



SAHA | SAN ANTONIO
HOUSING AUTHORITY
Opportunity Lives Here

818 S. FLORES ST.

SAN ANTONIO, TEXAS 78204

www.saha.org

Procurement Department

REQUEST FOR PROPOSALS

For

Cloud Unified Communication and Collaboration Solution

For

**HOUSING AUTHORITY OF THE
CITY OF SAN ANTONIO, TEXAS
AND
AFFILIATED ENTITIES**

RFP#: 1802-838-35-4754

Prepared by:

Department of Procurement
of
The San Antonio Housing Authority
818 South Flores Street
San Antonio, Texas 78204

President and CEO David Nisivoccia

Table of Contents

Section A - Background Information and Evaluation	3
Time Line	5
Objectives	6
Evaluation Criteria	7
Section B – Instruction to Respondents	9
Point of Contact	9
SAHA Reservation of Rights	10
Disqualification of Respondents	12
Right to Protest	14
Section C – Information to be Submitted	16
Tabs 1 through 13	16-21
Section D – Terms and Conditions	22
Section 3	24
Subcontractors	24
Invoicing	26
Termination	27
General Conditions	28
Examination of Records	28
Force Majeure	29
EXHIBITS and ATTACHMENTS	
Exhibit A- Minimum Requirements	
Exhibit C- Evaluation Questionnaire	
Exhibit I- Insurance Requirements	
A: Present Phone Criteria	
B: HUD Forms, Conflict of Interest Questionnaire, Certificate of Interested Parties	
C: Profile of Firm and Company Profile	
D: Section 3 and SWMBEGuidelines and Forms	
E: Proposal Check List and Certification	
F: Form of Proposal	

Section A Background Information and Evaluation

I. Background Information: The San Antonio Housing Authority d/b/a San Antonio Housing Authority (“SAHA”) is a public housing agency created by resolution of the City of San Antonio in 1938 pursuant to the Texas Housing Authorities Law (now Chapter 392 of the Texas Local Government Code) and federal law. SAHA is a unit of government and its functions are essential governmental functions. The property of SAHA is used for essential public and governmental purposes and is exempt from all taxes, including sales tax on all its purchases of supplies and services.

SAHA enters into and executes contracts and other instruments that are necessary and convenient to the exercise of its powers. SAHA maintains contractual arrangements with United States Department of Housing and Urban Development (HUD) to manage and operate its low rent public housing program and administers the Section 8 Housing Assistance Payments Programs. SAHA programs are federally funded along with development and modernization grants and rental income.

Its primary activity is the ownership and management of over 6,300 public housing units. It also administers rental assistance for almost 12,000 privately owned rental units through the Section 8 program. It operates and manages its housing developments to provide decent, safe, sanitary and affordable housing to low income families, the elderly, and the disabled, and implements various programs designed and funded by HUD.

SAHA has created a number of affiliated public facility corporations (“PFCs”) pursuant to Chapter 303 of the Texas Local Government Code (the Public Facility Corporation Act). In some instances, these PFCs own projects. In other cases, PFCs or other related entities serve as partners in partnerships that have been awarded low-income housing tax credits. SAHA’s affiliated entities own and operate over 3,000 units of affordable housing.

SAHA staff also manages the San Antonio Housing Finance Corporation (“Finance Corporation”), which is primarily a conduit issuer of bonds for developers of affordable housing projects. The Finance Corporation was created pursuant to Chapter 394 of the Texas Local Government Code (the Texas Housing Finance Corporations Act). When used herein, “SAHA” shall include its affiliated entities.

As a part of our social mission and federal mandate, SAHA is committed to providing economic, training and educational opportunities to the low income individuals in the communities we serve. All contractors are required to recruit and hire low income individuals for new positions and provide training & educational opportunities to the greatest extent feasible for these individuals.

SAHA is governed by a Board of Commissioners and managed on a day-to-day basis by its President and CEO. The SAHA Board of Commissioners, upon the advice of the President and CEO, approves all major policy and contractual decisions. The President and CEO is then charged with implementing these actions.

II. Proposal Information and Current Environment

Current Environment

The current Telephony/VOIP Environment as depicted in Attachment A is:

- 50 spoke sites total
- 431 Standard endpoints consists of Avaya 4608 and 9610 Models
- 8 conference Rooms that might need conference phones
- 44 sites with dedicated VOIP 5x5 fiber elan connecting back to the hub at a 100 x 100 hub port
- All spoke sites use one CISCO SG300 28 port switch with POE Layer 3 mode at the hub located at 818 S. Flores is an ASR1002
- The ASR1002 routes the VOIP traffic to our on premises Avaya s8710 PBX with G650 Chassis
- The PBX connects to 3 PRI lines
- 5 sites share VOIP and Data traffic on a 10x10 circuit. VLANS separate this traffic routed through the ASR1002 at the 818 S. Flores hub back to PBX
- 2 sites running VOIP services provided by third party vendors
- ATT 1FL lines - QTY: 84 for faxing
- 2 Avaya Call Management servers at 818 S Flores
- 1 Windows 2000 dhcp server at 818 S Flores
- 2 Avaya Voicemail servers at 818 S Flores
- 2 back up redundant Avaya Call Management servers located off site
- E-911 Services
- Number of DID's currently available and transferable to new system: 999 (these must be purchased from current provider to be transferred to new system)

The current WAN Environment:

- The SAHA has a Fiber Metro Ethernet WAN Solution provided by Spectrum connecting over 50 remote sites with each site connecting back to the SAHA Central Office Location at 818 S. Flores, San Antonio, TX 78204.
- There are 44 sites with a 5x5 Mbps Voice and 5x5 Mbps Data elan circuit, 5 sites with a 10X10 Mbps circuit, configured with voice QoS, and 1 Site with a 5x5 Mbps circuit.
- Most sites have a Multiple fiber connections are delivered through a Spectrum Juniper EX4200 fiber switch located at the 818 S. Flores Central Office.
- The services being delivered through the EX4200 are:
 - ~ 500 Mbps symmetrical Direct Internet Access
 - ~ 300 Mbps symmetrical Data Elan Port(remote traffic)
 - ~ 100 Mbps symmetrical Voice Elan Port (remote traffic)
 - ~ 100 Mbps symmetrical Direct Internet Access used for Wifi
 - ~ 200 Mbps PTP symmetrical circuit connecting data center to a colocation
- With the exception of the 100 Mbps Wi-Fi and 200 Mbps PTP, all connections run to ports configured to Cisco ASR1002 Router to the core system that consists of SRW2048 Cisco/Linksys and SG30028P access switches
- There are 5 sites that are configured with 60 x 5 high speed internet connections

to our Data Center through site to site connections. The devices used for these connections are ASA 5506 x Firewalls.

- Internet traffic filter: WSA Ironport S170
- Firewall: Cisco ASA5510
- IPS: Tipping Point 660
- The 100Mbps Wi-Fi DIA is for Public and Residential use and filters through PFSense firewall.

SAHA has an inventory of 357 mobile devices used by staff. Many users carry a cell phone and/or tablets, ipads that are used in specific areas of the SAHA, such as all of executive management. The SAHA seeks a solution than can incorporate a mobile phone app with the same capabilities as the physical phone and used without the need of the physical phone. We plan on incorporating our mobile device inventory into the total solution.

SAHA is seeking proposals from qualified, licensed, and bonded entities with demonstrated experience to provide a Cloud/Hosted communication, collaboration and Unified Communication as a Service with support and Maintenance. For the purposes of this Request for Proposal (RFP), the terms “Unified Communication as a Service” (UCaaS), “hosted”, and “cloud-based” may be used interchangeable. Note that the RFP includes collaboration, and the use of UCaaS is not intended to exclude any functionality. The project approach should include project planning, project management, communication and collaboration with key stakeholders and regular communication. “SAHA” hereby invites Proposals from experienced companies that can act as the primary company that can deliver all products that make up the entire solution and minimize the use of third-party elements in the solution.

III. Timeline:

DATE ISSUED	February 21, 2018
NON-MANDATORY PRE-SUBMITTAL MEETING	March 7, 2018 at 10:00 A.M. SAHA Central Office, 818 S. Flores, San Antonio, TX 78204
LAST DATE FOR QUESTIONS	March 13, 2018
PROPOSAL DUE DATE	March 21, 2018 at 2:00 P.M. SAHA Procurement Dept. 818 S. Flores, San Antonio, TX 78204
ANTICIPATED APPROVAL BY THE BOARD	February/March 2018

SAHA reserves the right to modify this schedule at their discretion. Notification of changes in connection with this solicitation will be made available to all interested parties via an emailed Addendum.

IV. Objectives:

SAHA's strategic goal number three endeavors to Transform Core Operations to be a high performing and financially strong organization we desire to implement systems and communication tools that meet this goal. Our current phone system, PBX and business communication tool is outdated and in need of an upgraded solution that will help SAHA serve our clients with an innovative, cost effective, cloud/hosted communication and collaboration tools than can utilize the latest in Unified Communication as a Service to deliver better communication access to our staff that delivers our mission and goals of customer service to our clients.

V. Requirements:

The Respondent is expected identify best practices that incorporate the latest hosted/cloud Unified Communication as a Service solution. The solution requires at the time of submission that the respondent prepare a strategy, project and implementation plan that meet the Minimum Requirements listed in Exhibit A. The solution provided shall incorporate the pricing models available for UCaaS and hosted/ cloud solution for governmental entities such as SAHA. The selected contractor shall work with SAHA to install and implement a new communication and collaboration system.

VI. Evaluation: Each proposal submittal will be evaluated based upon the following information and criteria:

A. Initial Evaluation-Responsiveness: Each proposal received will first be evaluated for responsiveness (i.e., meeting the minimum requirements as stated in the RFP).

B. Evaluation-Responsibility: SAHA shall select a minimum of a three-person panel, using the criteria established below, to evaluate each of the proposals submitted in response to this RFP to determine the Respondent's level of responsibility. SAHA will consider capabilities or advantages that are clearly described in the proposal that may be confirmed by oral presentations, site visits, demonstrations, and references contacted by SAHA. All proposals would be evaluated as to their overall value to SAHA.

C. Restrictions: All persons having familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a Respondent will be excluded from participation on SAHA's evaluation panel. Similarly, all persons having ownership interest in and/or contract with a Respondents will be excluded from participation on SAHA's evaluation panel.

D. Evaluation Criteria: The evaluation panel will use the following criteria to evaluate each proposal:

- 5 Excellent
- 4 Above Average
- 3 Average
- 2 Below Average
- 1 Poor
- 0 Non Responsive

1	0-5	20%	Relevant Experience
2	0-5	30%	Respondent's Project Management Methodology, Implementation Plan, and Acceptance Plan
3	0-5	20%	Proposed Costs/Pricing Models
4	0-5	10%	Training Plan/Security
5	0-5	10%	Presentation /Demo of Solution
6	0-5	5%	Strength of the Contractor's Section 3 Utilization Plan
7	0-5	5%	Strength of the Contractor's S/W/MBE Utilization Plan
		100%	Total Points for Criteria
Section 3 Preference: A firm may qualify for Section 3 status for up to an additional 5 points.			
1		5	Section 3 Preference: A firm may qualify for Section 3 status for up to an additional 5 points.
a		5	Category I: As detailed in Attachment D
b		4	Category II: As detailed in Attachment D
c		3	Category III: As detailed in Attachment D
d		2	Category IV: As detailed in Attachment D

E. Interview and Presentation: Qualified Respondents will be initially ranked on Evaluation Criteria 1-4. Once the initial evaluation has been conducted, SAHA intends to short-list the Respondents to no more than five (5) qualified firms and shall require these short-listed Respondents to make a presentation to the evaluation committee for purposes of clarification of their Proposal responses. Presentations and/or interviews, if requested, shall be a factor in the final award recommendation. The final evaluation shall occur after the Interview and Presentation and shall include Evaluation Criteria 5-7 and 1.a and 1.b.

VII. Minimum Qualifications: Respondents must meet the following criteria:

1.1 Respondent shall demonstrate that it can comply with all applicable federal, state and local laws, rules, regulations, ordinances and codes and obtain any licenses or permits required to provide the services under this RFP.

1.2 Respondent must have experience in delivering top performance Unified communication as a service of similar size and scope of phone service, collaboration, fax and other communication standards to offices throughout the San Antonio, TX metro area.

1.3 Respondent's organization must have been in business providing Unified communication as a Service, communication and collaboration tools using cloud technologies using similar infrastructure networks with relevant bandwidth for a minimum of 2 years.

1.4 Minimum of three (3) successfully completed companies of similar size and scope that have used said product solution within the last 3 years.

1.5 Project Manager shall a minimum of 3 years experience with the implementation similar to that contemplated herein.

1.6 Technical Support professionals shall have a minimum of 3 years' experience with the implementation similar to that contemplated herein.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK

Section B
Instructions to Respondents

- I. **Point of Contact:** The point of contact for purposes of obtaining the Request for Proposal and to submit responses is:

POINT OF CONTACT	Shayne Everett-Endres, Purchasing Agent San Antonio Housing Authority 818 S. Flores San Antonio, TX 78204 Phone: (210) 477-6254 E-mail: Shayne_Everett-endres@saha.org TX TTY: 1-800-735-2989
------------------	---

The Request for Proposals can be obtained by calling 210-477-6059 or online at

www.saha.org

<http://nahro.economicengine.com>

<http://www.publicpurchase.com>

All Addenda will be posted on SAHA's website www.saha.org, <http://nahro.economicengine.com> and www.publicpurchase.com. Any changes that are issued before the proposal submission deadline shall be binding upon all prospective Respondents.

Respondents shall address all communication and correspondences pertaining to this RFP process to only the Contact person identified above. Respondents must not inquire or communicate with any other SAHA staff member or official (including members of the Board of Commissioners) pertaining to this RFP. Failure to comply with this requirement is cause for a proposal to be disqualified. During the RFP solicitation process, SAHA will not conduct any ex parte conversations which may give one prospective proposer an advantage over other prospective Respondents.

- II. **Prohibitions:** Contact with members of the SAHA Board of Commissioners, or SAHA officers and employees other than the contact person listed herein, by any prospective Proposer, after publication of the RFP and prior to the execution of a contract with the successful proposer(s) could result in disqualification of your proposal. In fairness to all prospective proposer(s) during the RFP process, if SAHA meets in person with anyone representing a potential provider of these services to discuss this RFP other than at the pre-submittal meeting, an addendum will be issued to address all questions so as to insure no Proposer has a competitive advantage over another. This does not exclude meetings required to conduct business not related to the RFP, or possible personal presentations after written qualifications have been received and evaluated.

III. Non-Mandatory Pre-Proposal Conference: A pre-proposal conference will be held at SAHA Central Office, located at 818 South Flores, San Antonio, Texas 78204 as indicated herein. The purpose of this conference is to assist Respondents in understanding the RFP documents and required submittal documents. At this conference, SAHA will conduct an overview of the RFP documents, including attachments. Any questions must be submitted in writing (e-mail is acceptable) to the contact person listed herein and will be answered in an addendum.

IV. SAHA'S Reservation of Rights:

SAHA reserves the right, without liability, to:

- a. Reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed by SAHA to be in its best interests.
- b. Award a contract pursuant to this RFP
- c. Terminate a contract awarded pursuant to this RFP, at any time for its convenience upon 30 days written notice to the successful Respondent.
- d. Determine the days, hours and locations in which the services are performed in this RFP.
- e. Retain all proposals submitted and not permit withdrawal for a period of 90 days subsequent to the deadline for receiving proposals without the written consent from SAHA.
- f. Negotiate the fees proposed by all Respondents. If such negotiations are not, in the opinion of SAHA successfully concluded within a reasonable timeframe as determined by SAHA, SAHA shall retain the right to end such negotiations.
- g. Reject and not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to rejection of incomplete proposals and/or proposals offering alternate or non-requested services and from Respondents deemed non-responsive and non-responsible.
- h. Prohibit any further participation by a Respondent or reject any proposal submitted that does not conform to any of the requirements detailed herein. Each prospective Respondent further agrees that he/she will inform SAHA in writing within five (5) days of the discovery of any item that is issued thereafter by SAHA that he/she feels needs to be addressed. Failure to abide by this timeframe shall relieve SAHA, but not the prospective Respondents, of any responsibility pertaining to such issue.
- i. Award, to revise, change, alter or amend any of the instructions, terms, conditions, and/or specifications identified within the RFP documents issued, within any attachment or drawing, or within any addenda issued.
- j. To advertise for new proposals or to proceed to do the work otherwise if proposals are rejected.
- k. Cancel the award of any proposal(s) at any time before the execution of the contract documents by all parties.
- l. Reduce or increase estimated or actual quantities in whatever amount necessary if funding is not available, legal restrictions are placed upon the expenditure of monies for this category of service or supplies, or SAHA's requirements in good faith change after award of the contract.
- m. Make an award to more than one Respondents based on ratings or to make an award with or without negotiations or Best and Final Offers (BAFO)

- n. Establish a competitive range for responses based on the initial scores and to require presentations by the Respondents within the competitive range.
- o. Require additional information from all Respondents to determine level of responsibility. Such information shall be submitted in the form and time frame required by SAHA.
- p. Amend the terms of the contract any time prior to contract execution.
- q. Contact any individuals, entities, or organizations that have had a business relationship with the Respondents regardless of their inclusion in the reference section of the proposal submittal.

V. Timely Submissions: Late submissions will not be accepted. Proposals received prior to the submittal deadline shall be securely kept, unopened, by SAHA. No proposal received after the designated deadline shall be considered. Respondents are cautioned that any proposal submittal that is time-stamped as being received by SAHA after the exact time set as the deadline for the receiving of proposals shall not be considered. Any such proposal inadvertently opened shall be ruled to be invalid. No responsibility will attach to SAHA or any official or employee thereof, for the pre-opening of, or the failure to open a proposal not properly addressed and identified.

VI. Pre-Qualification: Respondents will not be required to pre-qualify to submit a proposal. However, all Respondents will be required to submit adequate information showing that the Respondents is qualified to perform the required work

VII. Review of RFP Forms, Documents, Specifications and Drawings: It shall be each Respondent's responsibility to examine carefully and, as may be required, properly complete all documents issued pursuant to this RFP. Unless otherwise instructed, specifications and drawings (if provided) do not purport to show all of the exact details of the work. They are intended to illustrate the character and extent of the performance desired under the proposed contract and may be supplemented or revised from time to time.

