



RFP: HR 17-R-0020

Third Party Administration of Group Benefit Plans

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

Requests Proposals for:

**Third Party Administration of Group Benefit
Plans**

Solicitation No. HR 17-R-0020

<p>Housing Authority of the City of El Paso, Texas</p> <p>Gerald Cichon Chief Executive Officer</p>	<p>An Equal Opportunity Employer and Contracting Agency</p>
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RFP: HR 17-R-0020

Third Party Administration of Group Benefit Plans

REQUEST FOR PROPOSALS (RFP)


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

Third Party Administration of Group Benefit Plans

Request for Proposal packets will be available at 2:00 P.M. beginning **March 21, 2017**. To view the solicitation. **Refer to Request for Proposal No. HR 17-R-0020**. This solicitation is only available electronically. To view the solicitation, please visit www.hacep.org/procurement.sstg, and click on the "E-Procurement" link. You will have the opportunity to register and view the solicitation. There is no fee associated with the use of this system.

A pre-proposal conference will be held on March 29, 2017 at 2:00 P.M. at 5300 E. Paisano Dr. Any questions regarding the RFP may be directed to Lourdes Gomez, at (915) 849-3785 or lgomez@hacep.org. If you would like to join in the tele-conference, call (877) 226-9790, access code 9217791.

The closing date and time for receipt of sealed proposals is April 18, 2017 at 2:00 P.M. MST. All proposals shall be submitted in "Sealed Envelopes" and may be delivered or hand carried to: Housing Authority of the City of El Paso Texas, Attn: Lourdes Gomez, Contract Specialist, 5300 E. Paisano Dr., El Paso, Texas, 79905-2051.



Juan Pulido,

Procurement Manager

Advertisement

El Paso Times:	Sunday:	March 19, 2017
	Sunday:	March 26, 2017



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Third Party Administration of Group Benefit Plans

Executive Summary Notice Request for Proposal (RFP)

Solicitation No.: HR 17-R-0020

1. The purpose of this Executive Notice is to highlight the key requirements of the Request for Proposal (RFP).
2. The Housing Authority of the City of El Paso, Texas is requesting proposals from qualified firms to provide third party administration services of its group benefit plans. HACEP reserves the right to award multiple contracts.
3. The Housing Authority of the City of El Paso, Texas contemplates award of a contract to provide third party administration services. Offers in response to this solicitation will be evaluated using the Technical Proposal Evaluation Process. Offers must be submitted in accordance with the instructions provided in the Request for Proposal. Failure to furnish a complete offer at the time and date specified in the solicitation may result in elimination from consideration. Term of this contract is for two year (24 months) base with three one-year renewal options.
4. Formal communications such as requests for clarifications and/or information concerning this solicitation shall be submitted in writing no later than **April 5, 2017, at 5:00 p.m.** local time and directed to **Lourdes Gomez** Contract Specialist, at lgomez@hacep.org
5. **Any form of contact by an offeror or potential offeror regarding this RFP, at any time during the solicitation process from initial advertisement through award, with Commissioners of the Housing Authority of the City of El Paso, Texas (HACEP) or any person employed by HACEP, other than through the communication channels stipulated in the Request for Proposal, or as subsequently instructed by HACEP through the solicitation process, will constitute grounds for rejection of their Proposal.**
6. Since HACEP is interested in limiting costs associated with the acquisition process, offerors not intending to continue with the RFP are requested to submit a letter requesting they be taken off the mailing list for this solicitation. HACEP reserves the right to reject any or all proposals.
7. **Offerors will submit one (1) unbound master-original copy (so marked) and three (5) copies and one(1) electronic copy on digital format CD/DVD and on a flash drive (with the questionnaire returned in an excel file format)**
8. **This solicitation and subsequent amendments shall supersede any posting made through the NAHRO e-procurement system. Potential offerors are advised to review the dates contained in this solicitation in the event of a discrepancy between dates listed in this solicitation and dates listed on the NAHRO e-procurement system.**
9. Thank you for your interest in this project. We look forward to receiving your proposal.

Gerald Cichon

CEO



Housing Authority of the City of El Paso

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Third Party Administration of Group Benefit Plans

Date Issued: March 21, 2017
Subject: Request for Proposal (RFP)
Solicitation No.: HR 17-R-0020

Separate sealed proposals for third party administration services of group benefit plans for the Housing Authority of the City of El Paso, Texas will be received at the following address:

Contract Compliance & Procurement Administration

Attn: Lourdes Gomez

Housing Authority of the City of El Paso, Texas

5300 Paisano

El Paso, Texas 79905 - 2931

until 2:00 p.m., local time, April 18, 2017. Proposals will be held in confidence and not released in any manner until after contract award.

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

General Liability or Professional Liability **\$1,000,000**

By submission of a proposal, the offeror agrees, if its proposal is accepted, to enter into a contract with HACEP in the form included in the solicitation documents, to complete all work as specified or indicated in the contract documents for the contract price and within the time parameters indicated in the attached RFP. The offeror further accepts all of the terms and conditions of the Request for Proposal.

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

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

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

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



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

**Executed after award



Housing Authority of the City of El Paso

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SECTION A Solicitation, Offer and Award

1. Contract No. _____
2. Solicitation No. HR 17-R-0020
3. Type of Solicitation
- Sealed Bid (IFB)
- Negotiated (RFP)
4. Date issued : March 21, 2017
5. Issued By: **HACEP**
6. Address: **5300 E. Paisano Dr.**
El Paso, Texas 79905 – 2931
- Procurement Administration Department**

SOLICITATION

7.

NOTE: All offers are subject to all applicable terms and conditions contained in this solicitation.

8. For information call: **Lourdes Gomez,** Telephone No.: **(915) 849-3785**

Technical questions may be emailed to lgomez@hacep.org no later than April 5, 2017 local time.

