 4:00 P.M. MDT.** All proposals must be submitted via the Housing Agency Marketplace at <https://ha.internationaleprocurement.com/>

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

Juan Pulido, Procurement Manager

#### Advertisement

El Paso Times:	Sunday:	April 28, 2024
	Sunday:	May 5, 2024

# Request for Proposal (RFP)

## Construction and Design Management Services

### Owner's Note:

Housing Opportunity Management Enterprises (HOME) is one of the largest affordable housing agencies in the USA, providing quality affordable housing for about 40,000 residents including some of the higher poverty neighborhoods in the country. HOME utilizes a variety of assistance programs including public housing and Section 8 from the US Department of Housing and Urban Development (HUD), Texas Low Income Housing Tax Credits, and mixed-finance programs. HOME's goal is to make a real difference to the El Paso community with the creation of environmentally sustainable affordable homes which offer a high quality of life for residents. We intend to aim high with bold, innovative, and exciting housing designs.

### **REQUEST FOR PROPOSAL**

This Request for Proposal is for a qualified construction management firm ("CM") to provide comprehensive construction management, design project management and support services as HOME's owner's representative for the Projects.

Initial contract, if awarded as a result of this solicitation, will be for twelve months (12 months), if approved by the Board of Commissioners (BOC), with the option to extend four (4) twelve month periods, if service is satisfactory and both parties agree in writing, and subsequent BOC approval.

### **PROJECT OVERVIEW**

The estimated hard cost construction budget for each project ranges from \$500,000 to \$24,000,000. Construction type will include rehabilitation and new construction.

### **Patriot Place 2A-(Construction expected to commence May 2024)-Design Bid Build-12 Month Duration**

The project consists of the construction of 40 apartment units on a 4.25-acre property located at 9500 Kenworthy St. in Northeast El Paso. Five percent (5%) of the units are handicap accessible and two percent (2%) are audio-visual impaired compliant. Site shall be compliant with applicable TDHCA ADA requirements. The Work of the Project is defined by the Contract Documents and consists of the following:

#### **Site:**

Grading and drainage including asphalt driveways and parking lots with striping, concrete curb and gutters, sidewalks, dumpsters enclosures, landscaping and irrigation, site furnishing, fencing, playground, site power distribution and lighting, water and sewer services, and fire lines.

#### **Buildings:**

Buildings are post tension slab on grade turned down footings with wood stud structure and pre-fabricated floor and roof trusses.

Exterior includes shingle roofing, cement lap siding, cement stucco, manufactured rock veneer and exterior metal stairs.

Interiors include gypsum board painted with orange peel texture, LVT and ceramic tile flooring, Casework, toilet and bath accessories, window treatments, doors and frames.

### **Patriot 2B-(Construction expected to commence July 2024)-Design Bid Build-14 Month Duration**

The project consists of the construction of 64 apartment units on a 4.25-acre property located at 9500 Kenworthy St. in Northeast El Paso. Five percent (5%) of the units are handicap accessible and two percent (2%) are audio-visual impaired compliant. Site shall be compliant with applicable TDHCA ADA requirements.

The Work of the Project is defined by the Contract Documents and consists of the following:

#### **Site:**

Grading and drainage including asphalt driveways and parking lots with striping, concrete curb and gutters, sidewalks, dumpsters enclosures, landscaping and irrigation, site furnishing, fencing, playground, site power distribution and lighting, water and sewer services, and fire lines.

#### **Buildings:**

Buildings are post tension slab on grade turned down footings with wood stud structure and pre-fabricated floor and roof trusses.

Exterior includes shingle roofing, cement lap siding, cement stucco, manufactured rock veneer and exterior metal stairs.

Interiors include gypsum board painted with orange peel texture, LVT and ceramic tile flooring, Casework, toilet and bath accessories, window treatments, doors and frames

### **Chai Manor-(Construction expected to commence 2025)-Design Build**

40-Unit Apartment Complex is planned to be Elderly set-aside Housing with the following:

#### **General Scope of Work:**

The scope of work of the project includes one two-story building with 40 units, community center, lobby, mechanical room, electrical room, elevator, and community patio. The building will be TAS / ADA compliant including five percent (5%) of units to be accessible and two percent (2%) audio-visual impaired on site. Interior work consists of all interior finishes for walls, ceilings, and floors. fire rating tenant separation or smoke barrier in attic up to the deck as required per IBC codes and sound attenuation assemblies as per plans and specifications. New kitchen cabinets, countertops, and kitchen appliances.