VIII. Responses: A total of one (1) original signed copy (marked "ORIGINAL") using the Proposal Form attached as Attachment F (**Original Only contains any pricing information**), and five (5) exact copies (marked copy), shall be placed unfolded in a sealed package with the Respondent's name and return address and addressed as follows:

{RFP # {Insert Number}
{Insert Exact Title of RFP}
{Insert Month, day, year, Time of Bid Opening}
The San Antonio Housing Authority
Procurement Department
818 S. Flores
San Antonio, Texas 78204

The Respondents shall bind the proposal such that SAHA can, if needed, remove the binding (i.e. "comb-type, etc.) or remove the pages from the cover (i.e. 3-ring binder, etc.) to make copies then return the proposal submittal to its original condition.

- IX. Withdrawal of Proposals:** A request for withdrawal of a proposal due to a purported error must be filed in writing by the Respondents within 48 hours after the proposal deadline. The request shall contain a full explanation of the purported error. The foregoing shall not be construed to violate the common law right of withdrawal for material error as defined in State statute. SAHA retains the right to accept or reject any and all bids to the extent permitted by law. Negligence on the part of the Respondents in preparing his/her proposal confers no right of withdrawal or modification of the proposal after such proposal has been received and opened.
- X. Mistake in Proposal Submitted:** After a proposal has been opened it may not be changed for the purpose of correcting an error in the pricing. This does not affect the common law right of the Respondent to withdraw a bid due to a material mistake in the bid.
- A. Irregular Proposal Submittal:** A proposal shall be considered irregular for any one of the following reasons, any one or more of which may, at SAHA's discretion, be reason for rejection:
- If the forms furnished by SAHA are not used or are altered or if the proposed costs are not submitted as required and where provided.
 - If all requested completed attachments do not accompany the proposal submittal.
 - If there are unauthorized additions, conditional or alternate proposals, or irregularities of any kind which may tend to make the proposal incomplete, indefinite or ambiguous as to its meaning or give the Respondents submitting the same a competitive advantage over other Respondents.
 - If the Respondent adds any provisions reserving the right to accept or reject any award or to enter into a contract pursuant to an award.
- XI. Disqualification of Respondents:** Any one or more of the following shall be considered as sufficient for the disqualification of a prospective Respondents and the rejection of his/her proposal:
- Evidence of collusion among prospective Respondents. Participants in such collusion will receive no recognition as Respondents or Respondents for any future work with SAHA until such participant shall have been reinstated as a qualified bidder or Respondent. The names of all participants in such collusion shall be reported to HUD and any other inquiring governmental agency.
 - More than one proposal for the same work from an individual, firm, or corporation under the same or different name(s).
 - Lack of competency, lack of experience and/or lack of adequate resources.
 - Unsatisfactory performance record as shown by past work for SAHA or with any other local, state or federal agency, judged from the standpoint of workmanship and progress.

- Incomplete work, which in the judgment of SAHA, might hinder or prevent prompt completion of additional work, if awarded.
- Failure to pay or satisfactorily settle all bills due on former contracts still outstanding at the time of award.
- Failure to demonstrate minimum qualification requirements of SAHA.
- Failure to list, if required, all team members, subcontractors (if subcontractors are allowed by SAHA) who will be engaged by the successful Respondent(s) to participate in the Project.
- Failure of the successful Respondents to be properly licensed by the City, County and/or the State of Texas and/or to be insured by a commercial general liability policy and/or worker's compensation policy and/or business automobile liability policy, if applicable.
- Any reason to be determined in good faith, to be in the best interests of SAHA.

XII. Questions/Inquiries: A Respondent may inquire or question any of the proposal documents or any part of the information contained therein, by submitting, in writing to the contact person listed herein, at least eight (8) days prior to the proposal submission deadline, a complete and specific explanation as to what he/she is requiring clarification. SAHA reserves the right to issue a revision to the applicable RFP requirements in the form of an Addendum or may reject the Respondent's request.

XIII. Substitutions: Respondents must propose a Project that meet the requirements of the RFP documents. All verbal communications or instructions provided by any SAHA personnel shall only become official and binding when issued as an addendum by the SAHA Procurement Department.

XIV. No Liability for Costs: SAHA assumes no liability or responsibility for the costs incurred by the Respondents for any materials, efforts or expenses required in the preparation of proposals or in connection with presentations or demonstrations prior to the issuance of a Contract.

XV. Proposal Opening Results: Proposals are publicly opened and the results are generally a matter of public record. When SAHA has concluded all evaluations, has chosen a final top-rated Respondent, has completed the award and is ready to issue such results, SAHA shall notify the successful Respondents. All proposal documents submitted by the Respondents are generally a matter of public record unless such information is deemed to be proprietary.

XVI. Award: Submissions will be evaluated on the criteria stated in Section A of this RFP. After evaluation of the responses, the Contract will be awarded to the Respondents representing the "Best Value" to SAHA after preferences for Section 3 business concerns are considered. The Selected Proposer will then enter into a development agreement with SAHA. SAHA reserves the right to issue a separate RFP for property management services.

XVII. Taxes. SAHA, as a governmental entity, is exempt from Texas State Sales and Use Taxes and Federal Excise Taxes. A letter of Tax Exemption will be provided upon request.

XVIII. Insurance: If a Respondent receives an award and unless otherwise waived in the Contract, the Selected Proposer will be required to provide an original Certificate of Insurance confirming the minimum requirements found within Exhibit I to SAHA within 10 days of contract signature.

XIX. Exceptions. SAHA will consider any exception to the RFP that the Respondent wishes to include but the failure of SAHA to include such exceptions does not give the successful Respondent the right to refuse to execute SAHA's contract form. It is the responsibility of each prospective Respondent to notify SAHA, in writing, in its Proposal of any exceptions to the RFP terms. SAHA will consider such clauses and determine whether or not to include in the Contract.

XX. RIGHT TO PROTEST:

A. Rights: Any prospective or actual Respondents or contractor, who is allegedly aggrieved in connection with the solicitation of a proposal or award of a contract, shall have the right to protest. Such right only applies to deviations from laws, rules, regulations, or procedures. Disagreements with the evaluators' judgments as to the number of points scored are not reasons for an appeal. An alleged aggrieved protestant claiming this right is hereby informed that these regulations do not provide for administrative appeal as a matter of right for that alleged aggrieved protestant.

A.1 Definition: An alleged aggrieved "protestant" is a prospective Respondents or Respondents who feels that he/she has been treated inequitably by SAHA and wishes SAHA to correct the alleged inequitable condition or situation.

A.2 Eligibility: To be eligible to file a protest with SAHA pertaining to an RFP or contract, the alleged aggrieved protestant must have been involved in the RFP process in some manner as a prospective Respondents (i.e. recipient of the RFP documents) when the alleged situation occurred. SAHA has no obligation to consider a protest filed by any party that does not meet these criteria.

A.3 Procedure: Any actual or prospective contractor may protest the solicitation or award of a contract for material violation of SAHA's procurement policy. Any protest against a SAHA solicitation must be received before the due date for receipt of Proposals or proposals and any protest against the award of a contract must be received within ten calendar days after contract award or the protest will not be considered.

All protests must be in writing and submitted to the Director of Procurement for a written decision. The Director of Procurement shall make a recommendation to the Contracting Officer who shall issue a written decision and findings to the Contractor within 30 days from receipt of the written protest. This decision is then appealable to the Board of Commissioners within 30 days of receipt of the written decision. Appeals which are not timely filed will not be considered and the decision becomes final. All appeals shall be marked and sent to the address as listed in the following example:

APPEAL OF RFP NO. (insert exact number of RFP here)

San Antonio Housing Authority
Attn: Procurement Department
818 South Flores Street
San Antonio, TX 78204

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK

Section C Information To Be Submitted

The response to this RFP shall be submitted in the manner described in this Section. Each category must be separated by index dividers and the index divider must extend so that each tab can be located without opening the proposal and labeled with the corresponding tab reference noted below. Failure to submit the proposal in the manner specified may result in a premature opening of, post-opening of, or failure to open and consider that proposal and may be cause for elimination of that Respondent from consideration for award.

The Respondent should base their submission on the assumption that SAHA cabling infrastructure, premise wiring and data connectivity to required equipment is installed, tested and capable of supporting IP traffic prior to implementation.

C.1 Tab 1: Respondent's Project Management,

1. The proposal will be evaluated on Respondent's Project Management approach and shall address the following:
 - a. Risk Management
 - b. Issues Management
 - c. Project Management Methodology
 - d. Financial Management to keep within Scope of Work and meet requirements
 - e. Change Control

2. Project Management Approach shall include the responsibilities of the Respondent Project Manager:
 - a. Participate in planning meetings, weekly status meetings, weekly conference calls and email communications with SAHA to discuss the project and coordinate timeline, milestones, tasks and timelines.
 - b. Create and maintain the Project Plan/schedule or timeline. Keep track of dependencies between Respondent and SAHA tasks, identify and manage Respondent initiated project risks and alert both project teams of any timeline slips and their effect on the project Go Live target date.
 - c. Provide on-site project management, technical user support during cut-over, to include 3 days of post Go Live assistance. The Respondent Project manager shall use project management tools to track and document all issues associated with the project plan.

3. Project Plan and Timeline
 - a. Respondent Project Manager shall provide a detailed Project Plan with timeline that will keep project on schedule, subject to approval by SAHA. The Project Plan will be subject to approval by SAHA Project Manager, which documents all tasks and timelines associated with the project including but not limited to:
 - Services ordered, including any required onsite equipment
 - Equipment received

- Network readiness
- Network and services coordination
- Solution design and configuration
- On-site training - timelines for system administration and user training
- On-site installation of any required equipment or software
- Testing and Acceptance
- On-site and remote post implementation support

This information shall be submitted under the Tab 1 of the Proposal.

C.2 Tab 2: Implementation Plan and Timeline

1. The Respondent is responsible for comprehensive project management services that include the ability to define and offer what are considered industry best practices for the implementation of a hosted solution of this scope, and that address the expectations of both the Respondent and the SAHA. The Respondent shall include project controls and processes that will ensure a smooth implementation. Proposals should clearly outline the Respondent's methodology and address the following items.
 - a. Project Planning Process/Methodology/Project Plan
 - b. Project Risk Management/Mitigation
 - c. Required Protocols/Standards
 - d. Testing Plan and Acceptance
 - e. Training
 - f. Documentation
 - g. Implementation Support
 - h. Post Implementation Support

This information shall be submitted under the Tab 2 of the Proposal.

C.3 Tab 3: Training Methodology:

1. The Respondent shall provide a training plan that includes the transfer of knowledge of specific components for administrators, call center customer representatives and the end user community.
2. The Respondent shall describe the training methodology available that corresponds with any training tools deemed advantageous to the ongoing training and management of the proposed solution; including but not limited to online resources and continuing education.
3. Respondent shall include the training tools available for remote training of staff at the SAHA external properties.
4. Respondent shall work with the SAHA Project Manager to develop a functional and relevant training curriculum that fits the SAHA learning needs.
5. Respondent shall include the resumes of certified trainers or professional trainers with at least one year experience with onsite or field customer training with the proposed solution.
6. Classes included in the training plan should include the use of live physical phone equipment, functional demos of the softphone and mobile devices.
7. Plan should include the user guides, training online references available after implementation.

8. Respondent shall include details of Specialized training for UCaaS and some call management center customer components to include but not limited to:
 - a. Use of functionality as appropriate to Customer service skill level
 - b. Operation of Google Integrated SoftPhone plug in including SMS testing, online faxing and standard phone functionality from the Softphone
 - c. Operation of mobile app, if included
 - d. Operation of supervisor or agent “chat” features, if available
 - e. Access to individual metrics as appropriate
 - f. Operation of supervisor functionality as available in the solution
 - g. Access to conditional routing tools including announcements
 - h. Access to standard reports and dash boards.
9. Respondent shall include any training for system administrators, developers or customized reporting for managers.

This information shall be submitted under the Tab 3 of the Proposal.

C4 - Tab 4: With regard to Security Requirements, Respondents shall provide the following:

1. Respondent shall supply SAHA with SSAE 16, ISO 27001 or any other equivalent current compliance audits, reports or certifications that certify the security of how cloud data is protected and where cloud data is stored
2. Respondent shall provide encryption standards and levels of encryption available.
3. Respondent shall define how security controls and business communication security protection protects against phone fraud, security breaches including data handling, user authentication, single sign on, system access, physical security and data security.
4. Respondent shall describe or demonstrate the security protection practices in place to protect against infrastructure penetration and loss of data.
5. Respondent shall provide cloud hosting solution Service Level Agreement (SLA).
6. Cloud SLA should include documentation that details patch management, intrusion detection systems, fraud analytics and system hardening controls and monitoring.
7. Respondent shall provide details of geographic diversity as to where data is housed and what physical security is in place to protect and defend both endpoints of the cloud solution.
8. Respondent shall provide a narrative about whether web servers are hosted in a private cloud environment or shared with public accessed cloud services and whether all servers for the website are hosted in the same city, zone, state or county of the SAHA.
9. Respondent shall provide a narrative of transmission security in place to protect data in transit between all device endpoints. The narrative should include relevant protocols and security certificates used to protect data while in transit.
10. Respondent shall provide an assurance that all security breaches will be immediately communicated to SAHA and provide its communication and technical plan to remedy the situation.

11. Respondent shall describe company security and compliance investment for the hosting solution and facility used.
12. If Amazon, Google, Microsoft or any other third party cloud services are used as the hosting facility, Respondent should supply documentation on Security practices and reseller relationships with any third party hosting facility.
13. Respondent will be prepared to supply all current security compliance audits and certificates as it relates to their Services.

This information shall be included as Tab 4 of the Proposal.

C.5 Tab 5: Respondent Experience: Please include the following in this section:

Respondent shall provide names or URL's associated with the last 3 or more installations where a Unified Communication As A Service (UCaaS) cloud solution that replaced and on premise solution with similar scope as the SAHA. Respondent shall provide project dates of completion and contact names and numbers of the company representatives that can speak to the project from a customer perspective. Respondent shall list any industry standard awards or recognition duly documented in the last 3 years in the area of cloud communication system delivery. Respondent shall provide resumes of all assigned technical personnel and Project Manager proposed for this Project that reflects qualifications and skill as necessary to provide project management and technical expertise services under this Project.

This information shall be included as Tab 5 of the Proposal.

C.6 Tab 6: Exhibit A – Minimum Functional and Technical Requirements

The Respondent will analyze the Exhibit A Minimum Requirements and provide a detailed explanation demonstrating how it intends to address each requirement. This gap-fit analysis will identify areas where SAHA may be required to change existing business processes to accommodate system functionality. The Respondent shall also submit under this tab the answers to the Exhibit C Evaluation Questionnaire and any additional information as necessary to complete the answers.

This information shall be included as Tab 6 of the Proposal.

C.7 Tab 7: References, Company Profile, and Profile of Firm Form:

Respondent shall provide a minimum of three (3) references to include current point of contact, phone, email, and dates of services provided to their facilities/organization. Respondent shall provide completed Attachment C forms.

This information shall be included as Tab 7 of the Proposal.

C.8 Tab 8: HUD Forms, Conflict of Interest Questionnaire and Form 1295:

These Forms are attached hereto as Attachment B to this RFP document must be fully completed, except as noted, executed where provided thereon, and submitted under this tab as a part of the proposal submittal. The successful Respondent shall be required to

submit a Form 1295 to the Texas Ethics Commission in compliance with Government Code 2252.908 and a copy of the submission along with the Certification prior to execution of the contract with SAHA.

This information shall be included as Tab 8 of the Proposal.

C.9 Tab 9: Section 3 Business Preference: Any Respondent claiming a Section 3 Business Preference, shall complete and submit Attachment D forms under this tab which includes a Section 3 applicant certification form for low-income employees for whom Respondent is seeking the preference, verification of total number of full-time employees, names and addresses of low-income residents who are Respondents employees. **Note: If you qualify as a Section 3 Business Concern, your proposal will receive a preference over other respondents as specified in Attachment D.**

This information shall be included as Tab 9 of the Proposal.

C.10 Tab 10, Small/Minority/Disadvantaged/Veteran Business Enterprise Utilization Plan: The Respondents shall submit a plan, as outlined in Attachment D that details how the Contractor will make a good faith effort to subcontract with S/W/MBE companies. Opportunities to subcontract with S/W/MBE may include:

- Delivery and Runner Services
- Office Supplies
- Temporary Personnel
- Other CPA and/or auditing firms
- Printing & binding

FAILURE TO PROVIDE THE SWMBE PLAN MAY CAUSE THE RESPONSE TO BE DISQUALIFIED AS NON-RESPONSIVE.

This information shall be included as Tab 10 of the Proposal.

C.11 Tab 11, Section 3 Good Faith Effort Compliance Plan: Respondents are required to complete and submit the SECTION 3 PROGRAM GOOD FAITH EFFORT COMPLIANCE PLAN, as described in Attachment D, outlining their efforts to employ qualified Section 3 businesses or persons. The goal as stated in the Good Faith Effort Compliance Plan is thirty percent (30%) of new hires for Section 3 persons per contract. The subcontracting goal is ten percent (10%) for Section 3 Businesses for construction contracts and three percent (3%) for Section 3 Businesses for non-construction contracts. SAHA will provide a listing of qualified Section 3 Businesses upon request. See C6 above for potential areas to subcontract.

FAILURE TO PROVIDE THE SECTION 3 PROGRAM GOOD FAITH EFFORT COMPLIANCE PLAN MAY CAUSE THE RESPONSE TO BE DISQUALIFIED AS NON-RESPONSIVE.

This information shall be included as Tab 11 of the Proposal.

C.12 Tab 12, Proposal Checklist and Certification: Respondent shall certify that the Proposal documents are complete and included in the response and to the Certification contained in Attachment E.

This information shall be included as Tab 12 of the Proposal.