(X)	SEC.	DESCRIPTION	PAGES	(X)	SEC.	DESCRIPTION	PAGES
PART I – THE SCHEDULE				PART – II CONTRACT CLAUSES			
X	A	Solicitation Offer & Award	1 of 2	X	D	Incorporated by Reference General Contract Conditions Section 3 Clause	1 of 1 1 of 5 1 of 2
X	B	Price Schedule	N/A	PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS			
X	C	Scope of Work		X	E	List of Attachments – Non-collusive Affidavit Certificate of Equal Employment Federal Labor Standards Certification Statement of Offeror’s Qualifications Form of Contract Debarment Certification Disclosure of Lobbying Activities	1 of 1 1 of 1 1 of 1 1 of 4 1 of 2 1 of 2 1 of 2
				PART IV – REPRESENTATIONS AND INSTRUCTIONS			
		Deliveries or Performance		X	F	Certifications and Representations of Offerors	1 of 2



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		Contract Administration Data		X	G	Instructions, Conditions to Offerors Solicitation Provisions Incorporated by Reference	1 of 2 1 of 3
		Special Contract Requirements		X	H	Evaluation Criteria	1 of 4

In accordance with above, the undersigned agrees, if this offer is accepted within ninety (90) calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered.



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SOLICITATION OFFER AND AWARD

(Must be completed by Offeror)

Offeror acknowledges receipt of amendment(s)

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

AWARD (To be completed by Authority)

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



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PART I
THE SCHEDULE



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SECTION B

PRICE SCHEDULE



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SECTION C

SCOPE OF SERVICES



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Third Party Administration of Group Benefit Plans



March 21, 2017

Dear Interested Respondent:

Attached is the Request for Proposal information for Third Party Administration of Group Benefit Plans for the employees of the Housing Authority of the City of El Paso (HACEP).

Please read General Information and Instructions carefully regarding the submission and the requirements of this Request for Proposal.

HACEP has retained the services of HUB International Insurance Services to assist the Housing Authority in the competitive proposal process. HUB International Insurance Services is a fee based consulting firm and will receive no other remuneration from any vendor or any insurance company.

Thank you,

Housing Authority of the City of El Paso



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Third Party Administration of Group Benefit Plans

Request for Proposal

for

Third Party Administrator of Group Benefit Plans

(Medical, Rx, Dental, Vision, FSA, Stop Loss Reinsurance)

Housing Authority of the City of El Paso

5300 E. Paisano Drive El
Paso, TX 79905

www.hacep.org

Issue Date: March 21, 2017 at 2:00 pm (MST)

Proposal Due Date: April 18, 2017 by 2:00 pm (MST)



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REQUEST FOR PROPOSALS

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ATTACHMENT #:

- 1. TPA SUBMISSION FORMS - PROPOSAL PARAMETERS AND QUESTIONNAIRE
- 2. TPA PLAN DOCUMENTS , FEES, REPORTS, CENSUS (WINZIP FILE)



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GENERAL INFORMATION AND INSTRUCTIONS I

INVITATION TO SUBMIT PROPOSALS:

The Housing Authority of the City of El Paso (HACEP) seeks proposals from insurance Proposers and Third Party Administrators to provide Group Benefits Administration for the employees of the HACEP. Offers may propose on one or more types of coverage.

HACEP has retained the services of HUB International Insurance Services to assist the Housing Authority in the competitive proposal process. HUB International Insurance Services is a fee based consultant and will receive no other remuneration from any vendor or any insurance company.

This Request for Proposal (RFP) contains specific submission requirements, general scope of service requirements, terms, conditions, and other pertinent information necessary for submitting a proposal.

Request for Proposal packets will be available to interested Proposers beginning on:

MARCH 21, 2017 at 2:00 PM (MST)

II. PROPOSAL REQUIREMENTS:

This Request for Proposal (RFP) contains specific submission requirements, general scope of service requirements, as well as terms, conditions, and other pertinent information necessary for submitting a proposal.

This solicitation is only available electronically. To view the solicitation, please visit www.hacep.org/procurement.sstg, and click on the "EProcurement" link. You will have the opportunity to register and view the solicitation. There is no fee associated with the use of this system. This solicitation will be available only in electronic format.

To be considered, Proposals must be received by HACEP on or before **April 18, 2017**. Proposals should be mailed to:

Offerors will submit one (1) unbound master-original copy (so marked) and three (5) copies and one (1) electronic copy on digital format CD/DVD and on a flash drive (with the questionnaire returned in an excel file format), with all other files in a searchable format) must be labeled and received by:

Lourdes Gomez

Housing Authority of the City of El Paso

5300 E. Paisano Drive

El Paso, TX 79905

By 2:00 PM (MST) Tuesday, April 18, 2017



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Proposals may NOT be withdrawn for a period of ninety (90) days from the submission deadline date. HACEP reserves the right to reject any or all proposals submitted and to re-solicit for proposals.

Questions and inquiries should be received in writing on or before **April 5, 2017** at 2:00 PM (MST). This inquiry must be submitted via email to HACEP via NAHRO or by email for consideration:

Lourdes Gomez

Email: lgomez@hacep.org

During the evaluation process, HACEP reserves the right, where it may serve HACEP's best interest, to request additional information or clarifications from Proposers or to allow corrections of errors or omissions. At the discretion of HACEP, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

All proposals submitted become the property of HACEP. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals (RFPs), unless clearly stated and specifically noted in the proposal submitted and confirmed in the contract between HACEP and the firm selected.

III. PROPOSAL PROCESS AND TIME REQUIREMENTS:

All times noted within the proposal documents reflect Mountain Standard Time (MST). Please plan accordingly to ensure your submission is received by HACEP no later than the dates and times provided below. Late submissions will not be accepted.

- | | | | | |
|----|---|----------------|------|----------|
| A. | Request for Proposals Issued | March 21, 2017 | 2:00 | PM (MST) |
| B. | Pre-proposal Conference | March 29, 2017 | 2:00 | PM (MST) |
| C. | Deadline for Submitting Written Questions | April 5, 2017 | 2:00 | PM (MST) |
| D. | Responses to questions/ Addendum to RFP | April 11, 2017 | 2:00 | PM (MST) |

Any Addendum will be issued to reply to written questions pertinent to preparing a proposal and will be distributed to all Respondents via HACEP's E-Procurement/NAHRO link no later than April 11, 2017 by 2:00 PM (MST). In order to maintain a fair and impartial competitive process, HACEP will answer questions only in response to written questions received within the specified time frame. HACEP and HUB International Insurance Services must avoid private communication with the prospective Respondents during the evaluation period. The written questions will be the only opportunity for Respondents to ask questions as to form and content. Please respect this policy and do not attempt to query HACEP personnel or members of its Board of Commissioners regarding this RFP except through written questions submitted in the manner and within the time frame indicated above.