Mechanical work will include new HVAC systems with associated ductwork. plumbing work will include new PEX systems (or similar following substitution procedures) and plumbing fixtures including closets and mechanical closets. Electrical work will include new wiring for power and fixtures. Exterior work will include roofing, energy star windows, exterior doors, and hardware.

Site work will encompass site preparation, drainage structures, landscaping and irrigation, open spaces, site utilities, parking areas with new asphalt, and overlay other areas as shown on plans and specifications. Provide site lighting, building signage, and site amenities.

### **SCOPE OF SERVICES**

Construction Project Manager (CPM) provides direct management of all construction activities as owner's representative. HOME staff manage all A/E work and interfaced with the CPM staff during the design and entitlement stages, where the CPM provided general advice on constructability, scheduling, and other construction issues when the construction contractor had not yet been engaged. During construction, the CPM continues to oversee the Construction Administration (CA) services of the Architect/Engineer team to ensure timely responses on contractor

Requests for Information (RFIs) and submittal approvals. CPM will report to HOME's Assistant Director of Construction.

**The CPM provides services including but not be limited to:**

**Pre-Construction and Bidding Phase:**

- Consult with HOME and the Design Project Manager regarding the project program, budget, timetable and advisability of various bidding options and timing of construction.
- Review construction documents and offer recommendations on construction and logistics prior to establishing bid date.
- Develop construction-phasing schedule to be included in contract documents.
- Develop and review with HOME and the Design Project Manager a scheduling system of project milestones, detailing scheduling of contractors, and documentations to ensure its timely delivery within budget, schedule and with minimum changes.
- Assist the Design Project Manager with local labor market conditions and construction materials as they affect design choices and construction costs.
- Undertake value engineering studies of alternative systems, manufacturers and vendors of long lead items to obtain the most economic benefit from a cost standpoint while maintaining HOME's functional and program requirements.
- Assist the Design Project Manager in developing a multiple prime bid strategy. Review the bid packages as prepared by the architect for each trade including scope definition, terms and conditions, insurance and bonding requirements. Attend pre-bid conferences, solicit local bidder interest for projects and maximize competition to achieve the best bidding results for HOME.
- Assist the project team in evaluation of priority scopes of work selected by HOME and advise on unit cost values, escalation based on market trends, appropriate contingencies, and all associated incidental expenses for a conservative plan.
- Assist the project team in the pre-referendum planning and promotional phases of the project through recommendation of communication strategies, facilitation of community surveys,
- Preparation of informational materials, and co-presentation of the proposed project schedule and budget at public forums.
- Provide cost estimates of the work at the end of each iteration of design to align budget, schedule, and scope throughout project development, Schematic Design, Design Development, and Construction Documents.
- Coordinating or assisting the contractor in coordination with utility providers.

**Construction Phase and Closeout:**

- Provide CPM (s) to oversee and coordinate contractors, to expedite their work and maintain quality control and conformance to the contract documents.
- The CPM(s) shall have a minimum of five (5) years' experience in performing Construction Management Services. The CPM(s) shall also have a minimum of three (3) years' experience in Construction Management working with Multifamily rehabilitation and Multifamily New Construction.
- The construction inspection services shall be thorough, examining all construction work for conformance to the design plans and specifications, performed on a daily basis for all trades and for each construction project.
- Monitor all construction work and upon discovering any construction work deviating from the design plans and specifications will immediately direct the Contractor to stop all non-conforming work. The non-conforming work will be documented and reported to the Contractor, Design Firm and HOME. The Construction CM will invoke the services of the Design Firm to determine the appropriate plan of action the Contractor will need to take to correct its non-conforming work. Depending on the situation of discovered non-conforming work, and in absence of the Design Firm and or Owner, the CM, in accordance with contract documents, shall identify and direct the appropriate plan of action the Contractor will need to take to correct the non-conforming work. The CM will re-inspect, document and report to the Design Firm and HOME that the Contractor performed the corrective measures and that the construction work is in accordance with the design plans and specifications.