C.13 Tab 13, Proposed Costs/Pricing Models:

Pricing should reflect a UCaaS solution that incorporates communication and collaboration. governmental UCaaS pricing models that reflects operating costs, with detail on how it will be invoiced (i.e. License cost per device, License cost per user) as it applies to the following:

- a. Standard License Costs (including hosting costs)
- b. Premium or other License Costs, if applicable (including hosting costs)
- c. E911 Service Costs
- d. Any Cost Recovery Fees if applicable
- e. Physical Phone costs and Model for standard staff
- f. Physical Phone costs and Model for executive and senior management
- g. Physical Phone costs for receptionist/administrative assistance staff
- h. Physical phone costs and Model for conference call usage
- i. Meeting/Conference calling if separate from Standard License Costs
- j. Implementation/Installation Costs if separate from Standard License
- k. Training Costs if separate from implementation costs
- l. Technical Support and Maintenance
- m. Internet faxing if not included in Standards License Costs

(All costs/fees are to be shown in the ORIGINAL copy only)

This information shall be included as Tab 13 of the Proposal.

C. 14 Tab 14. Acceptance Test Description/Expectation of Deliverables:

Respondent shall provide an Acceptance Test plan and Test Criteria for its solution.

This information shall be included as Tab 14 of the Proposal.

Section D Terms and Conditions

These Terms and Conditions shall be considered required terms of any Contract between the Successful Respondent and SAHA. The Proposer must also be familiar with federal guidelines issued by HUD known as the “General Conditions of the Contract for Construction” (see form HUD 5370). These guidelines, together with any supplemental general conditions issued by HUD, outline requirements for the conduct of work and administrative requirements. The guidelines include, but are not limited to, Termination for Convenience, Default, Clean Air and Water standards, and compliance with Davis-Bacon wage rates.

GENERAL RESPONSIBILITIES:

- A. Specifications.** The Proposer shall provide the Project in accordance with the Minimum Requirements which are stated in Exhibit A.

- B. Regulatory/Licensing.** Proposer shall comply with all applicable federal, state and local laws, rules, regulations, ordinances and codes and obtain any licenses or permits required to provide the services. Obtaining licenses and permits shall be the sole responsibility of the Proposer.

- C. Timesheets.** Proposer shall keep accurate timesheets for all employees assigned to perform any project, task, or assignment in the Project.

- D. Project Personnel:** Contractor shall perform criminal history checks and drug screening tests on all current & prospective employees performing work under this RFP and any resulting contract and provide summaries of the results to SAHA if requested. Employees & prospective employees whose criminal history check discloses a misdemeanor or felony involving moral turpitude or harm to persons or property or sexual offenses will not be employed to perform work under this RFP or any resulting contract. Criminal history and drug screening checks will be completed at the sole expense of the Contractor.

- E. Unacceptable Employees:** If any employee of the Proposer is deemed unacceptable by SAHA, Proposer shall immediately replace such personnel with a substitute acceptable to SAHA.

- F. Uniforms/Badges:** Proposer shall provide uniforms and/or ID badges for all employees working on SAHA’s properties. No employee will be allowed on SAHA’s properties out of uniform and/or without an ID badge.

- G. Criminal history/Drug testing.** Proposer shall perform criminal history checks and drug screening tests on all employees performing work and if requested provide summaries of the results to SAHA. Prospective employees whose criminal history checks discloses a misdemeanor or felony conviction involving crimes of moral turpitude or harm to persons or property shall not be used to perform work under this RFP or any resulting contract. Criminal history and drug screening checks will be completed at the sole expense of the Proposer.

- H. Work on SAHA Property:** The Proposer shall take all necessary precautions to prevent the occurrence of any injury to persons or property during the progress of such work and shall immediately return said property to a condition equal to or better than the existing condition prior to the commencement of work at the site at no cost to SAHA.
- I. Wages.** Proposer shall pay all salaries and expenses of, and all Federal, Social Security taxes, Federal and State Unemployment taxes, and any similar taxes relating to its employees used in the performance of the contract. The Proposer further agrees to comply with all Federal, State and local wage and hour laws and all licensing laws applicable to its employees or other personnel furnished under the agreement.
- J. Independent Contractor:** The Proposer shall be considered an independent contractor. Nothing herein shall create any association, agency, partnership or joint venture between the parties hereto and neither shall have any authority to bind the other in any way.
- K. Type of Contract resulting from RFP: A one (1) year firm fixed contract with the option to renew at the sole discretion of SAHA for up to four (4) additional one year periods.**

L. COMMUNICATIONS:

- **Form:** All claims, notices, demands, requests, instructions, approvals and proposals must be submitted in writing.
- **Notice to Contractor:** Any Notices or Demands upon the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the signature page of the Contract or at such other office as he / she may from time to time designate in writing to SAHA or deposited in the United States mail in a sealed, postage-prepaid envelope or if delivered with charges prepaid to any telegraph company for transmission and addressed to the office of the Contractor indicated on the signature page of the contract or such other address as may be subsequently specified in writing to SAHA.
- **Notice to SAHA:** All notification papers required to be delivered to SAHA or its designated representative shall, unless otherwise specified in writing to the Contractor, be delivered to attn. SAHA Procurement at 818 South Flores, San Antonio, Texas, 78204; and any notice to or demand upon SAHA shall be sufficiently given if so delivered or deposited in the United States mail in a sealed, postage-prepaid envelope or delivered with charges prepaid to any telegraph company for transmission to SAHA at the above address or to such other address as SAHA may subsequently specify in writing to the Contractor for such purpose.
- **Receipt:** Any such notice shall be deemed to have been given as of the time of actual delivery; or in the case of mailing, when the same should have been received in due course after the date of surrender to the Post Office; or in the case of telegrams, at the time of actual receipt, as the case may be.
- **Identification:** Contractor shall provide distinctive ID badges and/or uniforms which clearly identify them and the Contractor, for all employees working on SAHA's properties or with SAHA clients. No employee will be allowed on SAHA's properties or contact with SAHA clients without his/her ID badge and uniform on his/her person. Contractor must submit to SAHA's Procurement Department a sample of his/her ID badge/uniform prior to signing a contract if requested.

- **Notice to Start:** Start date will be determined by the SAHA Project Manager and Contractor's Manager. Contractor shall not begin work until written notice is received from SAHA signed by the contracting officer or designee.
- **Responsibility for Subcontractors:** All requirements for the "Prime" contractor shall also apply to any and all subcontractors. It is the Prime Contractors' responsibility to insure the compliance by the subcontractors. At all times the Prime Contractor remains liable to SAHA for the performance and compliance of the subcontractors.

II. **Calculations:** Each Contractor is responsible for field verifying the conditions and required to deliver a complete and functional project or service. This shall include but is not limited to: Travel, fuel, preparation, installation, overhead, profit, bonding, insurance, labor burden, weather conditions, field verified quantities, and encumbrances. All Proposers' submitted fees must include these variables. SAHA shall not pay additional sums for a Proposer's failure to factor these conditions into the Proposals. Failure to consider any of the factors listed shall not negate the Contractor's responsibility to perform if awarded a contract under this RFP.

III. **SECTION 3 REQUIREMENTS.** Contractor is required to prepare and submit monthly reports on Section 3. Proposer shall utilize Section 3 residents and businesses as defined in Attachment D to perform the requirements under the Project to the greatest extent feasible and shall document such efforts monthly. Proposers will be evaluated on their performance at achieving this goal and such evaluation shall be a factor in future awards.

IV. **SUBCONTRACTORS.** Contractor may not use any subcontractors to accomplish any portion of the services described within the RFP documents or the contract without the prior written permission of the SAHA. Also, any substitution of subcontractors must be approved in writing by SAHA prior to their engagement. All requirements for the "Prime" Proposer shall also apply to any and all subcontractors. It is the Proposers' responsibility to insure the compliance by the subcontractors. Regardless of subcontracting, the Contractor remains liable to SAHA for the performance under the contract. The Proposer shall assure that its subcontractors comply with all applicable HUD regulations and SAHA requirements including but not limited to Section 3 requirements, insurance, Davis Bacon wage requirements and reporting, permitting, code compliance, and licensure.

V. **LIMITATION/INDEMNIFICATION/INSURANCE**

A. **Limitation of Liability:** In no event shall SAHA be liable to the successful Respondents for any indirect, incidental, consequential or exemplary damages.

B. **Indemnification.** The Proposer shall indemnify and hold harmless SAHA and its officers, agents, representatives, and employees from and against all claims, losses, damages, actions, causes of action and/or expenses resulting from, brought for, or on account of any bodily injury or death of an employee of the Proposer, its agent, or its subcontractor of any tier received or sustained by any persons or property growing out of, occurring, or attributable to any work performed under or related to this Agreement, to the extent resulting in whole or in part from the negligent acts or

omissions of the Proposer, any subcontractor, or any employee, agent or representative of the Proposer or any subcontractor. **PROPOSER ACKNOWLEDGES AND AGREES THAT THIS INDEMNITY CONTROLS OVER ALL OTHER PROVISIONS IN THE AGREEMENT, SURVIVES TERMINATION OF THIS AGREEMENT.**

1. For clarification purposes, Proposer shall indemnify and hold harmless SAHA, their agents, consultants and employees from and against any and all property damage claims, losses, damages, costs and expenses relating to the performance of this Agreement, including any resulting loss of use, *but only to the extent caused by the negligent acts or omissions of Proposer*, its employees, sub-subcontractors, suppliers, manufacturers, or other persons or entities for whose acts Proposer may be liable.

C. SAHA Actions. It is agreed by and between the parties hereto that in no event shall any official, officer, employee, or agent of SAHA in any way be personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this agreement.

D. Insurance: The Proposer shall maintain in full force and effect during the entire contract term insurance in the form and in amounts found in Exhibit I.

VI. LIQUIDATED DAMAGES: For each day that performance under the contract is delayed beyond the time specified for completion, the successful Respondents shall be liable for liquidated damages in the amount reflected in the contract. However, the timeframe for performance may be adjusted at SAHA's discretion in writing prior to default under the contract.

VII. WARRANTY.

A. General Warranty. All items installed/provided under any contract must include a minimum two (2) year general warranty including labor and installation. This period will begin on the date of "FINAL" acceptance by SAHA.

B. Precedence. The services provided under the contract shall conform to all information contained within the contract as well as applicable industry-published technical specifications, and the Specifications. If one specification contains more stringent requirements than the other, the more stringent requirements shall apply.

C. Implied Warranties. In addition to all other warranties, the warranty shall include the warranty for merchantability and the warranty of fitness for a particular purpose.

D. Proposer shall assign any warranties and guarantees to SAHA and provide the Proposer's Warranty for Labor and Installation to SAHA along with all Manufacturers' Warranty documents.

VIII. INVOICING:

A. Invoices. Invoices must contain a complete description of the work or service that was performed, the contract price for each service, the purchase order number, contract number (if applicable), date of service, and address of service location or delivery address. Proposer(s) must submit a separate invoice for each purchase order issued by SAHA unless prior approval is obtained from SAHA. To insure prompt and timely payment of invoices, and unless utilizing a progress payment schedule, invoices shall be sent electronically to the following address:

Accounts_Payable@saha.org

If the Proposer does not have the capability to send invoices electronically they may be mailed to:

San Antonio Housing Authority
Finance and Accounting
P.O. Box 830428
San Antonio, TX 78283-0428

B. Progress Payments. If applicable, SAHA may make progress payments approximately every 30 days as the work proceeds if work meets owner's standards, as approved by the Contracting Officer. SAHA may, subject to written determination and approval of the Contracting Officer, make more frequent payments to contractors which are qualified small businesses in accordance with HUD documents.

C. Direct Deposit. Upon the Award of Contract, Proposer shall complete a form for direct deposit to process all payments electronically to insure prompt and efficient payment of all invoices.

IX. Laws and Regulations

A. General. SAHA is a governmental entity as that term is defined in the procurement statutes. SAHA and this RFP and all resulting contracts are subject to federal, state and local laws, rules, regulations and policies relating to procurement as applicable.

a. Proposer shall comply with all local, state and federal laws concerning safety (OSHA) and environmental control (EPA and Bexar County Pollution Regulations) and any other enacted ordinance, code, law or regulation. Proposer shall be responsible for all costs incurred for compliance with any such possible ordinance, code, law or regulation. No time extensions shall be granted or financial consideration given to the Proposer for time or monies lost due to violations of any such ordinance, code, law or regulations that may occur.

B. Specific. Proposers shall comply with all statutes, rules, regulations, executive orders affecting procurements by Housing Authorities including but not limited to:

- Executive Order 11246
- Executive Order 11063
- Copeland “Anti-Kickback” Act (18 USC 874)
- Davis Bacon and Related Acts (40 USC 276a-276a-7)
- Clean Air & Water Acts (42 USC 1857(h); 33 USC 1368)
- Contract Work Hours & Safety Standards Act (40 USC 327-330)
- Energy Policy & Conservation Act (PL 94-163, 89 STAT 871)
- Civil Rights Act of 1964, Title VI (PL 88-352)
- Civil Rights Act of 1968, Title VIII (PL 90-284 Fair Housing Act)
- Age Discrimination Act of 1975
- Anti-Drug Abuse Act of 1988 (42 USC 11901 et. Seq.)
- HUD Information Bulletin 909-
- Immigration Reform & Control Act of 1986
- Fair Labor Standards Act (29 USC 201, et. Seq.)

X. Incorporation.

Each provision of law and each clause, which is required by law to be inserted in this RFP or any contract, shall be deemed to have been inserted herein, and this RFP and any resulting contract shall be read and enforced as though such provision or clause had been physically inserted herein. If, through mistake or otherwise, any such provision is not inserted or is inserted incorrectly, this agreement shall forthwith be physically amended to make such insertion or correction upon the application of either party. The fore-mentioned statutes, regulations and executive orders are not intended as an indication that such statute, regulation or executive order is necessary applicable nor is an omission of such statute, regulation or executive order intended to indicate that it is not applicable.

XI. Termination.

A. Early Termination. In the event any resulting contract is prematurely terminated due to non-performance and/or withdrawal by the Proposer, SAHA reserves the right to seek monetary restitution (to include but not limited to withholding of monies owed) from the Proposer to cover costs for interim services and/or cover the difference of a higher cost (difference between terminated Proposer’s rate and new company’s rate) beginning the date of Proposer’s termination through the contract expiration date. The contract may be terminated under the following conditions:

- a. Consent:** By mutual consent of both parties, and
- b. Termination For Cause:** As detailed within the attached HUD Forms. SAHA may terminate any and all contracts for default at any time in whole or in part, if the Proposer fails to perform any of the provisions of any contract, so fails to pursue the work as to endanger performance in accordance with the terms of the RFP or any resulting contracts, and after receipt of written notice from SAHA, fails to correct such failures within seven (7) days or such other period as SAHA may authorize or require.

- c. Failure to Fund.** SAHA may terminate any contract resulting from this RFP in whole or in part, if funding is reduced, or is not obtained and continued at levels sufficient to allow for the expenditure.
- d. Termination for Convenience:** In the sole discretion of the Contracting Officer, SAHA may terminate any and all contracts resulting from this RFP in whole or part upon thirty days prior notice to the Proposer when it is determined to be in the best interest of SAHA.
- A. Action Upon Termination.** Upon receipt of a notice of termination issued from SAHA, the Proposer shall immediately cease all activities under any contract resulting from this RFP, unless expressly directed otherwise by SAHA in the notice of termination.
- B. Remedies Cumulative.** The rights and remedies of SAHA provided under this section are not exclusive and are in addition to any other rights and remedies provided by law or under any contract.
- C. Rights Upon Termination.** In the event the contract is terminated for any reason, or upon its expiration, SAHA shall retain ownership of all work products including deliverables, source and object code, microcode, software licenses, and documentation in whatever form that may exist. In addition to any other provision, the Proposer shall transfer title and deliver to SAHA any partially completed work products, deliverables, source and object code, or documentation that the Proposer has produced or acquired in the performance of the contract.

XII. General Conditions

- A. Severability:** If any provision of this agreement or any portion or provision hereof applicable to any particular situation or circumstance is held invalid, the remainder of this agreement or the remainder of such provision (as the case may be), and the application thereof to other situations or circumstances shall not be affected thereby.
- B. Waiver of Breach:** A waiver of either party of any terms or conditions of this agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations, and agreements contained in this agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, obligation or agreement of either party.
- C. Time of the Essence:** Time is of the essence as to each provision in which a timeframe for performance is provided in this RFP. Failure to meet these timeframes may be considered a material breach, and SAHA may pursue compensatory and/or liquidated damages under the contract.
- D. Examination and Retention of Proposer's Records:** SAHA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three years after final payment under all contracts executed as a result of this

RFP, have access to and the right to examine any of the Proposer's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audits, examinations, excerpts and transcriptions.

- E. Right to data and Patent Rights:** In addition to other ownership & use rights SAHA shall have exclusive ownership of all, proprietary interest in, and the right to full and exclusive possession of all information, materials, documents, software, and all electronic data discovered or produced by Proposer and/or subcontractors pursuant to the terms of the contract, including but not limited to, reports, memoranda or letters concerning the research and reporting tasks of the contract. Both parties agree to comply with HUD Bulletin 909-23, which is the Notice of Assistance Regarding Patent and Copyright Infringement.
- F. Force Majeure:** Neither SAHA nor Proposer shall be held responsible for delays or default caused by fire, flood, riot, acts of God or war where such cause was beyond, respectively, SAHA or Proposer's reasonable control. Proposer shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK

EXHIBIT A
MINIMUM REQUIREMENTS

MINIMUM REQUIREMENTS
Cloud Based Communication and Collaboration
Cloud PBX/Phone System
Unified Communication as a Service

The Contractor shall provide a solution that meets or exceeds the following minimum requirements:

I. SPECIFIC REQUIREMENTS AND FEATURES

A. System Design

The solution shall have a robust administrative portal that can easily deliver configuration changes as business needs demand. This solution shall include but is not limited to providing call queue management, enterprise messaging and be able to demonstrate the ability to handle heavy call volume, online faxing, call conferencing, reporting and analytics.

The UCaaS solution shall include support and maintenance that includes software updates that keep the system current and up-to-date with the latest voip and communication technologies.

The UCaaS solution shall include disaster recovery with proven geographic redundancy and backup with SAHA data residing in the US.