- | | | | | |
|-----------|------------------------------|---------------------|--------------|-----------------|
| E. | Due Date for Proposals | April 18, 2017 | 2:00 | PM (MST) |
| F. | Anticipated Date of Award | May 24, 2017 | 2:00 | PM (MST) |
| G. | Policy Effective Date | July 1, 2017 | 12:00 | AM (MST) |



IV. GENERAL INFORMATION:

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

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

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

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

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

It is our desire that the HACEP staff, employees and their families, have access to quality benefits in at an affordable cost. It should also be understood that whereas it is the intent of the HACEP to provide access to these offered benefits, it is not a mandatory requirement for employees to participate with respect to themselves or dependent coverage. An award does not guarantee that all HACEP employees will enroll in any plan.



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V. CLIENT PROFILE:

- **Principal Address** Housing Authority of City of El Paso
5300 E. Paisano Drive
El Paso, TX 79905-2931
- **Nature of Business** Administration of Housing Programs
- **SIC Code** 9531
- **Proposed Effective Date** July 1, 2014 (Fiscal Year)
- **Proposal Due Date** **April 18, 2017 by 2:00 PM (MST)**
- **Type of Plan Services Requested** Third Party Administration for Medical, Rx, Dental, Vision, and Flexible Spending Accounts
- **Proposer History** TPA - Meritain (2.5 years)
PBM – ScriptWorld (2.5 years)



- **Medical Network** PPO – Aetna Choice Plus POS I
- **Contributions** Employer contributes 90% of EE cost and 40% of Dependent cost of the Base Plan
- **Eligibility** All Active Full-Time employees working a minimum of 30 hrs/week
- **Waiting Period** First day of the month following 30 days
- **Open Enrollment** **November for January 1st effective date**
- **Plan Year** **Calendar Year**
- **Commissions** Net

VI. PROPOSAL PARAMETERS:

*Please refer to Attachments # 1 (TPA) for specific details, including submission forms and questionnaires. You **must complete and return** applicable Attachment corresponding with your proposal. Proposal submission must include all documents provided within these Attachments. Proposals received by HACEP without respective Attachments are considered “Incomplete” and may result in disqualification of submission.*

All proposals, including the CURRENT PROVIDERS, shall complete the forms provided in Attachments #1 and must include these with the proposal submission. All submission forms requiring signature must be signed by an authorized official that has the authority to bind the proposal.

FAILURE TO COMPLETE PROPOSAL FORMS MAY RESULT IN PROPOSAL BEING DISQUALIFIED.

VII. PROPOSAL QUALIFICATIONS

1. All companies submitting proposals must be licensed by the State of Texas and be permitted to contract with the State or any of its subdivisions.
2. The administrator must have been in the business or providing third party administration for a minimum of five (5) years. The administrator must have a valid Texas Third party Administrator (TPA) license.

VIII. PLAN ADMINISTRATION

1. HACEP Responsibility: HACEP will assist in the logistics of the enrollment process. HACEP uses ADP for online enrollment and administration. Proposer(s) selected must be able to accept electronic enrollment transmitted by ADP.
2. Selected Proposers Responsibility: The Proposer will provide documents outlining the benefits and instructions on filing a claim, identification cards, enrollment and orientation materials, and other appropriate communication materials deemed necessary by HACEP.



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IX. COMPENSATION:

HACEP wishes to contract directly with the selected Proposer, without additional compensation to Broker/Agent of Record. Therefore, proposals shall be submitted NET of commissions. HACEP has retained the services of HUB International Insurance Services to assist in the competitive proposal process. HUB International Insurance Services is a fee consultant and will receive no other remuneration from any vendor or any insurance company.

Additionally Proposer(s) agree to accept fees/pricing as fully disclosed in the proposal for the plans/services HACEP selects, NET of commissions. Selected Proposer(s) confirm HACEP contracts (including renewals) DO NOT and WILL NOT include any additional revenue, compensation, commissions or bonuses tied to external vendors or affiliated companies utilized in the administration and services provided to HACEP. Any Proposer compensation above and beyond fees/pricing proposed for services selected must be disclosure immediately. Indicate the type of allocated claims expenses which are not included in your per claim cost.

Advise specifically as to how and at what cost you would handle HACEP's claim "runoff" in the event of a discontinuance of your services.

X. EVALUATION PROCESS AND SELECTION CRITERIA:

Proposals will be evaluated by HACEP's evaluation panel approved by HACEP's CEO, and in conjunction with our HUB International Insurance Services Consultants. HUB International Insurance Services will be providing HACEP's evaluation panel with technical assistance and support throughout this process. Once all proposals are received in compliance with the submission requirements and due date, HACEP's evaluation panel will review, evaluate, and rank each proposal.

Proposals will be evaluated using the Evaluation Criteria outlined below. After the initial scoring of proposals, those deemed by the selection committee to be within the competitive range will become the finalists and may be invited to make a formal presentation. Discussions, proposal clarifications, and review of best and final proposals will take place with the selected finalists. Further evaluation, including secondary to final ranking will be conducted during this process.

HACEP reserves the right to accept or reject in part, or reject all proposals and to re-solicit new proposals. HACEP may also reject any proposals that are incomplete or non-responsive and any proposals that are submitted after the deadline.