- The CPM(s) shall review and fully comprehend the scope of work outlined in the contract bid documents, drawings and specifications.
- The CPM shall prepare and maintain a current master record copy of drawings showing all changes to the contract drawings.
- The CM will provide personnel and expertise required for the administration of contracts, tracking and negotiation of change orders and resolution of disputes and delays. Provide cost estimating review of Contractor Change Orders.
- Acting as owners representative for the HOME, the CM will monitor the construction work in progress, coordinate activities, schedules and work of multiple contractors at multiple sites, operate monthly requisition and payment processes and maintain accounts, handle inquiries, keep records, report on schedule progress and estimate completion costs and completion dates, prepare punch lists, administer completion and hand over process, and administer As-Builts, warranties, guarantees, etc. for acceptance.
- Assist in coordination of activities of the utility companies and regulatory agencies.
- Oversee the testing services and other services retained for the project.
- Assist HOME in expediting the submission of all submittals and shop drawings to be reviewed by the Design Project Manager for conformance with the contract documents; maintain accurate records of accepted shop drawings and submittals. The Construction Manager shall also review all submittals and shop drawings for compliance, and in cooperation with HOME's A/E Firm, make recommendations for substitutions of an equal product which will save HOME money and or reduce time for long lead items. The CPM and Inspectors shall review and fully comprehend the installation requirements prescribed in the approved shop drawings. When performing inspections, the CM Firm shall have the approved shop drawings at hand for reference towards determining if the installation and or if the delivered materials and equipment meet the requirements outlined in the Design Firm's approved shop drawings.
- Coordinate all utility interruptions with Property Management.
- Solicit, review and approve contractor construction schedules.
- Develop and maintain a master construction schedule inclusive of milestones and a critical path.
- Monitor construction schedules and initiate corrective actions with contractors to remain on schedule.
- Perform daily on-site inspections and supervision of all work in process including second shift, holiday and weekend work. (During Construction Phase)
- Ensure that contractors follow all Laws, Statutes, Codes and Regulations during construction and maintain required exit pathways.
- Act as liaison between contractors and HOME and their designated representatives.
- Review of contractor safety procedures on an on-going basis.
- Review of contractor quality control management plan on an on-going basis.
- Review and validate any time and materials work, if and when applicable.
- Review contractor change requests and proposals and make recommendations to HOME.
- Provide Construction Cost Accounting to Owner and Design Firm.
- Log and monitor all requests for information (RFIs).
- Maintain a daily log of activities on the jobsite including contractor participation and interactions with regulatory representatives.
- Review contractor payment applications with progress verification.
- Log and maintain all project samples on site.
- Coordinate and monitor all required site and material testing during construction.
- Notify Design Firm in advance of required construction and testing observations to be witnessed by Design Firm.
- Attend contractor site meetings, prepare and distribute meeting minutes.
- Attend bi-weekly progress meetings and distribute meeting minutes.
- Prepare and present progress reports to HOME in a format agreed to by both parties.
- Maintain documentation and photographs of project progress.
- Monitor the progress of all project record drawings and initiate corrective actions with contractors to keep record drawings current. Provide PDF and Hard copy of As Built drawing to A/E and Owner, signed by CM and Contractor.
- Maintain a file of all project documentation to be given to Owner at project completion.
- Coordinate building occupancies and construction phasing to comply with the needs of HOME.

- Continue progress evaluation, determine effects on project schedule and take appropriate action to adjust the work as required to maintain the accepted schedule.
- Maintain a daily log of significant events, visitors and occurrences at the job site; maintain record drawings, photographs, etc.
- Review requests for payments from contractors and suppliers against previously established milestones and schedules.
- Assist in establishing and maintaining good relations with the surrounding community and implement reasonable methods to control dust, noise, lighting, odor, etc. as required by the contract specifications.
- Monitor on site conditions to ensure the Contractor maintains site security, a clean and safe construction environment, temporary protection and temporary support systems to prevent injuries, damage to property and loss of life.
- Collect, organize, review and approve for delivery to all operating manuals, equipment lists and maintenance manuals required by the contract documents.
- Coordinate punch list inspections and execution of punch list items.
- The CM shall ensure that the punch list inspection(s) and final inspection(s) are conducted with all parties, Construction Inspector, Design Firm and Contractor being present.
- The CM shall ensure that all punch list items are completed in a timely manner.
- The CM will be required to review and fully understand the Design Firm's commissioning requirements, Contractors' commissioning schedules, and to witness and sign-off on the contractors successful commissioning tests results.
- Assist Property Management personnel in assuming operation of all systems, including scheduling of instructional (training) sessions by the contractor as required in contract documents.
- The Construction Manager shall not replace any project team representative without HOME's prior knowledge and consent.
- The CM shall attend Board meetings as reasonably necessary and make formal presentations to the Board of Commissioners and various other stakeholder groups deemed important to HOME.