The UCaaS solution shall provide standard features that can assist the SAHA to meet the following customer service goals:

- a. The ability to manage multiple queues to meet high call volume and meet mass letter campaigns
- b. The ability to route calls, setup difference menus for call routing to decrease hold times
- c. The ability to manage call volume with management to audit, record, monitor queues
- d. Provide dashboard ability to display metrics of Key Performance Indicators including but not limited to:
 - First call resolution
 - Average call handle time
 - Transfer rate
 - Agent Schedule adherence
 - Escalation rate
 - Abandon call rate
 - Call Volume forecasting based on daily, weekly or monthly trends

SAHA does not operate a fully staffed call center. While SAHA seeks a UCaaS system, the solution should not provide a full on call center solution. SAHA seeks a comprehensive UCaaS that includes but is not limited to the following main features: , Unified Communications, Softphone integration with Google on a Chrome OS or Chrome browser, Auditing and Reporting, sophisticated call routing with easy call menu management, voicemail, integrated video/audio conferencing, online faxing, screen sharing and SMS messaging and access by one phone number to all business communication.

The Contractor shall not offer a solution that requires on-premise hardware since SAHA is seeking a total cloud solution within a secure cloud environment. Software and hardware support shall be offered as part of the UCaaS. The Contractor's solution shall not require a client based installation on a Windows based machine. Access to the Contractor's solution

can be via HTTPS, web browser or via full integration and access from within Google GSuite Apps, Chrome OS or Chrome browser.

SAHA will maintain their current DID numbers and shall be transferable to the new system. One DID is desired to manage all communications per staff member, including SMS messaging.

SAHA is seeking to implement the UCaaS system in a hybrid environment that incorporates the SAHA mobile device inventory of 357 mobile phones with the ability to provide SAHA with access to all business collaboration and communication features through multiple endpoints and devices. The solution shall have the capability of providing access on any mobile device such as Iphone, Android, softphone access via Google, Ipad, tablet or PC with Chrome Browser and Chrome OS device, etc

The UCaaS system should be flexible and easy to use and must be able to adapt to the unique needs of SAHA business and have multi platform capabilities.

B. Architecture/Business Continuity

1. The hosting Core hardware such as processors, power supplies, hard drive systems, network interface cards, etc. must be redundant and fault tolerant to avoid single points of failure.
2. The ideal hosting provider will peer directly with broadband data carriers in the SAHA network.
3. The system(s) shall have a version of the manufacturer's operating software that has been released within the past fifteen (15) months.
4. The hosting solution must be capable of surviving the loss of any single critical component. Thus, the system must be designed to avoid a "single point of failure" with redundant core components in an "active/ active" configuration that includes duplicated power supplies and other required elements to eliminate system outage.
5. The carrier network connections from the hosted provider to the SAHA's corporate headquarters located at 818 S. Flores, San Antonio, TX must be over a deterministic network that can ensure call quality. SAHA must have the ability to choose between G.729 and G.711 codecs or better (if wideband codecs are available).
6. The solution must provide the ability to use an alternate route that will leverage the SAHA LAN data network to distribute calls to the users.
7. The solution must perform data backup and storage such that no data is lost in case of system failure.
8. The solution shall perform at optimum levels of service that are based on an SLA of 99.99% unless otherwise noted.

C. System Maintenance, Upgrades, and Diagnostics

1. The service must be provided so that routine maintenance procedures, troubleshooting, loading hardware and software revisions, patches, etc., may be performed without disrupting SAHA's service.

2. When the system detects a fault, notification must be provided to the SAHA if there is an interruption in service.

D. Systems Management/Administration

1. An access method is required so that trained SAHA staff can perform standard system software-based changes. The SAHA Administrators must have the ability to make adds, moves and changes as business needs arise.
2. The SAHA system administrator(s) must be able to “build” and modify station programming, routing rules, user groups, and other system features, and to print reports concerning such database information.

D. Dial Tone and Network Services

1. The hosted provider must extend inbound Automatic Number Identification (ANI) or Caller ID digits to the users.
2. ANI data must also be available to peripheral devices, including voicemail systems and analog extensions.

E. Security

1. To protect SAHA Data, Contractor shall follow the federal and state laws and regulations governing confidentiality of protected information. Contractor shall maintain a reasonable administrative, physical, and technical safeguards to protect SAHA Data within the meaning of the applicable federal and state laws.
2. Contractor will deliver data at every layer of the architecture to include but not limited to: physical, network, host, data, application, business process and SAHA Enterprise architecture. Contractor will ensure the use of TLS at the hosting facility for every server that manages SAHA data. SRTP (Secure Real-Time Transport Protocol) will encrypt all endpoints from point-to-point for all devices, mobile app and softphone client. Physical security will include secured badge access, retina scan or finger print access to facilities hosting data. Employees with access to hosting facility shall be properly vetted. Firewalls, intrusion detection systems and other perimeter defense appliances will live in the hosting facility to defend the perimeter. Administrative access to servers running SAHA data, applications and phone systems will require multiple levels of authentication. Hosting operations will have hard threat handling and 24 hour monitoring. As a part of the Services, Contractor is responsible for maintaining a daily backup of SAHA Data for the orderly and timely recovery of such data in the event of any corruption, loss, or interruption in Service. Contractor shall also maintain a confidential disaster recovery plan to provide for the prompt recovery of data following any interruption in Services. Backups will also be encrypted.
3. At least annually, Contractor will obtain and maintain industry standard ratings of trust equal to such companies as salesforce, Dropbox and DocuSign. Upon request, Contractor will provide copies of the most recent security audit and compliance reports to SAHA within fifteen (15) days of such request.

F. Telephony Features

The core telephony solution must provide, at a minimum, the full range of features resident in current state of the art PBX systems. This would include common telephony capabilities such as, but not limited to:

- Basic features of hold
 - Transfer, redial, park, pickup
 - Call forwarding outside system with return (sometimes called single number reach with one mailbox)
 - Distinctive ringing
 - Menu Driven Routing
 - Time of Day Routing
 - Emergency Scheduled Routing
 - Intuitive User Experience
 - Round Robin to any extension Logged in right group
 - Multiple hunt group
 - Hunt Group to extensions logged in
1. The new system must support a call history log with the ability to launch a callback from the history log, as well as export the log, including Caller ID.
 2. It is desired to have the call history log on the phone as well as the softphone Google Integrated app or plugin.
 3. The new telephony system must be able to interface to zone paging systems
 4. The solution must provide advanced emergency call capabilities such that the location of all devices, including IP phones, are associated with either a switch port, an IP address, or some other controlled location identifier. This location information and the related user information should be maintained in a database that accommodates automatic updates to the PSAP database when a device/user is moved.
 5. Auto Attendant: The solution should allow for multiple phone tree setup and configuration that automatically adjust on a pre-set schedule. Other Auto Attendance features desired are as follows:
 - a. Ability to configure auto answer at designated extension for each property or department than can be directed to any phone number on mobile device or DID number on phone system
 - b. Caller access to employee directory to dial by name
 - c. Ability to provide nested options and play different types of announcements
 6. The solution must have an administrative portal that allows for easy configuration of all telephony features plus adds, moves and changes.

H. IP Desktop Requirements

The new system architecture must support a blended desktop environment as follows: Desktop Windows 7 and 10 Dell and HP PC Desktops, MAC laptops, Dell and HP laptops running Windows 7 and 10, Chromebooks running Chrome OS, mobile Iphone and Android phones, Ipads, tablets running Windows, IOS and Android OS:

1. Some locations will have IP transport to the voice network separate from the internal IP data network. The endpoints at this network must interface with the existing Cisco switches and do not need to support secondary data ports.
2. Other locations will have IP transport to the desktop that supports both voice and data communications via a single gigabit ethernet channel. The endpoint must support layer 2 switching to provide connectivity for the PC's network interface card as well as the provided telephone instrument.
3. IP sets must be compatible with the 802.3af (Power over Ethernet) Industry Standard and shall include standard electronic power supply.
4. The solution shall include electronic IP sets with the capacity for a minimum of two extension lines plus programmable buttons and a hands-free full-duplex speaker phone.
5. The sets are to be designed so that the users have the option to answer a second call to their personal extension number before the call routes to alternate answering points, such as voice mail.
6. Some of the programmable buttons are for features that do not have a fixed button; "Context-sensitive" soft-keys may be substituted for this requirement.
7. It is desired that the phones use an LCD designation (paper-less) of all telephone set buttons.
8. An "Operator" software tool should be provided for the receptionist with the ability to see user extension status or presence, and allow for full PC-based control of the functions such as answer, transfer, hold, etc.
9. The service should support a variety of IP sets; describe the IP sets available with the solution and provide pictures and fact sheets.

I. Telephony Functional Requirements

1. This section identifies requirements outside of the common telephony feature set which must be included in the solution.
2. SMS text Messaging through the Google Gmail Softphone interface
3. If part of the manufacturer's product line, the SMS Messaging solution must be capable of logging, recording, and archiving messages.
4. For those users where a camera is part of their desktop setup, SAHA wishes to include desktop video as an option to make video phone calls through the use of Google Hangouts, Google Calendar, or similar technology.
5. Online Faxing. Faxing should be part of the Google GSuite app, Chrome OS, and/or Chrome Browser integration. Online faxing should allow for the user to send/receive faxes from Google Gmail application using DID number as an identifier or email address. Use of Google Docs (WORD) should allow for the creation and use of SAHA fax cover sheet templates to send business faxes via Google Docs or Google Gmail applications.

J. Desktop Interfaces

1. SAHA requires the ability to use a Google GSuite apps, Chrome OS or Chrome Browser based call control Softphone that acts as a Plug in, extension or interface. The Softphone shall work in conjunction with the physical telephones. Please provide a narrative of desktop interfaces as it pertains to Google access from Google GSuite apps, Chrome OS or browser. Also provide specific designations that identify specialty areas of focus and capability.
2. The Google GSuite Apps, Chrome OS or Chrome Browser based call control Softphone should include, at a minimum, mouse controls of features, keyboard access to telephony directories, "click to dial" features including recognizing a telephone number within a document or web page displayed on the screen, call logs, one-click to activate record on demand (for those that are authorized), call conferencing, transfers, call holding and other common features found on a physical phone.
3. SAHA requires the capability for a significant number of users to use the Google Chrome OS and/or browser as a fully functional soft-phone without any associated telephone set.
4. The system should support integration with the contact lists from Google mail.
5. The system should support the ability to send SMS messages from the Google GSuite Apps, Chrome OS, Chrome Browser based call control plug in or Softphone extension
6. The system should support the ability to receive voice mail message in Google Gmail inbox with associated audio file attached or linked with easy ability to review voicemail message and download.
7. For ease of integration to the softphone with Google GSuite apps, Chrome OS and/or Chrome Browser, please include in your submission the ability to use Single Sign On capabilities.

K. Mobility

1. The system must extend office telephone system features to mobile employees, both onsite and offsite.
2. At a minimum, the solution submitted should include the integration of desk phones with cell phones (single number) and the ability to bridge calls (simultaneous ring) while maintaining only one (system) mailbox.
3. The system should also allow for a mobile client for the various client devices, including cell phones, tablets, etc.

L. Teleworkers (optional requirement)

1. The system must support telecommuting as an option for some employees.
2. The system should allow the telecommuting employee to have full functionality at their remote location using the device of their choice. Flexible deployment options to accomplish this must be described.

M. Video/Audio Conferencing and Collaboration

SAHA wishes to incorporate a full conferencing suite into the complete solution.

1. The system must provide ad-hoc conferencing for up to six parties per call, and up to 10 simultaneous conference calls. Ad hoc call conferencing should be available from each phone, mobile device and softphone with Google Hangout or similar type of technology. This capacity is in addition to the conference bridge requirement described in.3 below.
2. Google Meet or like products for online video conferencing for up to 25 or more parties is also desired. The use of this type of technology should provide at the very least up to 25 parties to participate in different ways, such as: join by link, toll free phone number or the like with unique access codes. If this is not part of the core system capability, the system should be configured to support up to 10 simultaneous six-party Google Meet or similar technology. If the ad-hoc conferencing and this limited Google Meet or hangout conference uses the same internal resources, the capacity required is a total of 10 simultaneous six party conferences for the combined two methods of conferencing. This capacity is in addition to the conference bridge requirements described in 3. below.
3. The solution should include integrated access to a conference bridge service for larger Phone/Google hangout/Google Meet conferences – capable of supporting up to 10 users on a single conference call and up to 100 total simultaneous conference participants for all active conferences. The system shall also provide the ability to host collaboration features similar to Google Hangouts and Go To Meeting, including the option for video, on the proposed bridge for the same number of participants. This includes screen sharing and online presentation options.
4. The conferencing solution should support dynamic allocation of the conferencing ports.
5. The conferencing solution must provide easy scheduling of conferences via the Google Softphone and/or interface with Google calendar and have the ability for self-service setup of video, audio and/or meet me conferencing by departments and individuals.
6. Please describe the conference phone or conference solution to include but not limited to:
 - a. Conference phone should demonstrate high quality microphones with the ability to provide coverage for a 10 ft. by 20 ft. room
 - b. High Quality speaker to project far end conversation in an average sized conference room
 - c. Advanced Echo cancellation
 - d. Advanced cell phone shielding from interface
7. The video/audio conferencing solution should integrate with Google hangouts and google meeting hardware and desktop configurations.
8. The system must allow for point-point video calls between users.
9. The system must allow for multi-point video calls between users. Ideally there are options for ad-hoc, rendezvous or Google Meet, Google hangouts video conferences, and Google calendar for scheduled conferences.

10. When bridging resources are shared with other customers, the solution must provide an architecture that ensures security of the video calls so no 'eavesdropping' can occur, accidental or otherwise, by other customers.
11. The proposed solution must provide support for guest access outside the agency network, for mobile guests or teleworkers. The solution must provide different types of ability to join meetings, either online, via a local or toll free number with unique access codes.

N. VoiceMail / Unified Messaging

1. The system must be able to allow users to easily transfer active calls directly to another user's voicemail box, bypassing the user's telephone, when appropriate.
2. The system must allow for users to have their choice of basic voicemail, integrated messaging, or unified messaging.

O. Call Management Center

Business and Technical Requirements. This section identifies requirements outside of the common contact center feature set.

1. The proposed solution must provide standard contact center capabilities. The SAHA is seeking standard offering of contact center tools that come with the standard license agreement. If premium licenses or advance capabilities are available they will be considered for a possible phased in approach of premium contact center capabilities. Although all capabilities may not be implemented immediately, the solution must include the following:
 - a. Multimedia routing (voice, email, fax, SMS)
 - b. Customer Representative and supervisor administrative portal
 - c. Real-time and historical reporting
 - d. IVR
 - e. Quality Monitoring and Recording
 - f. Intuitive User Interface
2. The contact center must be able to easily transfer calls to and from the standard telephony system users.
3. The system must support third-party software integration to enable applications such as Screen Pop from SAHA databases including but not limited to SQL based Customer Management System databases.

P. Routing of Calls

1. The system must have flexible rules-based routing, easily customized by administrative staff at the SAHA.
2. The system must be capable of skills-based routing.
3. Customer Service Reps need to be able to service multiple queues, with a clear indication of queue status.
4. Solution must provide queuing with the ability for customized on-hold messages.

5. Calls delivered to a logged out agent must be re-routed with priority to the front of queue.
6. Calls transferred from an offsite property office or other SAHA site should be identified as such, including the name of the property. This information should also be captured for reports.

Q. Customer Service Representative Tools

1. The Customer Rep computer must be customizable for the group where it is deployed.
2. The display must provide real-time individual and group statistics, queue status and threshold alerts.

R. Supervisor/Manager Tools

1. The Manager/Supervisor must be able to view and/or display real-time individual and group statistics, queue status and threshold alerts via administrative console, dashboard or individual computer.
2. Supervisor views should incorporate data from multiple sources including the various modules and tools used to process and manage calls.
3. Supervisors must be able to react to events and re-allocate resources, including announcements, via the on-screen tool.
4. Announcements must be easy to change, allow for pre-recording of scripts and be administrable by authorized supervisors. Announcement and greetings must be easily changed remotely as business needs arise.
5. Supervisors/Managers must have the ability to create, edit, or delete agent accounts.
6. The proposed system must have the ability to automatically log staff out under user defined conditions.

S. Reports

1. Reports must provide a real-time and historical view.
2. Reports should include access to all raw data for 120 days.
3. Standard and historical reports should be available for 15 months.
4. Reports must include at a minimum the following analytics based on the following statistics:
 - Number of calls in queue
 - Length in queue
 - Average speed of answer
 - Abandoned and “zero out” calls and time of abandonment
 - Peak traffic (by time of day, day of month, etc.)
 - Statistical report summaries in 5-minute increments

- Calls forwarded to voicemail
 - Calls transferred in versus direct dialed (and where from)
 - Calls transferred out (and where to)
 - Calls by transaction, busy, and idle codes
 - Incoming route identification
 - Calls offered/handled/abandoned
 - Average hold time
 - Average delay
 - Work/not ready time
 - Talk time
 - Average calls per hour
 - Calls and time on outbound calls
5. Reports must be easy to customize by SAHA.
 6. The system must provide the capability to print reports to any local or network-connected available printer and export or save the reports in a variety of file formats.
 7. The system must provide the capability to display live analytics via Dashboard or wallboard option for Supervisor/Manager Monitoring.
 8. Reports and analytics must be part of the standard license. Please describe the reporting capabilities available through the standard license offering or as a standard part of the solution.

T. IVR Capabilities (Optional Requirement)

SAHA wishes to implement an Integrated Voice Response (IVR) system to provide call handling functions that span multiple departments as well as serving as a “front door” to the call management center. Departments outside of the call management center may also utilize the IVR for self service options. The IVR components will be considered a preferred feature unless components of the IVR capabilities come with a standard offering and is part of the standard licensing. The SAHA reserves the right to implement the IVR capabilities at a later date.

1. The system must be capable of voice recognition for basic commands such as Yes, No and other simple words or pre-determined phrases and also accept touch tone responses in the prompt (i.e. “Please say or press 1”).
2. The system should be capable of adding natural language speech recognition.
3. The system should be capable of multiple languages and provide SAHA with the ability to add languages as required.
4. The system should be fully integrated with the core telephony system, call center software, and the SQL based SAHA Client Management system and be able to incorporate report details from each to produce cradle to grave reports.

5. The system must be easy to administer by SAHA and provide GUI front-end tools for scripts and configuration changes.
6. The system must be capable of collecting ANI information used for routing rules.
7. The system must be capable of providing callers with an accurate Estimated Wait Time and be capable of scheduled call back feature where callers can leave a message in lieu of holding.