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EVALUATION CRITERIA

To be evaluated and considered, proposals submitted must include all of the following:

1. Proposal submission complies with request, providing HACEP via mail
2. Proposal received by HACEP on or before due date of April 18, 2017
3. Proposal includes corresponding Attachment (1 or 2), completed, signed, and wholly returned.
4. Proposal meets RFP parameters as requested

Evaluations Criteria	Maximum Rating (Points)
Cost and Rate Guarantees	25
Plan Administration, Service and Compliance Support, Other Added-Value Programs and/or Services Included	25
Performance Guarantees and Metrics	20
Comprehensive Response to RFP	15
References	15
Total Initial Points	100



WITHDRAWAL OF PROPOSALS:

Proposals may NOT be withdrawn for ninety (90) days from the submission deadline date.

CONFLICTS OF INTEREST:

The Respondent warrants that to the best of his/her knowledge and belief and except as otherwise disclosed, he/she does not have any organizational conflict of interest. Conflict of interest is defined as a situation in which the nature of work under this contract and the Respondent's organizational, financial, contractual or other interests are such that:

1. Award of the contract may result in an unfair competitive advantage; or
2. The Respondent's objectivity in performing the contract work may be impaired. In the event the Respondent has an organizational conflict of interest as defined herein, the Respondent shall disclose such conflict of interest fully in the proposal submission.
3. The Respondent agrees that if after award he or she discovers an organizational conflict of interest to this contract, he or she shall make an immediate and full disclosure in writing to HACEP which shall include a description of the action which the Respondent has taken or intends to take to eliminate or neutralize the conflict. HACEP may, however, terminate the contract if it is in its best interest.
4. In the event the Respondent was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to HACEP, HACEP may terminate the contract for default.
5. The provisions of this clause shall be included in all subcontracts and service agreements wherein the work to be performed is similar to the service provided by the Respondent. The Respondent shall include in such subcontracts and service agreements any necessary provisions to eliminate or neutralize conflicts of interest.
6. No member of HACEP's Board of Commissioners shall be allowed to share any or part of this contract or to derive any benefit to arise there from. This provision shall be construed to extend to this contract if made with a corporation for its general benefit.
7. No member, officer, or employee of HACEP, no member of the governing body of the locality in which the project is situation, no member of the governing body in which the HACEP 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.
8. HACEP reserves total discretion to determine the proper treatment of any conflict of interest disclosed under this provision.

INCURRED COSTS IN PREPARING PROPOSALS:

Respondents will be responsible for all costs incurred in preparing a response to this RFP. All material and documents submitted by Respondents will become the property of the HACEP and will not be returned.



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AWARDS:

A contract shall be awarded in accordance with the terms and conditions of this RFP to the Respondent whose proposal is most advantageous to HACEP considering price, technical and other factors as specified in this RFP. HACEP reserves the right to negotiate and award any element of this RFP, to reject any or all proposals or to waive any minor irregularities or technicalities in proposals received as in the best interest of HACEP.

CONTRACT/AWARD:

The Contract for Employee Benefits as requested in this RFP document will be subject to the approval of HACEP's Board of Commissioners.

RFP ATTACHMENTS ENCLOSED::

ATTACHMENT # 1 : TPA SUBMISSION FORMS - PROPOSAL PARAMETERS AND QUESTIONNAIRE

1. HACEP RFP HR 17-R-0020 Questionnaire

ATTACHMENT # 2 : TPA PLAN DOCUMENTS , FEES, REPORTS, CENSUS (WINZIP FILE)

1. Top paid providers 2016
2. TPA Admin Fees
3. Employee census listing
4. HACEP claims experience 0713-0217
5. July 2015 stop loss policy
6. July 2016 stop loss policy
7. Meritain REV spd
8. Specific claims reports



RFP Attachment # 1

Request for Proposal

Third Party Administrator for Group Benefit Plans

(Medical / Rx / Dental / Vision / FSA, Stop Loss Reinsurance)

RFP Issue Date: March 21, 2017 at 2:00 PM (MST)

RFP Due Date: April 18, 2017 by 2:00 (MST)

Lourdes Gomez

Housing Authority of the City of El Paso

lgomez@hacep.org

All information included in this request for proposal is confidential and may not be shared with anyone except those that have a direct need to see the data in order to complete the development of your proposal. All questions must be directed to BOTH the client and HUB International Insurance Services for consideration. Response to questions received will be issued to all Respondents.



General Instructions

Index of sections, exhibits and attachments

The table below outlines all parts of this RFP. You need to ensure that you have received each of these items in order to meet all submission requirements. Please refer to each individual attachment noted below for specific RFP criteria and instructions.

Description	Separate Attachments
Request for Proposal (RFP)	<input type="checkbox"/>
Attachment #1 – Questionnaire	<input type="checkbox"/>
Attachment #2 – TPA Plan Documents (WinZip file)	<input type="checkbox"/>

Client Profile Summary

Client Name	Housing Authority of the City of El Paso (HACEP)
SIC/NAIC Code	9531
Client Address	5300 E. Paisano Drive, El Paso, TX 79905
Employees	275
Industry	Administration of Housing Programs
Proposer History	TPA – Meritain (2.5 years) PBM – Scrip World (2.5 years) PPO Network - Aetna Choice Plus POS II. (2.5 years)

For complete instructions and additional client information, please reference Request for Proposal (RFP) for details. Non-compliance with any of the delivery instructions may result in disqualification from the proposal process.



Proposal Parameters

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

- Third Party Administration (TPA) for Medical, Rx, Dental, Vision, and FSA
- Preferred Provider Organization (PPO) Network Options
- Pharmacy Benefit Management (PBM)
- Stop Loss Reinsurance

Purpose of Request and Objectives

HACEP is conducting an evaluation of their current employee benefits program,. HACEP has engaged HUB International Insurance Services as their Consultant to assist them with the evaluation of their program and provide technical support during the RFP process.

During this evaluation process, HACEP will be exploring other areas within their benefits program to compare with options available that will provide opportunities for reducing plan expenses. This will include a review of HACEP's current fees/pricing, vendor services and programs, plan administration/solutions offered, network performance, medical/rx plan management, and vendor technology and reporting. HACEP will review other solutions and/or programs offered (i.e. Wellness, Telemedicine, etc.) as options to our current benefits program.