### **Design Project Management Services**

**CM will provide design project management services to support existing renovation and new construction projects in construction including but not limited to:**

- **Project Planning.** At the outset, the project manager collaborates with HOME, management, and architects to define project goals, objectives, and scope. This involves creating a project plan that outlines timelines, milestones, budget, and resources required for the project.
- **Team Management.** The project manager assembles and leads a team of architects, designers, engineers, and other professionals involved in the project. They assign tasks, coordinate activities, and ensure effective communication among team members to keep the project on track.
- **Budget and Resource management.** The project manager monitors expenses, tracks costs, and ensures that the design project stays within budgetary constraints. They also allocate resources efficiently, including additional allowances budget.
- **Risk Management.** Identifying and mitigating risks. The project manager will assess potential risks such as budget overruns, schedule delays, or design flaws, and develop strategies to address them proactively.
- **Quality Control.** Ensuring HOME's high-quality design and construction standards is essential. The project manager establishes quality control measures and monitors progress to ensure that work meets specified standards and regulatory requirements.
- **Communication.** The project manager as the primary point of contact, providing regular updates, addressing concerns, and managing expectations throughout the project lifecycle.
- **Permitting and Regulatory Compliance.** Follow-up with the architects in the process of obtaining the necessary permits and ensuring compliance with building codes, zoning regulations, and other legal requirements are part of the project manager's responsibilities. Work closely with regulatory authorities to navigate the permitting process and ensure that the project meets all relevant standards.
- **Scheduling and Timeline Management.** The project manager develops and maintains a detailed project schedule, identifying critical path activities and monitoring progress to ensure that milestones are met, and deadlines are achieved.

- Coordination with consultants and contractors. The project manager facilitates coordination among these parties, ensuring that everyone is aligned with the project goals and objectives.
- Documentation and Reporting. Maintaining accurate project documentation for tracking progress, resolving disputes, and ensuring accountability. The project manager is responsible for maintaining records, generating reports, and documenting key decisions and changes throughout the project lifecycle.

### **Additional Support Services**

The agency reserves the right to request additional services, beyond the normal scope of work for construction/design management in this RFP, may be, as long as said services support the agency's needs.

### **SUBMISSION REQUIREMENTS (Must NOT Exceed 10 Pages)**

#### **Firm Information**

- Name, principal address and website of the company
- Number of years in business
- Number of employees and number of employees engaged in work similar to that required for this solicitation
- Firm contact name, address, telephone number, and email address
- General description of company services and services relevant to this procurement

#### **Team information**

- Names, resumes, and proposed role of all proposed staff

#### **Relevant Experience**

- Project Experience (at least three and preferably five projects within the last five years of similar size, complexity, construction type, and scope:
  - Project name and location
  - Brief description, including number of units, gross square footage, number of phases or simultaneous projects (if part of a larger program), complexity, scope, and construction type. Indicate if the project was renovation or new construction.
  - Project duration
  - Firm role, highlighting services similar to those requested in this RFP that were provided and not provided
  - Construction cost, total and on a unit basis (both per housing unit and square foot)
  - Project reference, ideally for a relationship similar to the one proposed in this RFP (name, title, relationship to project, verified current email address and telephone number)

#### **Staffing Organization and Qualifications**

- Proposed organizational structure of the CM and DPM team
- Project Experience with projects of similar type and complexity
- Educational qualifications, including degrees and professional development
- Certifications or licenses

#### **Fee Proposal (Include a Table that follows attached Fee Schedule)**

- Monthly cost for each type of position
- The total monthly cost for all positions, the calendar year cost for all positions, and the total contract cost for all positions
- Additional reimbursable costs, if any
- Total anticipated cost for each month of the program
- Hourly rates for Optional Support Services, if applicable, for any work that will not be completed by dedicated staff