U. Call Recording / Quality Monitoring

1. The system should be capable of scheduled call recording for quality monitoring purposes or recording all calls.
2. The system should capture and store recordings at the hosted equipment site.
3. The call management center and quality monitoring capability of the system must include a synchronized screen capture of the agent's PC activity, including the ability to screen scrape over multiple monitors. Playback of voice and screen scrape must be fully synchronized and automatically linked in playback through a single supervisor/review tool.
4. The system must provide the ability to retrieve calls by user defined parameters such as by Customer Service Representative, for defined intervals, or by specific queues, etc.
5. The system should be capable of providing evaluation and coaching tools.

I. GENERAL REQUIREMENTS AND PROCESS

A. User Experience:

1. Contractor shall include an easy to use system with an easy Google GSuite apps integration that is easily accessible by a Google Chrome OS or Google Chrome browser extension.
2. Contractor shall provide a system design that will deliver a communication and collaboration components that deliver a better SAHA customer experience.
3. Contractor shall utilize new cloud technologies available for delivering UCaaS solutions that integrate with Google GSuite apps, Chrome OS, or Chrome Browser.
4. Consideration for a diverse audience of our clients with primary user experiences that will access this system. Potential applicants, public housing residents, Assisted Housing Program clients, Section 8 landlords, SAHA employees, potential and current vendors will access the system.
5. Contractor shall submit an easy to use administrative portal that will allow for the SAHA staff to configure easily to meet our business needs to be nimble and creative with the ability to easily manage the call management center, access voice mail options and manage call queues.
6. Contractor shall submit a creative responsive system that is easy to access by the hearing impaired and is ADA compliant.

7. Contractor should demonstrate the experience and ability to build greetings, announcements, menu routing that can be easily translated to English and Spanish.
8. Contractor shall describe the ability for SAHA to access for SAHA development team for possible future IVR (Interactive Voice Response).
9. Contractor shall provide, at minimum, reporting and auditing for the purpose of gaining insight as to the behavior and use of the new SAHA phone system and call center management.
10. Contractor shall provide its company privacy policy as it relates to the sharing of SAHA data and the privacy of SAHA data.
11. Contractor shall describe its exit plan for both electronic data housed on servers hosted by Company and paper documents shared during the course of business. This shall include a narrative describing Respondent's exit strategy in the event of Respondent's bankruptcy, shutdown or commercial inability to provide the cloud solution.
12. Using a demonstrated project management methodology the Respondent should be able to provide a reasonable expectation as to when the project will be installed, configured and system tested. Reasonable assumptions of timing for user testing and iterative development and/or configuration could depend on SAHA feedback and requirements.
13. Testing and a comprehensive testing script should be part of the project implementation timeline.

B. Pre Installation:

1. Contractor will work with SAHA Project Manager to ensure all provider services are in place and tested prior to implementation.
2. Contractor and SAHA Project Manager will conduct meetings with departmental representatives as needed.
3. Contractor will work with SAHA resource to collect, compile, and validate information for call management center customer service representatives and managers/supervisor.
4. Contractor will assist with the design of any templates or baseline image based on specific needs of customer service representatives and managers/supervisor.

C. Call Management Center Requirements

1. Contractor will meet with designated Customer Service representative to determine call flow design, routing rules and specific setup requirements for agent and manager/supervisor.
2. Contractor will compile and document call management center configuration, setup and design including but not limited to:
 - Routing rules
 - Customer Service Representative Capabilities
 - Manager/Supervisor capabilities

- Customer Service Representative and Supervisor/Manager PC client or Google GSuite apps
 - Access to real-time and historical reports
 - Design of standard and any required custom reports
3. Contractor will validate and document Call Management center setup and design.
 4. Contractor will compile, validate and configure agent and supervisor queue and skill assignments, if applicable.
 5. Contractor will configure queues and skills-based routing, if applicable.
 6. Contractor will upload and assist in the SAHA Client Management system and the Call management center programming into system.
 7. Contractor will work with SAHA technical staff to configure and deploy Customer Service Representative and supervisor/manager desktops.

D. Project Management:

1. A project manager or account manager shall be dedicated to SAHA for the duration of the project implementation.
2. A project manager shall be assigned to the project and be responsible for communications, including status reporting, escalation of issues. In general he/she ensures the project is delivered within budget, on schedule, and within scope.
3. If a Project manager or account manager should need to be replaced during the project implementation the successor should be familiar with the SAHA project timeline and requirements.
4. Project Management tools should be leveraged to track tasks, deliverables, assignments, and all of the associated deadlines and milestones. During the development phase of the review of the implementation project plan, project meetings can be held via phone conference/hangout on a weekly basis with all project stakeholders. As customer installation, implementation and testing begins and the go-live date approaches, these meetings will increase in frequency. During these meetings, the project manager should review the current project status and timeline to address the status of any open issues.

E. Implementation:

The Contractor is responsible for comprehensive project management services that include the ability to define and offer what are considered industry best practices for the implementation of a hosted solution of this scope, and that address the expectations of both the Contractor and SAHA. The Contractor shall include project controls and processes that will ensure a smooth implementation.

F. Installation Coordination:

Contractor shall be responsible for the following:

1. Contractor shall work with SAHA Project Manager to determine site installation of any required equipment, deployment schedule, cutover plan, and coordination of any required equipment delivery. Cutover work will need to be carefully scheduled and performed with minimal disruption to SAHA operations. Submission shall include any weekend cutover time as needed for the project cutover.
2. The Contractor shall assume all responsibility for delivery, installation, and testing of all Contractor or third party Respondent-supplied onsite equipment.
3. Contractor shall test and verify ACD queues and auto attendant or skills based routing.
4. Contractor shall test and verify call handling patterns including announcements and prompts.
5. Contractor shall test and verify Disaster Recovery (DR) failover and recovery.
6. Contractor shall test and verify trunking, standard and alternate call routing and inbound and outbound dial plan.
7. Contractor shall test bandwidth for call quality of Service delivery.
8. Contractor shall test connectivity from the SAHA main office located at 818 S. Flores, San Antonio, TX to Contractor hosting facilities.
9. Contractor shall provide cutover coordination and support that includes the following:
 - a. Contractor Project Manager shall work with SAHA Project Manager to determine timeline and schedule for migration to new system.
 - b. Contractor shall provide onsite and remote (as needed) resources to support migration schedule.
 - c. Contractor shall provide resources for (3) days of onsite business support following cutover

G. Post Installation Test and Acceptance

Contractor minimum requirements include:

1. Contractor shall supply adequate resources for all post-cutover issues including training, knowledge transfer, troubleshooting, and user programming adjustments.
2. Contractor shall work with SAHA resources to conduct and document test acceptance and site sign off.

H. Documentation

Contractor Documentation minimum requirements include:

1. Contractor shall provide SAHA with documentation compiled during the course of the project.
2. Contractor shall provide final as-built documentation including, but not limited to:
 - a. Detailed system configuration settings
 - b. End user, agent and supervisor profiles

- c. Call Management center configurations
- d. Call flow documentation

3. Contractor shall provide a description of ongoing support resources available to SAHA post installation. For example: knowledge base, website, trouble tickets, user guides, web based training, etc.

I. Reporting and Monitoring:

1. Contractor shall provide reporting or reporting tools for the purposes of managing the call volume, customer representative call management behavior, holding patterns and any other analytics that can be delivered to the SAHA in a meaningful and useful format.
2. Reporting tools shall be easily accessible and made available to answer questions of usage, user community behavior patterns, etc.
3. Monitoring tools for the purpose of call management.
4. Contractor available “canned” reports will be considered but a process of creating, managing and ability to filter or organize data in a customized way is preferred.

J. Software/Hardware/Backup requirements:

1. Minimum system requirements are provided below in Exhibit C, Table 1.
2. The Contractor shall not offer a solution that requires on premise system hardware since SAHA is seeking a total cloud solution within a secure cloud environment. Software and hardware support should be offered as part of the UCaaS solution. The Contractor solution should not require a client based installation on a Windows based computer or Apple Computers. Access to the Contractor solution should be via HTTPS, Google GSuite Apps, Google Chrome web browser and/or Google Chrome OS.
3. SAHA does not install or use Microsoft browser by default. The SAHA default browser is Chrome for both MAC and PC desktops/laptops. Safari is the second browser allowed, with Firefox as third option.
4. All server software used by the hosting facility shall be managed, updated and supported via the UCaaS solution.
5. Disaster Recovery, business continuity, redundancy and backups shall be part of the Contractor solution. The Disaster recovery solution shall be a minimum of 4 hours downtime in the event of a disaster. Preferred disaster event recovery for the Cloud solution shall provide system availability to SAHA within 1 hour or should be seamless to the user.
6. All servers hosting SAHA data shall be TLS compliant and be compliant and up to date with all the latest in cloud security audits. All system patches shall be kept up to date and status of patch updates shall be available to SAHA upon request.

K. SLA for UCaaS delivery:

1. The Contractor must provide a Service Level Agreement (SLA) that addresses the following:
 - a. Latency
 - b. Packet Delivery
 - c. Response Time for Repair
 - d. Alarm Response
 - e. Definition of major or minor alarms
 - f. Monitoring for carrier local loop
 - g. Monitoring for any on-premise equipment
 - h. Security Protection of SAHA data
 - i. Frequency of Software updates
 - j. Policy for Software patches

L. Training:

1. The Contractor should supply a training methodology that has proven success of acceptance and understanding from user staff, call management and IT perspective.
2. SAHA call management supervisors and customer service representatives may require training on the functionality of the system or admin portal. SAHA Innovative Technology staff will require to be trained on the administration, configuration and functionality of the systems. SAHA development staff may require training on the providing reports for dashboard as wall boards as available to the system. User Security and access should be available to manage access.

M. Mobile and Google Integration Requirements:

1. The Contractor solution should include mobility and accessibility from any device such as tablet, iPad, android phone, or iPhone.
2. Softphone integration should not be installed or reside on a client PC or MAC computer. The minimum requirements for the Google integrations are as follows:
 - a. Ability to create, manage and send SMS texts
 - b. Ability to perform the sending and receiving faxes. This should include the use of Google Docs (word) to use Google Docs fax templates to send faxes. The SAHA staffs should have the ability to manage send/receive fax correspondence within the Gmail inbox and sent items box.
 - c. Softphone telephony interface that is accessible via the Google GSuite of Apps, Google Chrome OS and/or Google Chrome Browser.
 - d. Audio/video conferencing that works in tandem or with Vendor Solution and/or integrates with Google hangouts.
 - e. Google Calendar integration for meeting scheduling and adhoc call conferencing.
 - f. Ability to make calls from Gmail inbox.
 - g. Ability to access common telephony features from Softphone interface.

- h. Ability to deliver and/or transcribe voicemail to Gmail inbox.
- i. Ability to play voicemail via Gmail.
- j. Ability to forward voicemail to internal/external recipient.
- k. Transfer and forward phone calls from softphone Google GSuite Apps interface.
- l. Ability to sync deleted messages with phone system.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK

**Exhibit C
Evaluation Questionnaire
Table 1**

For the purpose of evaluation, Respondents shall complete the following “Exhibit C- Evaluation Questionnaire” and include it within their Proposal.

(To be submitted in Tab 6)

Exhibit C Requirements					
Minimum Requirements		Y/N	Standard License Feature	Premium License Feature	Notes
1	Standard System Requirements				
a	Feature Rich Admin Portal				
b	Cloud PBX and UCaaS Services				
c	Auto Attendant				
d	Robo Calling Ability				
e	Menu Routing				
f	Historical Call Reporting and Audit Ability				
g	Call Recording				
h	Google Gmail Integrated Faxing				
i	Ad hoc Audio call Conferencing				
j	Ad hoc Video Call Conferencing with Google hangouts				
k	Audio/Video Meeting Integration with Google Calendar				
l	GSuite Apps Integration				
m	Gmail integration				
n	SMS Texting from integrated SoftPhone application				
o	SoftPhone extension with total integration with Google GSuite apps				

Minimum Requirements		Y/N	Standard License Feature	Premium License Feature	Notes
p	Enhanced Call forwarding				
q	Music On Hold/ Messaging On Hold				
r	Quality Dial Tone				
s	International Dial Tone				
t	Caller ID/ Call Screening				
u	Multi Call Handling				
v	Standard PBX/Voice Mail features				
w	Manage voice mail messages via SMS or Gmail				
x	WAV or other type of voicemail transcription delivered via SMS or to Gmail inbox				
y	Message Storage				
2	Phone Instrument Requirements				
a	Ability to provide different endpoints for different needs				
b	Standard Dialing, volume, Mute, Hold and programmable buttons				
c	Support at least 4 extensions/Apearances				
d	Redial and Call History availability				
e	LCD Screen (can be Black and White)				
f	Prominent Voice Mail Indicator				
g	Support Power Over Ethernet (802.3af) via Network Switch				
h	Ability to use 10/100/1000 Ethernet Connections				
i	Support Full Duplex speakerphone capabilities				

Minimum Requirements		Y/N	Standard License Feature	Premium License Feature	Notes
j	Caller ID with Name				
k	Ability to transfer and forward calls to other devices, voice mail and mobile phones				
l	Call Pickup				
m	Easy access to call logs and call history				
n	Ability to incorporate corporate directory				
3	Phone conferencing, physical phone conferencing and Digital meeting				
a	High Quality Phone instrument with high quality microphone with ability to deliver executive call conferencing in a 10ft X 20ft room				
b	Advanced Echo Cancellation				
c	Advanced Cell phone Shielding from Interference				
d	Audio/Video call conferencing using softphone, Google Hangouts or other Audio/Video Call conferencing Meeting setup for digital calling without physical phone needed.				
e	Unlimited or high maximum number of simultaneous call in participants.				
f	Screen Sharing and presentation controls for online meetings				
4	Monitoring Reporting and Analytics				
a	Agent Detailed Reporting				
b	Call Detail Reporting				
c	Call Center Type Reporting with ability to monitor and manage calls on hold, in queue, etc.				
d	Live Analytics and Metrics via Dashboard				
e	Wallboard option for Supervisor monitoring				

		Minimum Requirements	Y/N	Standard License Feature	Premium License Feature	Notes
	f	Standard call management features without the need for full on call center license				
5		Unified Communications				
	a	Ability to receive calls on Multiple end points				
	b	Ability to swap endpoints on Active calls				
	c	Ability to receive voicemail at all endpoints				
	d	Ability to forward voicemails and calls to all endpoints internally and externally				
	e	Ability to use Google hangouts and calendaring at all endpoints				
	f	Ability to set primary, secondary numbers				
6		Mobile, Softphone, Google Integration, Online Faxing				
	a	Softphone integration with capability of running from Chrome OS and/or Chrome Browser				
	b	Easy User Interface Session and Experience				
	c	Ability to record sessions				
	d	Ability to archive sessions for management review				
	e	Mobile access to Softphone app from any mobile device				
	f	High Quality delivery of voice quality				
	g	Assigned DID number should also act as fax number				
	h	Send/Receive faxes via Google Gmail				
	i	Compatible with Google Gmail				

7	Cloud Hosting and Cloud Security				
a	Is Company able to offer cloud hosting as primary provider of cloud solution?				
b	Is cloud hosting platform a public cloud?				
c	Is cloud hosting platform a private cloud?				
d	Does Company participate in SSAE 16 compliance audits?				
e	Are Compliance audits current as of 2017?				
f	Does company offer continuous server side scan on a regular schedule?				
g	Does Company provide blacklist monitoring?				
h	Does Company utilize cloud firewall technologies to block malware, spam and intrusions				
i	Does Company have a separate Cloud SLA Agreement?				
j	Will All SAHA data reside in the United States?				
k	Is it part of the standard service delivery to notify clients when data is moved outside of the United States?				
l	Are daily full server backups part of the backup strategies?				
m	Is business continuity part of the cloud services?				
n	All servers necessary to run the application located in the same zone, city, state or county?				
o	Does Company have a standard exit plan for all digital files saved on Company cloud services?				
p	Does Company have an exit plan for all digital files to be returned in the event of unplanned end to the contact?				
q	Does company have an exit plan for all paper documents shared during the course of doing business?				

	Minimum Requirements	Y/ N	Standard License Feature	Premium License Feature	Notes
r	Is company willing to make assurances in writing that Company will notify SAHA as soon as breach of data is detected.				
s	Does Company have insurance for security breaches?				
t	Does Company have action plans for security breach that include a communication strategy?				
u	Can Company provide standard operating procedures that detail how authentication, access and control management is handled?				
v	Does Company use SFTP for file transfers?				
w	Does Company provide standard encryption in transit and in state of rest?				
x	Is TLS installed at all levels of the server infrastructure?				
y	Does the Company own the hosting facility as part of the cloud services offering?				
z	Does Company use a third party vendor to act as an part of the hosting solution?				
8	Support and Maintenance				
a	Does Company provide a separate Cloud support and maintenance agreement and system support and maintenance agreement?				
b	As part of the standard maintenance and support agreement, does company monitor network performance and uptime?				
c	As part of the standard maintenance and support agreement, does company monitor network performance as it relates to bandwidth availability and performance?				
d	Can Company provide a server security patch management plan or schedule?				

	Minimum Requirements	Y/N	Standard License Feature	Premium License Feature	Notes
e	Does company provide Grid FTP and SSH server performance and uptime?				
f	Does the standard SLA agreement identify after hours POC				
g	Does the standard SLA agreement identify after hours response time and availability?				
h	Does the standard SLA identify severity levels as standard practice?				