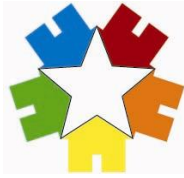
HACEP's objective during this process is to identify areas of opportunity in our current programs, reduce/control total plan expenses, manage costs to budget, and review new solutions/programs and expected ROI.

The current benefits operate and accumulate on a calendar year basis. HACEP's financial reporting is set-up to fiscal year (July-June) for budget purposes. Current contracts and agreements with service providers, including the stop loss reinsurance policy, cycle on the fiscal year, July through June. HACEP wishes to transition its contracts and agreements to cycle with the plan year. Given this preference, Proposers are invited to offer first year terms and conditions and fees and premiums on an initial term of 24 months, and then 3 (12 month) option to renew intervals following July, 2019.

Stop Loss Reinsurance

HACEP currently maintains an individual stop loss deductible for medical and prescription drugs of with a \$250,000 deductible and unlimited lifetime maximum benefit. Please submit offers using these criteria based upon both an initial 21/18 and 9/6 basis. Please include an option for Specific Advance.

Proposal Request



Housing Authority of the City of El Paso

RFP: HR 17-R-0020

Third Party Administration of Group Benefit Plans

Proposal is to be based on duplication of the existing Plan of Benefits. Any **“Plan Deviations** s must be clearly identified and explained in Section 4 in the TPA submission forms. All proposals will be assumed to have been submitted without any deviations unless clearly noted.

Summary of Plans and Current Rates

Please refer to Attachment #2 that includes plan documents, rates/fees, census data, claims data, and agreements.

Best and Final

Proposals will be evaluated based on initial submissions and scored using the Evaluation Criteria outlined in RFP. Those deemed by the selection committee to be within the competitive range will become the finalists. Finalist may be invited to make formal presentation, discuss proposal, provide clarifications, and review best and final proposals with panel.

Renewal and cancellation

Written notification of rate changes should be presented at least **120 days** before the anniversary date. Notification must be provided to HACEP. HACEP reserves the right to cancel the contract with a **30-day** written notice. All original contracts, amendments and such formal documents must be sent to HACEP.

HUB International Insurance Services’ role

HUB International Insurance Services is the consultant for HACEP. HUB works to assure that HACEP’s benefits programs meet business and human resource goals. HUB International Insurance Services will provide technical assistance and support during the RFP process.

HUB International Insurance Services compensation disclosure

HACEP has retained the services of HUB International Insurance Services to assist HACEP in the competitive proposal process. HUB International Insurance Services is a fee consultant and will receive no other remuneration from any vendor or any insurance company. Proposals submitted must be net of commissions.

Confidentiality

This RFP is considered proprietary and confidential. This request should not be shared, in any way, with any party who is not directly involved in the underwriting, sales or service process. If it is determined that a breach of confidentiality has occurred, the bidder responsible will be automatically eliminated from the bidding process.



RFP: HR 17-R-0020

Third Party Administration of Group Benefit Plans



Proposal Requirements

Proposal submissions for Third Party Administration must include this document, referred to as Attachment # 1. Complete all pertinent information as it must be included in Attachment #1 and indicate N/A in areas not applicable. Forms that require signature must be signed by an authorized official that has the authority to bind the proposal. Please review document to ensure all forms have been completed, information provided is accurate, forms have been signed, and Attachment #1 is wholly return with proposal.

Proposal Process

Please refer to the Request for Proposal (RFP) for detailed information. The RFP includes specific proposal instructions, requirements, timelines, evaluation process and criteria to assist you with preparation and proposal submission requirements.

Proposal Submission

Proposals must be received by HACEP on or before April 18, 2017 by 2:00 PM (MST). To be considered, Proposals must be submitted by mail with hard and electronic copies, as described previously, submitted in sealed envelopes and mailed to:

Lourdes Gomez
Housing Authority of the City of El Paso
5300 E. Paisano Drive
El Paso, TX 79905

Documents Required With Submission

Formal Proposal for Third Party Administration	<input type="checkbox"/>
Attachment #1 – Questionnaire in an Excel Format	<input type="checkbox"/>

Proposer Materials – Sample Reports, Brochures, etc.	<input type="checkbox"/>
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Proposals received by HACEP without respective Attachments are considered "Incomplete" and may result in disqualification of submission.



RFP: HR 17-R-0020

Third Party Administration of Group Benefit Plans



TPA Submission Forms (*completion required*)

Complete and Return the Questionnaire contained in Attachment 1 in both a printed and electronic Excel File Format, including your fee proposal in the Tab named “Self-Funded Related Fees”.



RFP: HR 17-R-0020

Third Party Administration of Group Benefit Plans



TPA Questionnaire / Request for Information

The Questionnaire for all Proposers is provided in a separate Excel spreadsheet file contained in Attachment #1.

Proposers should complete the applicable tabs in the spreadsheet and return questionnaire in both a printed and electronic Excel file format.



DECLARATION OF COMPLIANCE

The undersigned does hereby declare that they have read the Request for Proposal on which they are submitting a proposal with full knowledge of the requirements, and does hereby agree to furnish all services in full accordance with the requirements outlined in the Request for Proposal.

The proposer affirms that, to the best of their knowledge, the proposal has been arrived at independently and is submitted without collusion to obtain information or gain any favoritism that would in any way limit competition or give unfair advantage over other proposers.

The undersigned hereby declares that they have the authority to represent the proposer in submitting this proposal at the unit prices and level of services herein after notice of proposal award.