FEE Schedule

<b>Position</b>	<b>Cost per Hour</b>	<b>Cost per Month</b>	<b>Cost per Year</b>
<b>Construction Project Manager</b>			
<b>Construction Support Specialist</b>			
<b>Program Manager</b>			
<b>Vice President</b>			
<b>Reimbursables</b>	na		
<b>Construction Management Software</b>			
<b>Optional Support Services</b>			

**SELECTION CRITERIA**

HOME is accepting proposals from qualified firms with experience managing multiple projects under the umbrella of a larger program. Firms responding to this RFP must include in their proposal package the following items and any other relevant material that addresses the section criteria outlined below:

Once all proposals are received in compliance with the submission date, the evaluation panel will review and evaluate each proposal. The proposals will be evaluated and ranked based upon the criteria outlined below. Once firms have been ranked and evaluated, HOME will use the contract negotiation process to obtain the most highly qualified firm at a fair and reasonable price. Award will not necessarily be made to the lowest priced offeror.

*Qualification Criteria:*

- A) Firm and proposed personnel experience with projects of similar size, complexity, construction type, and scope
- B) Capacity and availability to begin work upon contract award and to staff the program appropriately through its life cycle
- C) Evaluation of a minimum of three relevant references, five references strongly preferred
- D) Demonstrated experience with quality assurance, job site safety monitoring, and effective team communication
- E) Appropriate staffing based on a demonstrated understanding of the project and
- F) Competitive fee

*Selection Criteria Scoring*

<b>Qualifications</b>	<b>Total 50 points</b>
Firm Experience with similar projects and scope of work	20 points
Staff qualifications and experience	10 points
Proposed staffing levels and organization are appropriate for the project	10 points
Firm capacity to support the projects through the program lifecycle	5 points
References	5 points
<b>Cost</b>	<b>Total 50 points</b>
Unit cost (per proposed staff position)	20 points
Proposed cost for optional support services	10 points
Overall cost	20 points

# 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 (excl. 11/30/2023)

Public Reporting Burden for this collection of information is estimated to average one hour 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. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

**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 \$250,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 905.100) **greater than \$2,000 but not more than \$250,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$250,000 — use Sections I and II.**

### Section I - Clauses for All Non-Construction Contracts greater than \$250,000

#### 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

proposal submitted before final payment of the contract.

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

#### 3. Termination for Convenience and Default

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

#### 4. Examination and Retention of Contractor's Records

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

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

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

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

#### 6. Energy Efficiency

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

#### 7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section 111, 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
  - ( ) The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

#### 12. Inspection and Acceptance

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

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

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

### 13. Interest of Members of Congress

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

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

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

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

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(v) 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.
- (i) 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/Seller agrees as follows:

(a) The [contractor/seller] will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. The

[contractor/seller] will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b) The [contractor/seller] will, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, disability, or national origin.

(c) The [contractor/seller] will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the [contractor/seller]'s legal duty to furnish information.

(d) The [contractor/seller] will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the [contractor/seller]'s commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The [contractor/seller] will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The [contractor/seller] will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The [contractor/seller] will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub[contractor/seller] or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such litigation to protect the interests of the United States.

## 17. Equal Opportunity for Workers with Disabilities

1. The [contractor/seller] will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The [contractor/seller] agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices, including the following:

- i. Recruitment, advertising, and job application procedures;
- ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- iii. Rates of pay or any other form of compensation and changes in compensation;
- iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- v. Leaves of absence, sick leave, or any other leave;
- vi. Fringe benefits available by virtue of employment, whether or not administered by the [contractor/seller];
- vii. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- viii. Activities sponsored by the [contractor/seller] including social or recreational programs; and
- ix. Any other term, condition, or privilege of employment.

2. The [contractor/seller] agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

3. In the event of the [contractor/seller] noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

4. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the [contractor/seller]'s obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities.

The [contractor/seller] must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Brail or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the [contractor/seller], a [contractor/seller] will satisfy its posting obligations by posting such notices in an electronic format, provided that the [contractor/seller] provides computers, or access to computers, that can access the electronic posting to such employees, or the [contractor/seller] has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the [contractor/seller] to notify job applicants of their rights if the [contractor/seller] utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

5. The [contractor/seller] will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the [contractor/seller] is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, individuals with physical or mental disabilities.