9	Auto Attendant				
a	Ability to dial by name to lookup employee extension and mobile phone number from company directory				
b	Capability to provide nested options to play customized announcements that direct calls				
c	Call Routing - one DID per SAHA property and ability to route call to any physical or mobile device				
d	Various tables/Option capability				
e	Ability to adjust recordings based on time of day				
f	Ability to override all messages to record announcements in the event of an emergency or office closing, etc.				
g	Administrative portal to manage and easily configure system options in accordance to business demands				
10	Call Management Center (non - contact center)				
a	Allow for multiple phone tree options that can				

	automatically adjust to a pre-set schedule				
	Minimum Requirements	Y/ N	Standard License Feature	Premium License Feature	Notes
b	Menu Driven Routing				
c	Time of Day Routing				
d	Key Performance Indicators for call management				
e	Intuitive User Interface or User portal				
f	Provide multiple call handling features				
g	Provide multiple call routing features				
h	Ability to provide message waiting and messaging for different types of hold				
i	Ability to provide periodic updated information while on hold				
j	Ability to provide a call back number				
k	Ability to provide customizable music on hold and informational recordings				
l	Round robin capability to any extension logged into the right groups that are logged in				
m	Ability to program multiple hunt groups				
n	Hunt Group to extensions logged in				
o	Seamless Call Transfers				
p	Supervisor/Manager monitoring				
q	Call recording monitoring and storage				
r	Ability to manage system functionality via admin portal				
s	Hearing Impaired Options/Interface				

Specific Questions:

A. Business Continuity/Architecture

1. What is the manufacturer of the core solution? Identify any other manufacturers' products used to create the total solution. Does the Respondent own the total proposed solution?
2. What is the relationship between manufacturer and Respondent? What support services does the manufacturer provide to the Respondent?
3. Is the core service a dedicated instance of the system, or is the service provided strictly as a service where all users are tenants of a single shared platform?
4. Describe any events that would result in a "failure" of the system and require a restart, re-registration, database load, etc., to return to a fully operational state. How long does the recovery take?
5. Do you provide a geographically separate backup data center site? Are the system elements accurate copies of the current system, hot-standby (define), or will a failover maintain the entire operation without users and callers being able to tell? What happens to calls in progress, calls in queue, etc.?
6. What are the survivable options if the link(s) to the data center fails? Can the end users still dial an emergency call (such as 911 in the U.S.)? Does the proposed solution offer local telephony survivability in case the link to the service provider fails?
7. What are the documented service uptime statistics? Provide details on the root cause of any service interruptions over the past two years.
8. What is the minimum requirement of bandwidth needed at the SAHA Central Headquarters located at 818 S. Flores, San Antonio, TX to communication and connect with hosting facility to deliver all services in the solution?
9. What is the minimum requirement for bandwidth from hosting facility to deliver call conferencing, standard telephony services, online faxing and contact management center capabilities?

B. Dial Tone and Network Services

1. What type of network interconnection from the data center to the SAHA sites is included in the proposal? Describe, including if it is point-to-point, via Multiprotocol Label Switching (MPLS), or via a VPN on a standard Internet link.
2. Are you a carrier that can deliver both the UCaaS services and telephony and network services?
3. If the answer to number 2 above is "no," which carriers are available for the network link, and do these carriers require a separate contract or is it a bundled service?
4. For mobile staff and small sites, are Internet-based VPN options available to deliver telephony and collaboration services?

5. Which carriers are available for Internet-based connections, and do they have direct peering arrangements with your preferred Internet carrier?
6. Do the carriers available at the data center have physically separate redundant paths for the local loop?
7. Can the data center route the traffic over more than one carrier in the event of a failure in the primary carrier's service?
8. How is call quality ensured (including Quality of Service [QoS] options and VLANs)? Define how you establish and support QoS to ensure that real-time communications are prioritized.
9. Are the inbound and outbound telephone call traffic merged with the phone traffic from other customers at the data center and using shared telco facilities? If so, how do you engineer the network to ensure that a surge in volume from other firms does not prevent the SAHA calls from being completed?
10. If the answer to number 2 above is "no," which carriers are available for the dial-tone component of the service, including toll-free services?
11. What is the geographic coverage available for free calls (local to SAHA) and toll calls?
12. For calls charged as long distance and inbound toll-free calls, what are the rates per minute, the billing increment, and the minimum charges? Are these costs part of your billing, or is a separate agreement and invoice from the long-distance carrier needed?
13. Does solution offer toll free services?
14. Please describe any other fees that may be associated with the solution.

C. Security

1. How is physical access to the data center(s) controlled?
2. Describe the written policies, procedures, and methods for ensuring security.
3. Explain how you maintain compliance with applicable rules & regulations (such as PCI, HIPPA, SOC, etc.)
4. Do you provide a written Service Level Agreement that covers security concerns, risks, and liability coverage?
5. Do you provide encryption of all stored data?
6. Can all media packets (voice, video, SMS, etc.) in transport be encrypted?
7. Who has access to the de-encryption keys?
8. What types of operating systems are running on the servers in the hosting facility and how do you secure them from exploits and threats?
9. What is in place to prevent device-level exploits? This should include any locally installed gateways, data-storage devices, and the telephones.

10. What type of security exists within the applications to prevent abuse and malicious activities?
11. What security measures are in place to grant access to authorized SAHA staff that needs to access the system's management tools?
12. How do you protect the services from standard IP vulnerabilities, including denial-of-service attacks?

D. Mobility

1. What mobile operating systems do you support with a mobile client and identify what costs exist (if any) to obtain or use such apps?
2. What mobile security do you provide when accessing the software solution for mobile devices?

E. Teleworkers

1. How is call quality assured for remote workers?

F. Voicemail/Unified Messaging

1. What are the standard unified messaging features available and how do they work such as:
 - a. Customizable music on hold or informational on hold recording functionality.
 - b. Messaging ability to provide caller with approximate wait time.
 - c. Ability to forward voicemail message to another extension.
 - d. Ability to forward a voicemail or call to external mobile phone extension.
 - e. Ability for user community to set their own multiple greetings with individualized name.
 - f. Ability to provide SMS or email notification of the arrival of new voicemail.
 - g. Ability to configure voicemail notification groups.
 - h. Appropriate storage solution for each user voicemail box.
 - i. Ability to delete message midway and set message expiration dates.
 - j. Ability for voicemail system to integrate with Google GSuite apps, Chrome OS and accessible via Chrome Browser Softphone.
 - k. Provide "0" out option to operator for more help.
 - l. Ability to integrate agency phone directory and dial by directory.
2. How is basic voicemail, integrated messaging, or unified messaging accomplished?

G. IVR Capabilities

1. Where there are additional charges for capabilities not included in the standard service offer, they must be indicated as line item pricing, including professional services or custom development charges.
2. How is the system integrated with the call center software, including the ability to provide cradle to grave reports?
3. How the system administered including scripts and configuration changes.

4. What is the method for testing of scripts?
5. What language options (and how many) are included in the basic package?
 - a. What are the options for adding additional languages?
 - b. List all available languages
6. What are the basic speech recognition capabilities included in the proposed IVR.
 - a. What are the options for adding natural language speech recognition?
7. What are the queued callback (virtual hold) and scheduled callback capabilities of the proposed IVR.
8. Is there a Customer Survey function?

H. Call Recording/Quality Monitoring

1. Is the system part of the standard contact center platform or part of a premium package bundled as a separate system?
2. How is sensitive data protected?
3. Where are recordings stored?
4. How does the scheduling tool work?
5. What steps are required for synchronized playback of voice recording and screen capture.

I. Cloud Requirements

1. What is the Respondent's guaranteed service response time for a:
 - a. Major alarm
 - b. Minor alarm
 - c. Standard service request
2. How are the maintenance/troubleshooting operations handled?
3. If there is an alarm at the Respondent's site, how is SAHA notified?
4. What is the process for software upgrades, and how are customers notified? How is interruption of service avoided? Do you offer the flexibility for individual customers to stay on an older release if needed or desired?
5. What security measures will be taken to protect SAHA data?
6. What tools do you use for deployment management?
7. How long does it take to deploy (both the initial services and subsequent additions or changes)?
8. How do you handle service requests? What types of online tools exist for reporting and tracking troubles, change requests, etc.?
9. How are moves, adds, changes, and deletes (MACDs) for end users handled? Do you provide an administrative interface for customer administrators to self-manage

these? If so, describe the portal or other access tool that is available to customer/location administrators and/or end users to modify their services. Are there any charges associated with user-managed MACDs? What are the costs, if any, for MACDs that are completed by remote Respondent personnel?

10. For the network services, how is support and troubleshooting handled? Will you coordinate all service work? Do you have the means and knowledge to provide end-to-end testing?
11. What are the options and ability to add additional features and capabilities? What is the policy toward implementing the manufacturer's upgrades? How do you decide when and if to upgrade or enhance the solution when the possibility exists? Do you allow or support any third-party enhancements to the solution? Is there a customer accessible API available?
12. What types of performance monitoring tools are included? Do you have direct access to those tools and reports? Can you get proactive notification of service events, alarms, and other exception events?
13. Are any other management tools provided, such as online access to billing, usage reports, etc.? Describe the portals available to obtain such information.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK

EXHIBIT I Insurance Requirements

Developer is required to have in place during the term of the contract the following minimum insurance requirements. Developer will be required to provide an original Certificate of Insurance to SAHA within 10 days of contract signature:

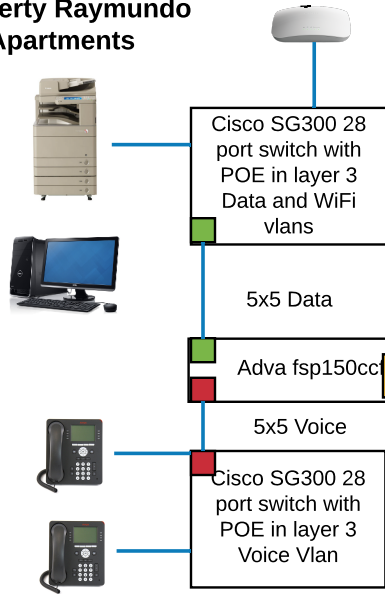
Professional Liability	Required Limits
SAHA and its affiliates must be named as a Certificate Holder. This is required for vendors who render observational services to SAHA such as appraisers, inspectors, attorneys, engineers or consultants.	\$1,000,000
Business Automobile Liability	Required Limits
SAHA and its affiliates must be named as an additional insured and as certificate holder. This is required for any vendor that will be using their vehicle to do work on SAHA properties.	\$500,000 combined Single limit, Per occurrence
Workers Compensation and Employer's Liability	Required Limits
Workers' Compensation coverage is Statutory and has no pre-set limits. Employer's Liability limit is \$500,000. Workers' Compensation is required for any vendor made up of more than two persons. <u>A Waiver of Subrogation in favor of SAHA must be included in the Workers' Compensation policy.</u> SAHA and its affiliates must be a Certificate Holder.	Statutory Employer's Liability is \$500,000
Commercial General Liability	Required Limits
This is required for any vendor who will be doing hands on work at SAHA properties. SAHA and its affiliates must be named as an Additional Insured and as the Certificate Holder.	\$1,000,000 per accident \$2,000,000 aggregate

ATTACHMENT A

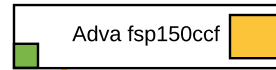
PRESENT PHONE NETWORK

44 Sites with 1 5x5 for Voice and 1 5x5 for Data

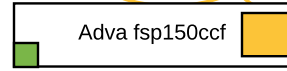
Sample Property Raymundo Rangel Apartments



5 sites with 1 10 x 10 for Voice and Data

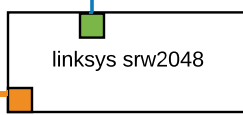
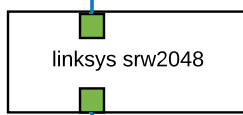
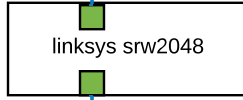
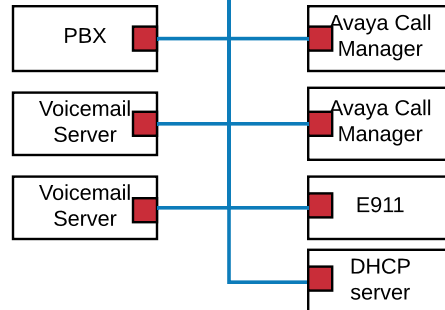
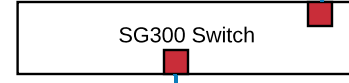
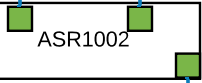
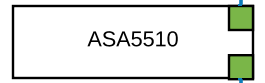
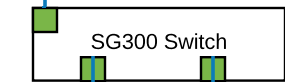
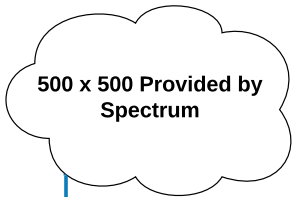


ELAN



1 Site with 1 5x5 for Voice and Data

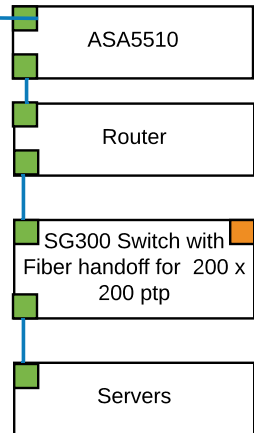
Central Office 818 S Flores



Switch with Fiber handoff for 200 x 200 ptp

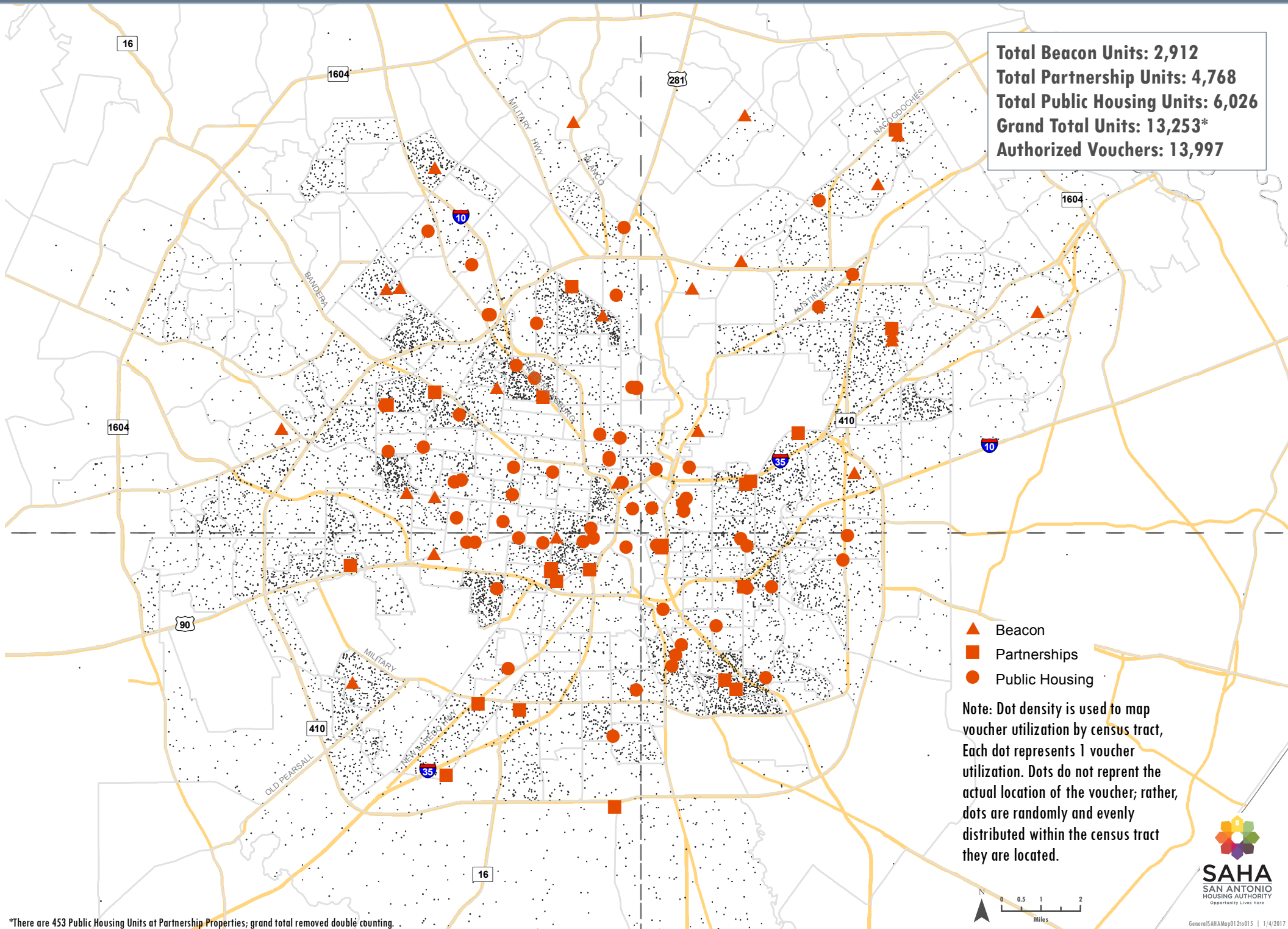
25 x 25 AT&T

DR Site



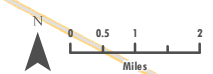
200 x 200

Total Beacon Units: 2,912
Total Partnership Units: 4,768
Total Public Housing Units: 6,026
Grand Total Units: 13,253*
Authorized Vouchers: 13,997



- ▲ Beacon
- Partnerships
- Public Housing

Note: Dot density is used to map voucher utilization by census tract, Each dot represents 1 voucher utilization. Dots do not represent the actual location of the voucher; rather, dots are randomly and evenly distributed within the census tract they are located.



*There are 453 Public Housing Units at Partnership Properties; grand total removed double counting.