Company Name: _____

Address: _____

City, State, Zip: _____

Respondent Name: _____ Telephone Number: _____

Authorized Signature _____

Date: _____

Typed Name of Signatory _____

Title of Signatory _____



RFP: HR 17-R-0020

Third Party Administration of Group Benefit Plans

PART II

CONTRACT CLAUSES



RFP: HR 17-R-0020

Third Party Administration of Group Benefit Plans

SECTION D

MANDATORY CLAUSES



Federal Acquisition Regulation (FAR) FAR 2005-83/07-02-2015

Part II – Contract Clauses Section D

Clauses Incorporated by Reference As applicable:

FAR#:	CLAUSE TITLE	DATE
52.202-1	Definitions	November 2013
52.203-3	Gratuities	April 1984
52.203-5	Covenant Against Contingent Fees	May 2014
52.203-7	Anti-Kickback Procedures	May 2014
52.209-6	Protecting the Governments Interest when Sub-contracting with Contractors Debarred, Suspended or Proposed for Debarment	October 2015
52.215-2	Audit and Records – Negotiation	October 2010
52.215-8	Order of Precedence – Uniform Contract Format	October 1997
52.215-14	Integrity of Unit Prices	October 2010
52.217-6	Option for Increased Quantity	March 1989
52.217-9	Option to Extend the Term of the Contract	March 2000
52.222-4	Contract Work Hours and Safety Standards Act – Overtime Compensation	May 2014
52.222-6	Construction Wage Rate Requirements	May 2014
52.222-18	Certification Requiring Knowledge of Child Labor for Listed End Products	February 2001
52.222-20	Contracts for Materials, Supplies, Articles and Equipment Exceeding \$15,000	May 2014
52.222-26	Equal Opportunity	September 2016
52.222-35	Equal Opportunity for Veterans	July 2014
52.222-36	Equal Opportunity for Workers With Disabilities	July 2014
52.223-2	Affirmative Procurement of Biobased Products Under Services and Construction Contracts	September 2013
52.223-6	Drug Free Work Place	May 2001
52.227-1	Authorization and Consent	December 2007
52.228-5	Insurance – Work on a Government Installation	January 1997



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52.229-3	Federal, State and Local Taxes	February 2013
52.232-7	Payments Under Time-and-Materials and Labor-Hour Contracts	August 2012
52.232-18	Availability of Funds	April 1984
52.232-23	Assignment of Claims	May 2014
52.237-2	Protection of Government Buildings, Equipment and Vegetation	April 1984
52.237-3	Continuity of Services	January 1991
52.242-13	Bankruptcy	July 1995
52.243-3	Changes – Time-and-Materials or Labor-Hours	September 2000
52.243-7	Notification of Changes	January 2017
52.246-17	Warranty of Supplies of a Non-complex Nature	June 2003
52.248-1	Value Engineering	October 2010
52.249-2	Termination for Convenience of the Government (Fixed Price)	April 2012
52.249-8	Default (Fixed Price Supply & Service)	April 1984
52.249-14	Excusable Delays	April 1984
52.252-2	<p>Clauses Incorporated by Reference:</p> <p>This contract incorporates one or more clauses by reference, with the same forced effect as if they were given in full text.</p>	February 1998



Housing Authority of the City of El Paso

Solicitation: Third Party Administration of Group Benefit Plans

RFP#: HR 17-R-0020

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

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

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

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

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

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

1. Definitions

The following definitions are applicable to this contract:

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

2. Changes

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

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

3. Termination for Convenience and Default

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

4. Examination and Retention of Contractor's Records

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

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

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

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

5. Rights in Data (Ownership and Proprietary Interest)

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

6. Energy Efficiency

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

7. Disputes

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

8. Contract Termination; Debarment

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

9. Assignment of Contract

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

10. Certificate and Release

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

11. Organizational Conflicts of Interest

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

12. Inspection and Acceptance

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



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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:
- appeals under the clause titled Disputes;
 - litigation or settlement of claims arising from the performance of this contract; or,
 - 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**
- All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section III, Labor Standards Provisions, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
 - 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.
 - 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.
 - 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.
 - 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**
- 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:
 - Award of the contract may result in an unfair competitive advantage; or
 - The Contractor's objectivity in performing the contract work may be impaired.
 - 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.
 - 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.
 - 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**
- 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



Housing Authority of the City of El Paso

Solicitation: Third Party Administration of Group Benefit Plans

RFP#: HR 17-R-0020

(1) Agency and legislative liaison by Own Employees.

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

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

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

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

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

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

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

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

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

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

(2) Professional and technical services.

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

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

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

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

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

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

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

(iii) Selling activities by independent sales representatives.

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

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

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

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

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

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



16. Equal Employment Opportunity

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

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

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

17. Dissemination or Disclosure of Information

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

18. Contractor's Status

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

19. Other Contractors

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

20. Liens

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

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

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

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

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

22. Procurement of Recovered Materials

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



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

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

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

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

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

- Section 3 Self-Certification and Skills Data Form

Overview and Instructions for Contractors

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

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

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

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

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

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

III. Other Methods of Compliance

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

1. Contractor must develop a solid professional curriculum and it must be pre-approved by HACEP.



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

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

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

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

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

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

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

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



Section 3 Clause

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

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

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

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

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

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

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



Public Housing Authority Required Submittal Section 3 Certification and Action Plan

Name of Business _____

Address of Business _____

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

Contract/Solicitation Name or Number: _____

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

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

<p><u>51% Resident Owned</u> A business claiming status as a Section 3 Resident-Owned Business Concern (ROB) entity: Initial here to select this option _____ Provide Certification for Section 3 Residents and proof that they own a minimum 51% of the business</p>	<p>IMPROTANT NOTICE: Preference must be maintained for the entire contract or the contract will be in non-compliance and at risk of termination.</p>
<p><u>25% Sub-Contracting</u> A business claiming Section 3 status by subcontracting 25% of the dollar award to qualified Section 3 Business: Initial here to select this option _____ Provide a list of intended subcontract Section 3 business (es) with amount Provide certification & all supporting documentation for each planned Section 3 Business Concern</p>	<p><u>30% Employer of Section 3 Residents Currently or New Hires</u> Section 3 status, because at least 30% of the existing or newly hired workforce for this specific contract will be Section 3 residents throughout the entire contract period. If a Prime or General Contractor is electing this option, the 30% employment requirement will be for the entire project including all the sub-contractors employees. Initial here to select this option _____ I anticipate my total number of employees for this contract to be ____ and ____ will be qualified Section 3. Check all methods you will employ to secure Section 3 Residents/Persons. Posting the position in community sources that are generally available to low income residents and the general public is a standard requirement. Check at least three (3) methods you will employ</p> <ul style="list-style-type: none"> <input type="checkbox"/> The local community newspaper <input type="checkbox"/> Widely distributed newspaper <input type="checkbox"/> Company or agency website <input type="checkbox"/> HACEP communities and HACEP website <input type="checkbox"/> Upper Rio Grande Workforce Solutions <input type="checkbox"/> Other locations as approved by HACEP <p>Other: _____</p>



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

I do not anticipate any new employees on this contract.