6. The [contractor/seller] will include the provisions of this clause in every subcontract or purchase order in excess of \$ 10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7. The [contractor/seller] must, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

#### **18. 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.

#### **19. 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.

#### **20. 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.

#### **21. Liens**

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

#### **22. 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 75, 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 75 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 prioritization requirements, and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04)..
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, 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 75. 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 75.
- (e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts
- (f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

#### **23. 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



## Executive Summary Notice

### OPS 24-R-0006

#### Request for Proposal:

1. The purpose of this Executive Notice is to highlight the key requirements of the Request for Proposal.
2. Housing Opportunity Management Enterprises is requesting proposals from qualified consultants to submit their proposal for Construction & Design Management Services. **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 posted on the Housing Agency Marketplace <https://ha.internationaleprocurement.com/>. no later than **May 14, 2024, at 02:00 p.m. MDT** local time.
4. **A PRE-PROPOSAL TELE CONFERENCE WILL BE HELD ON May 8, 2024, AT 10:30 a.m. MDT.** If you would like to join in the pre-proposal meeting, please join the following link: [Join a Microsoft Teams Meeting by ID| Microsoft Teams](#) meeting ID: 273 107 469 138 Passcode: 4MufXd or call (915) 224-2106 and use Access code 435 503 520#
5. Housing Opportunity Management Enterprises is contemplating awarding a contract for Construction & Design Management Services. Vendor/Vendors in response to this solicitation will be evaluated using the Technical Proposal Evaluation Process. Vendors 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 its 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. HOME reserves the right to reject any or all proposals.
8. Proposals will be submitted only and received by **4:00 p.m. MDT on May 24, 2024**, via the Housing Agency Marketplace at <https://ha.internationaleprocurement.com/>.
9. **No fax, email or in-person proposals will be received.**
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: April 27, 2024**

Proposal No.: OPS 24-R-0006

Construction & Design Management Services will be received at the following link:

**Contract Compliance & Procurement Administration**  
via the Housing Agency Marketplace at  
<https://ha.internationaleprocurement.com/>

**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).**

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

By submission of a proposal, the offeror agrees, if its proposal is accepted, to enter 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 for ensuring 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 notification**



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**for Construction & Design Management Services**

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	<i>Certification of Equal Employment Agreement Federal Labor Standards Certification Statement of Offeror’s Qualifications</i>
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*All documents listed must be submitted 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*



REQUEST FOR PROPOSAL OFFER AND  
AWARD

(Must be completed by Offeror)

**Offeror acknowledges receipt of amendment(s)**

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

AWARD (To be completed by Authority)

16. <b>Accepted as to items numbered:</b>	17. <b>Amount:</b>
18. <b>Submit invoices to:</b> Accounting and Finance Department <a href="mailto:accountspayable@ephome.org">accountspayable@ephome.org</a> Attn: Accounts Payable EP HOME 304 Texas Ave. Suite 1600 El Paso, Texas 79901	19. <b>Technical Representative</b> <b>Name:</b> <u>Satish Bhaskar</u> <b>Telephone No.</b> <u>915-849-3730</u>
20. <b>Administered by:</b> Procurement and Contract Compliance Department EP HOME 304 Texas Ave. Suite 1600 El Paso, Texas 79901 (915) 849-3776	21. <b>Payment will be made by:</b> Accounts Payable Department <b>EP HOME</b> 304 Texas Ave. Suite 1600 El Paso, Texas 79901 (915) 849-3742
22. <b>Name of Contracting Officer (Type or Print)</b>  <b><u>Gerald Cichon, Chief Executive Officer</u></b>	23. <b>Signature of Contracting Officer:</b>
<b>Award Date:</b>	<b>IMPORTANT:</b> Award will be made by formation of contract. Award notice will be generated by Housing Agency Marketplace or similar manner.