Site	Address	Circuit Quantity	Circuit Size
Central Office	818 S FLORES ST SAN ANTONIO, TX 78204-1430	1	500 x 500
Victoria Plaza	411 BARRERA ST SAN ANTONIO, TX 78210-1016	2	5x5
Cross Creek	2818 AUSTIN HWY# BC SAN ANTONIO, TX 78218-1658	2	5x5
Morris Beldon	7511 HARLOW DR SAN ANTONIO, TX 78218-2517	2	5x5
WC White	618 N HACKBERRY OFC SAN ANTONIO, TX 78202-2263	2	5x5
College Park	2011 N FLORES ST SAN ANTONIO, TX 78212-3859	2	5x5
William Sinkin	1518 AMANDA ST OFC BC SAN ANTONIO, TX 78210-3360	2	5x5
Highview	1351 RIGSBY AVE SAN ANTONIO, TX 78210-3734	2	5x5
Kenwood	121 AVENUE M #RR SAN ANTONIO, TX 78212-1969	2	5x5
Parkview	114 HICKMAN# BC SAN ANTONIO, TX 78212-3861	2	5 x5
Marie McGuire	211 N ALAMO ST OFC SAN ANTONIO, TX 78205-1931	2	5x5
Villa Hermosa	327 N FLORES ST OFC BC SAN ANTONIO, TX 78205-1417	2	5x5
Sun Park	4523 LAVENDER LN OFC BC SAN ANTONIO, TX 78220-2549"	2	5x5

Matt Garcia	6114 PECAN VALLEY DR OFC BC SAN ANTONIO, TX 78223-3228	2	5x5
Frank Hornsby	740 RICE RD OFC SAN ANTONIO, TX 78220-3437	2	5x5
OP Schabel	919 S MAIN AVE# BC SAN ANTONIO, TX 78204-1403	2	5x5
Raymundo Rangel	1021 S SAN EDUARDO AVE OFC BC SAN ANTONIO, TX 78237-2972"	2	5x5
Riverside	505 RIVERSIDE DR SAN ANTONIO, TX 78223-2061	2	5x5
Villa Veramendi	615 BARCLAY ST SAN ANTONIO, TX 78207-5736	2	5x5
Lewis Chatham	6405 S FLORES ST SAN ANTONIO, TX 78214-2652	2	5x5
Blanco	906 W HUISACHE AVE OFC SAN ANTONIO, TX 78201-5615	2	5x5
Christ the King	4502 W MARTIN ST# RR SAN ANTONIO, TX 78237-1674"	2	5x5
Jewett Circle	425 SW 34 TH ST OFC BC SAN ANTONIO, TX 78237-1830	2	5x5
Lila Cockrell	3500 PLEASANTON RD OFC BC SAN ANTONIO, TX 78221 -2769"	2	5x5
Mirasol	4222 EL PASO ST SAN ANTONIO, TX 78237-3000"	2	5x5
Lincoln	1315 N ELMENDORF ST SAN ANTONIO, TX 78207-1142	2	5x5
South San	2357 W SOUTHCROSS BLVD OFC SAN ANTONIO, TX 78211-1829	2	5x5
Tarry Towne	315 VANCE JACKSON RD SAN ANTONIO, TX 78201-3360"	2	5x5

George Cisneros	3003 WEIR AVE OFC BC SAN ANTONIO, TX 78226-1240	2	5x5
Homestead	5800 MEDINA BASE RD OFC SAN ANTONIO, TX 78242-1748	2	5x5
Castle Point	5320 BLANCO RD # BC SAN ANTONIO, TX 78216-7044	2	5x5
Encanta Villa	5300 ENCANTA ST SAN ANTONIO, TX 78233-6458"	2	5x5
Dietrich	4618 DIETRICH RD WFH SAN ANTONIO, TX 78219-2858"	2	5x5
LA Providencia	2525 CASTROVILLE RD OFC SAN ANTONIO, TX 78237-3363	2	5x5
Pecan Hill	1600 W LAWNSDALE DR OFC r SAN ANTONIO, TX 78209-1950	2	5x5
Convent Annex Building	1900 MONTANA ST SAN ANTONIO, TX 78203-2163	2	5x5
LC Rutledge	11301 ROSZELL ST OFC SAN ANTONIO, TX 78217-2557"	2	5x5
Madonna	7710 MADONNA OFC SAN ANTONIO, TX 78216-6681	2	5x5
Cheryl west	333 W CHERYL DR SAN ANTONIO, TX 78228-3952"	2	5x5
Pin Oak II	"7511 HARLOW DR SAN ANTONIO, TX 78218-2517"	2	5x5
Westway	5627 CULEBRA RD SAN ANTONIO, TX 78228-5668	2	5x5
HB Gonzales	5811 INGRAM RD OFC SAN ANTONIO, TX 78228-3456"	2	5x5
Francis Furey	4902 GUS ECKERT RD SAN ANTONIO, TX 78240-4164	2	5x5

Pin Oak 1	7190 OAKLAWN DR# RR SAN ANTONIO, TX 78229-3096	2	5x5
TL Shaley	4827 PETTUS SAN ANTONIO, TX 78228-4663	2	5x5
Warehouse	1310 S BRAZOS ST SAN ANTONIO, TX 78207-6930	1	5x5
Alazan	1011 S BRAZOS ST SAN ANTONIO, TX 78207 -6202	1	10x10
Cassiano	2919 S LAREDO ST SAN ANTONIO, TX 78207-6653	1	10 x 10
Villa Tranchese	307 MARSHALL ST# BC SAN ANTONIO, TX 78212-5012"	1	10 x 10
Springview	722 S RIO GRANDE ST # CCNTR SAN ANTONIO, TX 78203-2401	1	10 x 10
Fair Ave	SAHA -FAIR AVENUE 1215 FAIR AVE OFC BC SAN ANTONIO, TX 78223-1400"	1	10x10
Jobs Plus East	210 S Grimes St, Antonio, TX 78203	San 1	60 x 5
Jobs Plus Alazan	100 Casanova St San Antonio, TX 78207	1	60 x 5
Jobs Plus Cassiano	1934 Krocker Way, San Antonio, TX 78207	1	60 x 5
Burning Tree	14438 Jones Maltzberger Rd, San Antonio, TX 78247	1	60 x 5
Villa De Valencia	13656 O'Connor Rd, San Antonio, TX 78233	1	60 x 5

ATTACHMENT B
HUD Forms and
Conflict of Interest Questionnaire
Form 1295 Certificate of Interested Parties

*(Form 1295 is to be completed online by the **Selected Respondent** and submitted to the Texas Ethics Commission pursuant to Government Code 2252.908 and a copy returned to SAHA with the Certification prior to contract execution. A copy of the 1295 Form is included herein for information purposes only).*

Instructions to Offerors Non-Construction

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



- 03291 -

1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the 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 offerors 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 offerors 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 ability to obtain them;

- (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 subparagraphs (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 a 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 placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to 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.

(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 this 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 a 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 acknowledgment 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.

[Describe bid or proposal preparation instructions here:]

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

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

3. Termination for Convenience and Default

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

4. Examination and Retention of Contractor's Records

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

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

5. Rights in Data (Ownership and Proprietary Interest)

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

6. Energy Efficiency

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

7. Disputes

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

8. Contract Termination; Debarment

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

9. Assignment of Contract

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

10. Certificate and Release

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

11. Organizational Conflicts of Interest

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

12. Inspection and Acceptance

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

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

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

13. Interest of Members of Congress

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

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

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

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

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

(ii) The prohibition does not apply as follows:

(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.

General Conditions for Non-Construction Contracts

Section II – (With 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-5370C 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 II – Labor Standard Provisions for all Maintenance Contracts greater than \$2,000

1. Minimum Wages

- (a) All maintenance laborers and mechanics employed under this Contract in the operation of the project(s) shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination, including any additional classifications and wage rates approved by HUD under subparagraph 1(b), shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- (b) (i) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate only when the following criteria have been met:
 - (1) The work to be performed by the classification required is not performed by a classification in the wage determination;
 - (2) The classification is utilized in the area by the industry; and
 - (3) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.(ii) The wage rate determined pursuant to this paragraph shall be paid to all workers performing work

in the classification under this Contract from the first day on which work is performed in the classification.

2. Withholding of funds

The Contracting Officer, upon his/her own action or upon request of HUD, shall withhold or cause to be withheld from the Contractor under this Contract or any other contract subject to HUD-determined wage rates, with the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor the full amount of wages required by this clause. In the event of failure to pay any laborer or mechanic employed under this Contract all or part of the wages required under this Contract, the Contracting Officer or HUD may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment or advance until such violations have ceased. The Public Housing Agency or HUD may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

3. Records

- (a) The Contractor and each subcontractor shall make and maintain for three (3) years from the completion of the work records containing the following for each laborer and mechanic:
 - (i) Name, address and Social Security Number;
 - (ii) Correct work classification or classifications;
 - (iii) Hourly rate or rates of monetary wages paid;
 - (iv) Rate or rates of any fringe benefits provided;
 - (v) Number of daily and weekly hours worked;
 - (vi) Gross wages earned;
 - (vii) Any deductions made; and
 - (viii) Actual wages paid.
- (b) The Contractor and each subcontractor shall make the records required under paragraph 3(a) available for inspection, copying, or transcription by authorized representatives of HUD or the HA and shall permit such representatives to interview employees during working hours on the job. If the Contractor or any subcontractor fails to make the required records available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds.

4. Apprentices and Trainees

- (a) Apprentices and trainees will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in:
 - (i) A bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration (ETA), Office of

Apprenticeship Training, Employer and Labor Services (OATELS), or with a state apprenticeship agency recognized by OATELS, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice; A

- (ii) A trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or
- (iii) A training/trainee program that has received prior approval by HUD.

- (b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.
- (c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.
- (d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.
- (e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

5. Disputes concerning labor standards

- (a) Disputes arising out of the labor standards provisions contained in Section II of this form HUD-5370-C, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the HA, or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of the HA, or upon request of the Contractor or subcontractor(s).
 - (i) A Contractor and/or subcontractor or other interested party desiring reconsideration of findings of violation by the HA or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the HA or HUD. The request shall set

forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD). The HA or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.

- (b) Disputes arising out of the labor standards provisions of paragraph 6 shall not be subject to paragraph 5(a) of this form HUD-5370C. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this paragraph 5(b) include disputes between the Contractor (or any of its subcontractors) and the HA, HUD, the U.S. Department of Labor, or the employees or their representatives.

6. Contract Work Hours and Safety Standards Act

The provisions of this paragraph 6 are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" includes watchmen and guards.

- (a) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provisions set forth in paragraph 6(a), the Contractor and any

subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to the District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in paragraph (a) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

- (c) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such Contract or any federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

7. Subcontracts

The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this Section II and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the provisions contained in these clauses.

8. Non-Federal Prevailing Wage Rates

Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under state law to be prevailing, with respect to any employee in any trade or position employed under the Contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

OFFICE USE ONLY

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

 Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

DISCLOSURE OF LOBBYING ACTIVITIES

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

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, <i>if known</i> : Congressional District, if known:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, <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)</i> <i>(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.

Certification of Payments to Influence Federal Transactions

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

OMB Approval No. 2577-0157 (Exp. 01/31/2017)

Applicant Name

Program/Activity Receiving Federal Grant Funding

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title

Signature

Date (mm/dd/yyyy)

ATTACHMENT C
Profile of Firm Form
Company Biography

PROFILE OF FIRM FORM (Page 1 of 2)

(1) Prime Joint Venture/Partner Sub-contractor (This form shall be completed by and for each).

(2) Legal Name of Firm: _____

dba if applicable: _____

Telephone: _____ Fax: _____

Street Address, City, State, Zip: _____

(3) Identify Principals/Partners in Firm

NAME	TITLE	% OF OWNERSHIP

(4) Please indicate the operating structure of your company.

· Publicly Held Corporation · Privately Held Corporation · Government Agency · Non-Profit Organization · Partnership · Sole Proprietorship

(5) Respondents's Diversity Statement: You must check all of the following that apply to the ownership of this firm and enter where provided the correct percentage (%) of ownership of each:

Minority- (MBE), or Woman-Owned (WBE) Business Enterprises qualify by virtue of 51% or more ownership and active management by one or more of the following:

· African American _____% · Native American _____% · Hispanic American _____% · Asian/Pacific American _____% · Hasidic Jew _____% · Asian/Indian American _____%

· Woman-Owned (MBE) _____% · Woman-Owned (Caucasian) _____% · Disabled Veteran _____% · Caucasian American (Male) _____% · Other (Specify): _____%

(6) Is the business 51% or more owned by a public housing resident? Yes; No. If yes, provide name and address of the public housing facility:

Facility Name: _____

Facility Address: _____ City: _____

(7) SWMBE Certification Number: _____

Certification Agency: _____

(NOTE: A CERTIFICATION/NUMBER IS NOT REQUIRED – ENTER IF AVAILABLE)

(8) Federal Tax ID Number: _____

(9) City of San Antonio Business License No.: _____

(10) State of Texas License Type and No.: _____

PROFILE OF FIRM FORM (Page 2 of 2)

- (11) Has your firm or any member of your firm been a party to litigation with a public entity? If yes, when, with whom and state the circumstances and any resolution.
(12) Has your firm or any member of your firm ever sued or been sued by the San Antonio Housing Authority or its affiliated entities? If yes, when and state the circumstances and any resolution of the lawsuit.
(13) Has your firm or any member of your firm ever had a claim brought against because of breach of contract or nonperformance? If yes, when and state the circumstances and any resolution of the matter.
(14) Debarred Statement: Has this firm, or any principal(s) ever been debarred from providing any services by the Federal Government, any state government, the State of Texas, or any local government agency within or without the State of Texas? Yes · No ·

Initials _____

If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

- (15) Disclosure Statement: Does this firm or any principals thereof have any current, past personal or professional relationship with any Commissioner or Officer of SAHA? Yes · No ·

Initials _____

If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

- (16) Verification Statement: The undersigned Offerer hereby states that by completing and submitting this form he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and agrees that if the SAHA discovers that any information entered herein is false, that shall entitle the SAHA to not consider nor make award or to cancel any award with the undersigned party.

Initials _____

- (17) In performing this contract, the contractor(s) shall comply with any and all applicable federal, state or local laws including but not limited to: Occupational Safety & Health, Equal Employment Opportunity, Immigration and Naturalization, The Americans with Disabilities Act, State Tax and Insurance Law, and the Fair Housing Act.

Initials _____

Signature Date Printed Name Company

Company Biography

Company Name: _____

Headquarters Location: _____

Field Office Locations: _____

Business Specialty or Focus: _____

Number of Full Time Staff: _____

Founding Date and Brief History: _____

Texas Projects and/or Clients: _____
(past & current)

Previous Housing Authority Experience: YES NO

List the Authorities: _____

ATTACHMENT D
Section 3 and SWMBE Guidelines and Forms

SAN ANTONIO HOUSING AUTHORITY

SECTION 3 PROGRAM

CONTRACTOR COMPLIANCE GUIDE

BACKGROUND

The San Antonio Housing Authority (SAHA) adopted a formal Section 3 program, policy, and procedures on June 2, 2011 (Resolution 5164) to provide the framework for its compliance with Section 3 of the Housing and Urban Development (HUD) Act of 1968 which applies to all employment and economic projects funded in whole or in part by HUD.

Therefore, all prime contractors participating on a HUD-assisted project shall comply with all applicable sections of the SAHA Section 3 Program.

The objective of the SAHA Section 3 Program is to ensure to the greatest extent feasible that employment and other economic-related opportunities are directed to low- and very-low income individuals and businesses owned by such individuals.

SECTION 3 GUIDANCE

1. The SAHA Section 3 Program adopted on June 2, 2011 is hereby incorporated by reference as part of this Interim Section 3 Guidance. Notice is hereby given that it is the responsibility of bidder/proposer or contractor to ensure understanding and compliance with all applicable sections of the Section 3 Program. Bidders/proposers and/or prime contractors are directed to the SAHA website for more information on the Section 3 Program.
2. The Section 3 Program requirements apply to all HUD-assisted projects covered by Section 3 and are therefore applicable to SAHA bidders/proposers and recipients of contracts and subcontracts.
3. In order to achieve the Section 3 Program objectives, numerical goals for training/employment and subcontracting opportunities for Section 3 residents and Business Concerns have been established. The Section 3 goals (below) apply to the entire Section 3 covered project and represent minimum numerical goals set forth in the Section 3 Program. In the absence of evidence to the contrary, a contractor that meets the minimum numerical goals will be considered to have complied with the Section 3 Program requirements. SAHA reserves the right to increase project-specific goals as may be deemed appropriate by the SAHA representatives. Contractors are advised to read each solicitation carefully to determine the applicable goals for compliance. In the event the solicitation changes the goals listed below, Contractor must follow the stricter goals.

Employment: Thirty percent (30%) of new hires per contract should be Section 3 residents.

Contracting: Subcontract ten percent (10%) of the total value of a construction contract with Section 3 Business Concerns.

Professional Services: Subcontract three percent (3%) with Section 3 Business Concerns on non-construction contracts (professional services).

3. In order to ensure the greatest impact on employment, contracting and economic opportunities, SAHA contractors and subcontractors shall direct their efforts to Section 3 residents and Business Concerns on a “preference” tiered basis as follows:

Training/Employment

- a) Category 1: Residents of the housing development or developments for which the Section 3 covered assistance is expended.
- b) Category 2: Residents of the other housing developments managed by the housing authority that is expending the Section 3 covered assistance.
- c) Category 3: Participants in HUD Youthbuild programs being carried out in the metropolitan area in which the Section 3 covered assistance is expended.
- d) Other Section 3 residents.

Contracting Opportunities

- a) Category 1: 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 those persons as employees.
- b) Category 2: Business Concerns that are 51 percent or more owned by residents of other housing developments or developments managed by the housing authority that is expending the Section 3 covered assistance, or whose full-time permanent workforce includes 30 percent of those persons as employees.
- c) Category 3: HUD Youthbuild programs being carried out in the metropolitan area (or non-metropolitan county) in which the Section 3 covered assistance is expended.
- d) Category 4: 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, or that subcontract in excess of 25 percent of the total amount of subcontracts to Category 1 or 2 business concerns identified above.

4. To more effectively apply the Section 3 preferences, the following incentives shall be applicable to Section 3 HUD-assisted projects:

Solicitations Under \$50,000

On solicitations under \$50,000 and where two or more certified Section 3 Business Concerns are available to compete, SAHA will institute a “first source” solicitation initiative whereby two of the three solicited firms must be Section 3 Business Concerns.

Solicitations Greater than \$50,000

On Requests for Proposals the following incentives will be instituted:

- 1) A twenty percent (20%) preference will be instituted for Category 1 Section 3 Business Concerns bidding as prime contractors.
- 2) A fifteen percent (15%) preference will be instituted for Category 2 Section 3 Business Concerns bidding as prime contractors.
- 3) A ten percent (10%) preference will be instituted for Category 3 Section 3 Business Concerns bidding as prime contractors.
- 4) A five percent (5%) preference will be instituted for Category 4 Section 3 Business Concerns bidding as prime contractors.
- 5) A five percent (5%) preference will be provided to SAHA prime contractors that have achieved both the resident hires and business concern contracting goals in their immediate past contract performance within the last year.
- 6) A five percent (5%) preference will be provided to SAHA prime contractors participating in a SAHA approved Joint Venture or Mentor-Protégé program with an eligible Section 3 Business Concern.
- 7) A five percent (5%) preference will be provided to prime contractors that have formal apprenticeship programs approved by DOL and commit to training no less than ten (10) eligible Section 3 residents through such programs annually that provide no less than 250 hours of formal training.