I do not anticipate any new contracting on this contract.

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

<p>1. I was a Section 3 Resident-Owned Business (ROB). List the Contracts and HUD Funded Entity and Contact:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p>2. I complied with Section 3 by employing at least 30% of my workforce. List the Contracts and HUD Funded Entity and Contact:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p>3. I complied with Section 3 by subcontracting 25% of the total dollar award to a qualified Section 3 Business. List the Contracts and HUD Funded Entity and Contact:</p> <p>_____</p> <p>_____</p> <p>_____</p>
<p>4. I complied with Section 3 on a previous HUD funded contract by doing these things and with these entities: Describe:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p>5. I completed HUD Section 3 covered contracts in the past three years but was not required to meet compliance.</p> <p>Check the box of the corresponding reason below.</p> <p><input type="checkbox"/> I did not trigger the regulation by hiring any new employees on my Previous contract(s) in violation of the Section 3 regulation.</p> <p><input type="checkbox"/> I did not trigger the regulation by hiring any contractors on previous, contract(s) in violation of the Section 3 regulation.</p>	

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

Signature

Print Name

Date



SECTION 3 SELF-CERTIFICATION AND SKILLS DATA FORM

Certification for Section 3 Residents or other Low-Income Persons Seeking Employment, Training or Contracting

Eligibility for Preference

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

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

My home address is:

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

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

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

Graduated High School or GED (month/year) _____	I Read and Speak English Fluently Yes or No		
Attended College, Trade, or Technical School ___ Yes/No	Graduated ___ Yes/No Year Graduated _____		
Check the Skills, Trades, and/or Professions you have been employed in or contracted to do for others:			
<input type="checkbox"/> Drywall Hanging	<input type="checkbox"/> Drywall Finishing	<input type="checkbox"/> Interior Painting	<input type="checkbox"/> Framing
<input type="checkbox"/> HVAC	<input type="checkbox"/> Electrical	<input type="checkbox"/> Interior Plumbing	<input type="checkbox"/> Exterior Plumbing
<input type="checkbox"/> Siding	<input type="checkbox"/> Cabinet Hanging	<input type="checkbox"/> Door Replacement	<input type="checkbox"/> Trim/Carpentry
<input type="checkbox"/> Stucco	<input type="checkbox"/> Window/Door Repl.	<input type="checkbox"/> Construction Cleaning	<input type="checkbox"/> Exterior Framing



Housing Authority of the City of El Paso

Solicitation: Third Party Administration of Group Benefit Plans

RFP#: HR 17-R-0020

- Data Entry Receptionist Sales Telephone Customer Service
- Administrative Teaching/Training Personal Care Aid Landscaping
- CDL License Roofing Concrete/Asphalt Work Heavy Equipment Operator
- Fencing Metal/Steel Work Welding Other _____

Continued in other page

I am certifying as a Section 3: **Person seeking Training** or **Person seeking employment**

(Check all that apply):

- I am a public housing leaseholder**
- I am a Section 8 leaseholder**
- I live in the service area of the Authority (El Paso, TX)**

My total annual household income is \$_____ There are a total of _____ people living in my household

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

Signature

Print Name

Date



FY 2016 Income Limits Summary

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



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

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

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



PREFERENCE FOR SECTION 3 BUSINESS CONCERNS IN CONTRACTING OPPORTUNITIES:

Order of providing preference:

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

1. Public and Indian housing programs. In public and Indian housing programs, efforts shall be directed to award contracts to Section 3 business concerns in the following order of priority:
 - a. Business concerns that are 51% percent or more owned by residents of the housing development or developments for which the Section 3 covered assistance is expended, or whose full-time, permanent workforce includes 30% percent of these persons as employees (category 1 businesses);
 - b. Business concerns that are 51% percent or more owned by residents of other housing developments or developments managed by the HA that is expending the Section 3 covered assistance, or whose full-time, permanent workforce includes 30% percent of these persons as employees (category 2 businesses); or
 - c. HUD Youthbuild programs being carried out in the metropolitan area (or Non- metropolitan county) in which the Section 3 covered assistance is expended (category 3 businesses).
 - d. Business concerns that are 51% percent or more owned by Section 3 residents, or whose permanent, full-time workforce includes no less than 30% percent Section 3 residents (category 4 businesses), or that subcontract in excess of 25% percent of the total amount of subcontracts to Section 3 business concerns.

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

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



Eligibility to preference.

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

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



Solicitation: Third Party Administration of Group Benefit Plans

RFP#: HR 17-R-0020

PART III

DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS



Solicitation: Third Party Administration of Group Benefit Plans

RFP#: HR 17-R-0020

SECTION E

LIST OF ATTACHMENTS



**FORM OF NON-COLLUSIVE AFFIDAVIT
PRIME OFFEROR**

State of Texas
County of El Paso

_____, being first duly sworn, deposes and says:

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

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

: _____
Signature of Offeror if Offeror
is an individual

: Signatures of all partners if
Offer is a partnership

: Signature of Corporate Principal if Offeror is
a corporation

Subscribed and sworn to before me

This _____ day of _____, 20_____.
My Commission expires _____, 20_____.



**CERTIFICATION OF
EQUAL EMPLOYMENT OPPORTUNITY
AGREEMENT**

I _____
(Official's Name) (Title)

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

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

For Project: _____

Job to be Performed: _____

Official's Signature

Date



FEDERAL LABOR STANDARDS CERTIFICATION

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

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

Company

Date



AGREEMENT TO CONTRACT ELECTRONICALLY

PARTIES:

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

METHOD OF CONTRACTING:

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

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

RECEIPIENT (SIGNER) REQUIREMENTS

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

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

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

Screen Resolution: 1024 X 768 minimum.