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

<b>FAR#:</b>	<b>CLAUSE TITLE</b>	<b>DATE</b>
52.202-1	Definitions	November 2013
52.203-3	Gratuities	April 1984
52.203-5	Covenant Against Contingent Fees	May 2014
52.203-7	Anti-Kickback Procedures	May 2014
52.209-6	Protecting the Governments Interest when Sub-contracting with Contractors Debarred, Suspended or Proposed for Debarment	October 2015
52.215-2	Audit and Records – Negotiation	October 2010
52.215-8	Order of Precedence – Uniform Contract Format	October 1997
52.215-14	Integrity of Unit Prices	October 2010
52.217-6	Option for Increased Quantity	March 1989
52.217-9	Option to Extend the Term of the Contract	March 2000
52.222-4	Contract Work Hours and Safety Standards Act – Overtime Compensation	May 2014
52.222-6	Construction Wage Rate Requirements	May 2014
52.222-18	Certification Requiring Knowledge of Child Labor for Listed End Products	February 2001
52.222-20	Contracts for Materials, Supplies, Articles and Equipment Exceeding \$15,000	May 2014
52.222-26	Equal Opportunity	September 2016
52.222-35	Equal Opportunity for Veterans	July 2014
52.222-36	Equal Opportunity for Workers with Disabilities	July 2014
52.223-2	Affirmative Procurement of Biobased Products Under Services and Construction Contracts	September 2013
52.223-6	Drug Free Workplace	May 2001
52.225-1	Buy American-Supplies	May 2014
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	Clauses Incorporated by Reference: This contract incorporates one or more clauses by reference, with the same forced effect as if they were given in full text.	February 1998
Pub. L. No. 117-58	Must comply with (BABA) Build America, Buy America	November 2021



**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**

**Ethics 1295**



**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





DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB 0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See reverse for public burden disclosure.)

Form with sections: 1. Type of Federal Action, 2. Status of Federal Action, 3. Report Type, 4. Name and Address of Reporting Entity, 5. If Reporting Entity in No. 4 is a Sub-awardee, 6. Federal Department/Agency, 7. Federal Program Name/Description, 8. Federal Action Number, 9. Award Amount, 10. Name and Address of Lobbying Registrant, 11. Information requested through this form is authorized by title 31 U.S.C. section 1352. Signature, Print Name, Title, Telephone No., Date.



## 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.



## HOME

### **Additional State Law Forms and Verifications for Contracts with HOME and its Affiliates**

The State of Texas requires certain contracts for goods and services with a political subdivision such as HOME to include certain registrations, forms, or verifications. The following set forth the various state forms and verifications required for the engagement of counsel pursuant to this RFQ.

#### **A. Texas Ethics Commission Form 1295 Requirement (Disclosure of Interested Parties Form)**

Certain business entities are required to complete a Texas Ethics Commission "Disclosure of Interested Parties" Form 1295 prior to executing a contract with or entering into a vendor/service relationship with HOME.

Thus, business entities including non-publicly traded entities or wholly owned subsidiaries of non-publicly traded entities are required to complete a Texas Ethics Commission Form 1295 if selected pursuant to this RFQ.

The obligation for this particular form arises under Texas Government Code § 2252.908, which provides that HOME may not award a bid or a contract for certain types of goods or services to certain proposers unless the proposer delivers to HOME a completed Texas Ethics Commission Form 1295. <https://www.ethics.state.tx.us/statutes/Gov-Code-2252.908-12-19-17.php>. This generally applies to any contract or relationship that is subject to a vote by the HOME Board of Commissioners or any contract valued in excess of \$1 million.

The Form 1295 must be completed online through the Texas Ethics Commission website (see <https://www.ethics.state.tx.us/filinginfo/1295/>), printed and signed.

This form is not executed until an award is issued, but prior to the execution of a contract or engagement. For purposes of completing the Form 1295, please note that the contracting entity's name is Housing Authority of the City of El Paso d/b/a Housing Opportunity Management Enterprises ("HOME"), and the contract ID number is "Special Counsel on Regulatory, Public Policy, Administrative and Legal Services – Solicitation No. EX 21-Q-0023".

As this RFQ will be voted on by the HOME Board of Commissioners, a Form 1295 must be executed by the successful proposer(s). Therefore, the completed Form 1295 must be provided via email to [jpulido@ephome.org](mailto:jpulido@ephome.org) and [erocha@ephome.org](mailto:erocha@ephome.org) prior to execution of an engagement letter with a proposer awarded a contract with HOME. Any proposer should be prepared to submit the completed Form 1295 promptly upon notification of conditional award by HOME.



Proposers should consult their own advisors with respect to the requirements imposed by the Act.

HOME will acknowledge receipt of the proposer's Form 1295. HOME reserves the right to reject any response that does not comply with the requirements prescribed herein. HOME nor its consultants have the ability to verify the information included in the Form 1295, and neither such party has an obligation to, nor undertakes responsibility for, advising any Respondent with respect to the proper completion of such Form 1295.

### **B. Verification of No Boycott of Israel**

Texas Government Code Chapter 2271 provides that a contract in excess of \$100,000 with a governmental entity with more than 10 employees such as HOME must contain a verification from the contracting party that the contracting party does not boycott Israel and will not boycott Israel during the term of the contract.

Thus, a successful proposer under this RFQ will be required to represent in its proposal and confirm in its engagement agreement that:

*By submitting a response, the Firm hereby verifies that to the extent the provision of the legal services constitutes a contract for goods or services for which a written verification is required under Section 2271.002, Texas Government Code, that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel throughout the term of the contract awarded. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable federal law. As used in the foregoing verification, "boycott Israel," has the meaning provided in section 808.001 of the Texas Government Code.*

### **C. Verification of Not Investing or Doing Prohibited Business With Precluded Interests in Iran, the Sudan, or Designated Foreign Terrorist Organizations**

Texas Government Code Chapter 2270 provides that businesses that contract with governmental entities verify they are not engaged in business with certain precluded businesses in Iran, the Sudan or that are designated terrorist organization. Therefore, the following language is incorporated into the RFQ and must be acknowledged in any engagement letter or agreement entered into with HOME:

*By submitting a response, the Firm represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:*

*<https://comptroller.texas.gov/purchasing/docs/sudanlist.pdf>,  
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or  
<https://comptroller.texas.gov/purchasing/docs/ftolist.pdf>.*



*The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable federal law and excludes Respondent and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.*

**D. Verification of No Boycott of Energy Companies**

Texas Government Code Chapter 2274 provides that a contract in excess of \$100,000 with a governmental entity with more than 10 employees such as HOME must contain a verification from the contracting party that the contracting party does not boycott energy companies and will not boycott energy companies during the term of the contract.

Thus, a successful proposer under this RFQ will be required to represent in its proposal and confirm in its engagement agreement that:

*By submitting a response and to the extent the provision of the legal services constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session ("SB 13")), Texas Government Code, as amended, the proposer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies throughout the term of the contract awarded. The foregoing verification is made solely to enable the Issuer to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, the term "boycott energy companies" shall the meanings assigned to the term "boycott energy company" in Sections 809.001 and 2274.001 of the Texas Government Code (as added by SB 13).*

**E. Verification Regarding No Discrimination Against Firearm Entity or Trade Association**

Texas Government Code Chapter 2274 provides that a contract in excess of \$100,000 with a governmental entity with more than 10 employees such as HOME must contain a verification from the contracting party regarding nondiscrimination against firearm and ammunition industry companies or associations. See Texas Gov't Code 2274.001.

Thus, a successful proposer under this RFQ will be required to represent in its proposal and confirm in its engagement agreement that:

*By submitting a response and to the extent the provision of the legal services constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session ("SB 19")), Texas Government Code, as amended, the Respondent hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate*



*against a firearm entity or firearm trade association during the term of the agreement awarded. The foregoing verification is made solely to enable the Issuer to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, the term “discriminate against a firearm entity or firearm trade association,” shall have the meaning ascribed thereto in Section 2274.001(3), Texas Government Code (as enacted by SB 19).*

**F. Definition of Proposer’s Affiliates**

As used in the verifications outlined above, the proposer understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Respondent within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.



# Certifications and Representations of Offerors

## Non-Construction Contract

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

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

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

- (a) The bidder/offeror represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offeror, the bidder/offeror:
  - (1)  has,  has not employed or retained any person or company to solicit or obtain this contract; and
  - (2)  I 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 definition, minority group members are:  
(Check the block applicable to you)

### 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 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

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

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:



(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.



## **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 an inspection 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 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")





# **TRAVEL REIMBURSEMENT GUIDELINES**



**Effective July 1, 2014, Affordable Housing Acquisition an Affiliate of The Housing Opportunity Management Enterprises of El Paso (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](http://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: \_\_\_\_\_



## **VENDOR INFORMATION FORM**



**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:	