Enabled Security Settings: Allow per session cookies.

SECURITY:

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

REVOCAATION:

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

Contractor

Gerald Cichon
Chief Executive Officer



STATEMENT OF OFFEROR'S QUALIFICATIONS

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

1. Name of Firm (Legal Name)

a. Name of President:

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

3. When organized (year).

4. If a Corporation, where incorporated.

5. The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for 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)

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

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

7. General character of work performed by your company.

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

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

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



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

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

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

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

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

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

YES NO

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

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



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

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

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

Date _____ this _____ day of _____, 20 _____.

(Name of Offeror)

By: _____

Title: _____

State of _____)

City/County of _____
ss

_____ 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 solicitations for lower tier covered transactions.

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

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

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



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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

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

Instructions for Certification (B)

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

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

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

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

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

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

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

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant	Date
Signature of Authorized Certifying Official	Title



Housing Authority of the City of El Paso

Solicitation: Third Party Administration of Group Benefit Plans

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DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB

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

0348-0046

(See reverse for public burden disclosure.)

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



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

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

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

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

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



Solicitation: Third Party Administration of Group Benefit Plans

RFP#: HR 17-R-0020

PART IV

REPRESENTATIONS AND

INSTRUCTIONS



Solicitation: Third Party Administration of Group Benefit Plans

RFP#: HR 17-R-0020

SECTION F

REQUIRED CERTIFICATIONS



Solicitation: Third Party Administration of Group Benefit Plans

RFP#: HR 17-R-0020

Certifications and Representations of Offerors

U.S. Department of Housing and Urban Development

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

Office of Public and Indian Housing

Non-Construction Contract

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

Do not send this form to the above address.

1. Contingent Fee Representation and Agreement

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

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

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

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

are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

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 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 per cent of its voting stock is owned by one or more minority group members, and whose management and daily operations



3. Certificate of Independent Price Determination

- (a) The bidder/offeror certifies that-
 - (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition. any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered-
 - (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
 - (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.
- (b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:
 - (1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal,
 - Black Americans
 - Asian Pacific Americans
 - Hispanic Americans
 - Asian Indian Americans
 - Native Americans
 - Hasidic Jewish Americans

- and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);
 - (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
 - (iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

4. Organizational Conflicts of Interest Certification

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual



or other interest are such that:

- (i) Award of the contract may result in an unfair competitive advantage;
 - (ii) The Contractor's objectivity in performing the contract work may be impaired; or
 - (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.
- (b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.
- (d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract. -

5. Authorized Negotiators (RFPs only)

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

6. Conflict of interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:



Solicitation: Third Party Administration of Group Benefit Plans

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SECTION G
INSTRUCTIONS TO OFFERORS



Instructions to Offerors Non-Construction

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing - 03291 -

1. Preparation of Offers

ability to obtain them;

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

2. Submission of Offers

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

3. Amendments to Solicitations

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

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

- (a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -
 - (1) Have adequate financial resources to perform the contract, or the



- (2) Have a satisfactory performance record;
- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and

- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

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

6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

excludes weekends and U.S. Federal holidays; or

- (4) Is the only offer received.

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

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

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

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



Housing Authority of the City of El Paso

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(f) 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.

(g) 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.

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by an offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation 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 solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, 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 solicitation 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 solicitation 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 solicitation 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 solicitation. 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 solicitation. The proposal shall show the hour and date specified in the solicitation for receipt, the solicitation 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 SOLICITATION 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: Housing Authority of the City of El Paso, Texas 5300 E. Paisano Dr. El Paso, Texas 79905	

NOTE: It is the vendor’s sole responsibility to see that his/her 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 solicitation.

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 Authority of the City of El Paso, Texas.

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

G-12 The Housing Authority of the City of El Paso, Texas reserves the right to accept or reject any 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 Authority of the City of El Paso, Texas, 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 Housing Authority of the City of El Paso, Texas so request.

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

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

G-16 PROTEST TO THE AGENCY

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

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

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

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

G-18 AWARD

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

G-19 INCURRING COSTS

(a) Costs shall not be incurred by receipts of the solicitation document in the anticipation of receiving direct reimbursement from the Housing Authority of the City of El Paso, Texas without the written authorization of the proper authority.



- (b) The Housing Authority of the City of El Paso, Texas assumes no liability for and shall not be obligated to the Contractor for payment for the Contractor's costs incurred prior to award.

G-20 PRE-AWARD SURVEY OF PROSPECTIVE CONTRACTOR

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

G – 21 FAILURE TO SUBMIT OFFER

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

G-22 (9505) ORGANIZATIONAL CONFLICTS OF INTEREST

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



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SECTION H

EVALUATION FACTORS FOR AWARD



CONTRACT AWARD

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

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

After demonstrating full compliance with federal regulations at 24 CFR Part 85, Administrative Requirements (Federal Procurement, Competitive Negotiation Standards) and with all required approvals, HACEP will prepare a final contract document for execution and approval by the Contracting Officer and the contracting party.

No contract will be awarded for 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 RFP. HACEP reserves the right to cancel unilaterally any contract derived from this Request for Proposals for failure to perform services satisfactorily. Any contract for the stated services or products herein is not an exclusive contract. HACEP reserves the right to assign other service providers to such matters as it deems necessary.

AFFIRMATIVE ACTION

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



BASIS FOR AWARD

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

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

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



TECHNICAL EVALUATION

WORK SHEET

Name: _____

Reviewer: _____

Date: _____

INSTRUCTIONS: Evaluation of technical 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 maybe used to formulate the Housing Authority of the City of El Paso, Texas position if continued negotiations are required).

Acceptable: _____

("This means that based upon the 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")



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

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

- Lodging
- Meals and Incidentals Expenses

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

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

Sincerely,

Satish Bhaskar

HACEP Chief Financial Officer

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

Name and title: _____

date: _____



Vendor Information Form

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

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

Name:	
Title:	
Telephone Number:	
Fax:	
Email:	

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

Name:	
Title:	
Telephone Number:	
Fax:	
Email:	