On Invitations for Bids the following preference will be instituted:

- 1). Contractors who are certified as Section 3 Business Concerns and whose prices are within the independent cost estimate of the project and are both responsive and responsible, shall receive a preference according to the following table, where x is the amount by which the Section 3 Business Concern may be above the lowest responsive bid.

 x=lesser of:

When the lowest responsive bid
 is less than \$100,000 10% of that bid or \$9,000.

When the lowest responsive bid is:
 At least \$100,000, but less than \$200,000 9% of that bid, or \$16,000.
 At least \$200,000, but less than \$300,000 8% of that bid, or \$21,000.
 At least \$300,000, but less than \$400,000 7% of that bid, or \$24,000.

At least \$400,000, but less than \$500,000 6% of that bid, or \$25,000.
At least \$500,000, but less than \$1 million 5% of that bid, or \$40,000.
At least \$1 million, but less than \$2 million 4% of that bid, or \$60,000.
At least \$2 million, but less than \$4 million 3% of that bid, or \$80,000.
At least \$4 million, but less than \$7 million 2% of that bid, or \$105,000.
\$7 million or more 1½% of the lowest responsive bid, with no dollar limit.

2) Where two or more Section 3 business concerns are both responsive and responsible, the Section 3 business concern with the lowest price shall receive the contract award.

A successful contractor's usage of the above preferences shall be capped annually at \$1 million dollars in the aggregate. Once a contractor has been awarded annually \$1 million dollars in contracts as a result of a preference, the contractor is no longer eligible for the above preferences for the remainder of the calendar year.

5. Bidders/proposers must either achieve the Section 3 Program employment and subcontracting goals identified above (under number 3) or demonstrate acceptable good faith efforts to achieve the numerical goals in the proposal/bid. SAHA representatives shall review and deem acceptable, in their sole determination, a bidder or proposer's good faith efforts prior to the award of the contract. Please be advised that a contractor Section 3 performance will be considered and evaluated on future SAHA contracts and will be a factor in the selection and/or contract award.
6. To ensure that the SAHA Section 3 Program benefits individuals and businesses that are eligible Section 3 residents and Business Concerns, all Section 3 resident and Business Concerns must be deemed eligible through documentation of a "Section 3 Eligibility Form" for each eligible individual or business. Notice is hereby given that it is the responsibility of the prime contractor to ensure that all participating and eligible Section 3 residents and/or Business Concerns (vendors, suppliers or subcontractors) submit the necessary information for proper SAHA status review and credit.
7. All SAHA prime contractors must submit a Section 3 program compliance report on a monthly basis in the form and content as requested by SAHA staff. This report shall document Section 3 resident and Business Concern training, employment, and subcontracting monthly performance against goals and opportunities.
8. Failure or refusal by a SAHA bidder/proposer or contractor to satisfy or comply with the Section 3 Program requirements, either during the bid/proposal process or during the term of the SAHA agreement, shall constitute a material breach of contract whereupon the contract, at the option of SAHA, may be cancelled, terminated, or suspended in whole or in part; and, the contractor debarred from further contracts with SAHA as a non-responsible contractor. SAHA may at its discretion also declare bids/proposals not complying with the Section 3 Program requirements in whole or in part nonresponsive and eliminate them from consideration of a contract award.

INTERIM PRIME CONTRACTOR COMPLIANCE REQUIREMENTS

Prime contractors participating on SAHA Section 3 HUD-assisted projects are specifically required to address and satisfy the Section 3 Program requirements described below *prior* to the award of the contract. The Section 3 Program requirements shall be applicable throughout the duration of the contract and to any amendment and renewal.

1. In the absence of evidence to the contrary, a prime contractor that meets the minimum Section 3 Program numerical goals set forth in the solicitation will be considered to have complied with the Section 3 Program requirements. A prime contractor who meets this goal must submit with the bid/proposal a “*Good Faith Effort Compliance Plan*” (**Attachment A**) by simply completing Sections A and B which present the project and contractor information and goal commitment information respectfully.
2. In evaluating compliance, a prime contractor that *has not* met the numerical goals set forth in the solicitation has the burden of fully demonstrating its efforts to achieve the Section 3 goals through the submittal and approval of a “*Good Faith Effort Compliance Plan*” (**Attachment A**) to include completion of Sections A, B and C which must be included with the bid/proposal. SAHA representatives shall review and determine in their sole discretion whether a bidder or proposer’s (contractor) good faith effort compliance plan achieves the Section 3 Program goals and objectives. A responsive good faith effort compliance plan shall address all questions in Sections A, B and C and describe the concrete efforts that were taken and will be taken to reach numerical goals in hiring/employment, training, and contracting. The final agreed-upon plan shall become part of the SAHA contract.
3. SAHA reserves the right to disregard bids/proposals as non-responsive bids and proposals which fail to demonstrate a good faith effort towards compliance with the Section 3 Program requirements.
4. As required under the Section 3 Program’s contractual clause, prime contractors specifically agree to include the Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agree to take appropriate action, as provided in an applicable provision of the subcontract or in the Section 3 Clause, upon a finding that a subcontractor is in violation of the regulations in 24 CFR Part 135. A prime contractor shall not subcontract with any subcontractor where the bidder/proposer has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
5. Prime contractors shall submit a properly completed and executed “Section 3 Eligibility Form” for all participating Section 3 residents and/or Section 3 Business Concerns (**Attachment B**). It is the responsibility of the prime contractor to ensure that eligible Section 3 residents and Business Concerns submit all necessary information for SAHA review and credit, to include an eligible Section 3 prime contractor, if applicable.

6. Prime contractors requesting a Section 3 Program preference based upon employment or ownership interest shall submit a properly completed and executed Section 3 Eligibility Forms for all employees and owners who qualify, and provide any supporting documentation that may subsequently be required by SAHA. Prime contractors and subcontractors must employ any Section 3 residents full-time for not less than one month prior to the submittal of the bid/proposal in order for the prime contractor to receive credit for employing the Section 3 resident for a preference.
7. Notwithstanding the fact that a prime contractor may have the capability to complete a total project with its own workforce and without the use of subcontractors, all SAHA prime contractors on a HUD-assisted project shall be required to achieve the Section 3 Program numerical goals or demonstrate a good faith effort to achieve those goals within the industry. Should the need arise to hire or subcontract during the term of a contract, the hiring and/or subcontracting goals shall still be applicable and the training component remains in force.
8. All changes to the original list of subcontractors submitted with the bid or proposal shall be submitted for review and approval in accordance with SAHA's procedures when adding, changing, or deleting subcontractors/sub-consultants. Prime contractors are required to make a good faith effort to replace any Section 3 Business Concern with another eligible Section 3 Business Concern. SAHA may deny such requests when it finds that a prime contractor fails to provide acceptable justification or when the effect of such change would dilute a preference received on a HUD-assisted contract.
9. All prime contractors participating on a HUD-assisted project shall submit a Section 3 Performance Report no later than the third business day of the following month detailing Section 3 employment and contracting activity not only for themselves but also all subcontractors on the project. The report is to also detail training and other economic opportunity activities by the prime contractor and subcontractors.

SAN ANTONIO HOUSING AUTHORITY SECTION 3 PROGRAM UTILIZATION PLAN

INSTRUCTION SHEET

Please read these instructions carefully before completing the required *Section 3 Utilization Plan* document. These instructions are designed to assist bidders/proposers document Section 3 Program compliance. or present a detailed explanation why, despite their best efforts the minimum numerical goals were not met. These numerical goals are **minimum** targets that must be reached in order for SAHA to consider a recipient in compliance.

Questions regarding completion of the *Section 3 Utilization Plan* document should be directed to: Section 3 Coordinator, at 210 -477 -6165 or section3@saha.org.

- Bidders/proposers are required to make sincere efforts to achieve the Section 3 Program numerical goals as specified in solicitation documents. A bidders/proposers approved Section 3 Utilization Plan will be monitored throughout the duration of the SAHA contractual term.
- Contractor shall submit a *Section 3 Utilization Plan* at the time of bid/proposal submittal in order to be considered responsive.
- This *Section 3 Utilization Plan* is subject to SAHA's review and approval. SAHA may at its sole discretion approve or disapprove the plan. SAHA's determination is administratively appealable to the CEO and to the Board of Commissioners pursuant to SAHA's Section 3 Program, Policy & Procedures.
- All bidders/proposers are to complete the following:

- _____ **Section A**, Bidder/Proposer Information
- _____ **Section B**, Contractor Commitments - New Hires
- _____ **Section C**, Contractor Commitments - Subcontractors
- _____ **Section D**, Contractor Commitments – Other Economic Opportunities
- _____ **Section E**, Good Faith Efforts
- _____ **Section F**, Section 3 Compliance Certification

Optional:

- _____ Certification for Section 3 Business Concerns
- _____ Section 3 Individual Verification Form (S3-6003b REV 2/2016)

- SAHA requires all Section 3 residents and/or Business Concerns to certify or submit evidence to SAHA, contractor, or subcontractor, that the person or business is Section 3 eligible. SAHA has developed a Certification Process for this purpose. It is the responsibility of the Contractor to submit these forms to the SAHA Section 3 Coordinator at section3@saha.org.

SECTION 3 PROGRAM UTILIZATION PLAN

Project Title: _____

SECTION A – BIDDER/PROPOSER INFORMATION

Name of Firm: _____

Contact Person: _____ Telephone: _____

Email: _____

Is your firm a "Section 3 Business Concern": Yes _____ No _____
If "Yes"; complete the Certification for Section 3 Business Form and attach the Required Documentation.

SECTION B – CONTRACTOR COMMITMENTS – NEW HIRES (If more space is needed, please provide an attachment).

Hiring Goal: A minimum of Thirty percent (30%) of the aggregate number of new hires shall be Section 3 residents

B.1 Explain how you intend to recruit a minimum of 30% of Section 3 residents for **full-time new hires**, and what actions you will use to require subcontractors to do the same. **Note:** Section 3 individuals must work a minimum of 32 hours per week or 135 hours per month to be considered full-time employees.

B.2 Complete the table below to identify the bidder's/proposer's employee positions required for the execution of this project.

Job Category*	Number of Positions to be Filled with Section 3 Residents	Anticipated wages per hour
Professionals		
Technicians		
Office/Clerical		
Officers/Managers		
Sales		
Craft Workers (Skilled)		
Operatives (Semi-Skilled)		
Laborers (Unskilled)		
Service Workers		
Other List & describe		

B.3 The contractor has committed to employ _____ resident(s) in order to comply with its Section 3 requirements. Indicate the estimated percentage of Section 3 new hires for this project: _____

SECTION C – CONTRACTOR COMMITMENTS – SUBCONTRACTORS (If more space is needed, please provide an attachment).

Contracting Goal: A minimum of ten percent (10%) of all covered **construction** contracts shall be awarded to Section 3 business concerns C. Three percent (3%) of all covered **non-construction** contracts shall be awarded to Section 3 business concerns

C.1 Describe how bids from Section 3 businesses will be solicited for subcontracting.

C.2 Complete the table below to identify the subcontractors/suppliers that will be utilized for the execution of this project.

Subcontractor/Supplier Listing

Subcontractor or Supplier/ Name and Address and phone number	Scope of Work/Product	\$ Value	Certified Section 3 Business Concern (Y/N)

(Make Additional Copies as Necessary)

C.3 The Prime Contractor will subcontract with a total of _____ Section 3 Business Concerns totaling _____% of the Contract Value. **NOTE:** *The contractual opportunity goal is a percentage of the total gross dollar value of the proposed contract awarded to a Section 3 eligible Business Concern. SAHA will only credit participation by Section 3 Business Concerns that submit documentation acceptable to SAHA certifying their Section 3 status.*

**SECTION D – CONTRACTOR COMMITMENTS – OTHER ECONOMIC OPPORTUNITIES
(If more space is needed, please provide an attachment).**

B.3 The undersigned bidder/proposer will satisfy the Section 3 *other economic opportunity* goal:
Yes _____ No _____

Please outline your plan to provide other economic opportunities to Section 3 residents. Examples of plans may include training agreements, internship programs, mentorship programs etc.

SECTION E – GOOD FAITH EFFORTS

NOTE: Fill this section only, if Plan as submitted fails to meet the employment and contractual opportunity goals as stated herein or as amended in the solicitation.

D.1 If no contracting, hiring or other economic opportunities are anticipated, briefly explain why.

SECTION F: SECTION 3 UTILIZATION PLAN CERTIFICATION

I CERTIFY THAT I HAVE REVIEWED AND FULLY UNDERSTAND SAHA'S SECTION 3 PROGRAM AND THE SECTION 3 CLAUSE INCORPORATED BY REFERENCE INTO THIS DOCUMENT. I HEREBY AFFIRM THAT THE INFORMATION SUBMITTED HEREIN IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

I HEREBY CERTIFY THAT THE ABOVE TABLES IDENTIFY THE NUMBER OF SECTION 3 BUSINESS CONCERNS THE COMPANY WILL UTILIZE AND THE NUMBER OF SECTION 3 RESIDENTS THE COMPANY PROPOSES TO EMPLOY.

I FURTHER UNDERSTAND AND AGREE THAT, THIS DOCUMENT SHALL BE ATTACHED THERETO AND BECOME A BINDING PART OF THE SAHA CONTRACT.

NAME AND TITLE OF AUTHORIZED OFFICIAL:

SIGNATURE: _____ DATE: _____

San Antonio Housing Authority

Section 3 Individual New Hire Verification Form

NEW HIRES MUST COMPLETE THIS FORM. The Section 3 Program requires that recipients of certain HUD financial assistance, to the greatest extent feasible provide employment, training or education opportunities for low- and very-low income persons in connection with projects and activities in their neighborhood. Completion of this form helps your new employer and SAHA monitor compliance to the Section 3 program and may help in obtaining future business with the Housing Authority. Your information is kept CONFIDENTIAL and will not affect any federal subsidies you currently receive, if any.

CONTACT INFORMATION					
First Name:	Last:	M.I.:	Suffix:		
Residence Address:			City:		
State:	Zip:	County:		Phone:	
Email Address (required):				DOB:	
Date of Hire:		Company Name:			
Job Title:		Type of job:		Full-Time (32+ hours per week)	Part-Time

INCOME DISCLOSURE (CHECK ONE OPTION BELOW)
--

In order to be eligible as a Section 3 individual, your household income must meet the income criteria by household size. Individuals are eligible for Section 3 status if their household income is at or below 80% of Area Median Income in Bexar County during the current calendar year or be a resident of public housing or Section 8.

Option 1: I choose to disclose this information

Choose the number of individuals in your household in the chart below to determine your HUD income limit. The dollar amount below the number you indicate is your HUD income limit.

FY 2017 80% Area Median Income Limits (by Household Size)

Number of persons in household	1	2	3	4	5	6	7	8
80% of Area Median Income (FY 2017 HUD Income Limits)	\$35,600	\$40,650	\$45,750	\$50,800	\$54,900	\$58,950	\$63,000	\$67,100

YOU MUST ANSWER THE FOLLOWING QUESTIONS IF YOU ARE CLAIMING SECTION 3 ELIGIBILITY:

Is your household income at or below the HUD income limit for the current year? **Yes** **No**

If your answer is YES and you reside in Bexar County, you are a Section 3 individual, regardless of public housing status.

Are you a resident of public housing or Section 8? **Yes** **No**

If your answer is YES, you are a Section 3 individual regardless of your income.

Option 2: I choose NOT to disclose this information OR I do not qualify as a Section 3 eligible individual.

CERTIFICATION

By signing, I authorize my employer to release relevant information to the San Antonio Housing Authority (SAHA) for contract compliance purposes. I further affirm that the information on this form is to the best of my knowledge and belief true, correct, and complete.

Signature _____

DATE: _____

M/WBE UTILIZATION STATEMENT
SAN ANTONIO HOUSING AUTHORITY
M/WBE PROGRAM OFFICE

Please read these instructions carefully before completing the required Minority/Women Business Enterprise (M/WBE) Utilization Statement. These instructions are designed to assist prime contractors/consultants document M/WBE program compliance or in preparing the required detailed and complete good faith effort information.

Contractors/Consultants are required to submit detailed documentation when the contract specified M/WBE participation ranges or goals are not met. The SAHA M/WBE Program Manager will review and consider a bidder's or proposer's good faith efforts in assisting SAHA to meet its M/WBE policy and program objectives.

A. Bidders/Proposers are required to make sincere efforts in attempting to achieve the applicable SAHA M/WBE participation ranges or goals. The approved M/WBE participation ranges or goals will be monitored throughout the duration of the project;

B. All bidders/proposers are to complete Section A, Project Identification and Section B, Project M/WBE Utilization, if applicable. Should there be subcontracting/sub consulting opportunities, yet the bidder/proposer *not* achieve the project's applicable M/WBE participation range or goal, the bidder/proposer must complete all other sections of the Statement.

C. This Statement should be prepared by the company's project M/WBE Coordinator or designee. The Statement must be signed and dated by an authorized company official. The Coordinator or designee should have a working knowledge as to the project's subcontracting or sub-consulting and supplier activities (actual and anticipated). This individual shall be a key figure in directing the prime contractor's M/WBE activities.

D. The M/WBE Utilization Statement demonstrating a contractor's good faith efforts is subject to the SAHA M/WBE Program Coordinator's review and approval.

E. SAHA requires all M/WBE firms to be certified as such by an entity acceptable to SAHA for project M/WBE credit.

F. SAHA reserves the right to approve all additions or deletions of subcontractors, subconsultants, and/or major vendors. In the event that an M/WBE subcontractor, subconsultant, and/or major vendor is replaced, the contractor must make a good faith effort to involve and utilize another M/WBE subcontractor, sub consultant, and/or major vendor.

Should you have any questions or need additional information, please contact:

April deLeon-Galloway
818 S Flores
M/WBE Program Coordinator
April_galloway@saha.org
210-477-6165

FOR SAHA PROCUREMENT DEPARTMENT USE ONLY

Reviewed by: _____

Date: _____

Signature of SAHA Official: _____

Recommendation: Approval: _____ Denial: _____

subject to the SAHA M/WBE Program Manager's review and approval.

M/WBE UTILIZATION STATEMENT
 SAN ANTONIO HOUSING AUTHORITY
 M/WBE PROGRAM OFFICE

SECTION A: PROJECT IDENTIFICATION

Project Number _____ Project Title _____

Contract Amount _____ Company Name _____

Project Participation Range/Goal: M/WBE ____ %

Contract Anticipated Participation Range: M/WBE ____ %

The M/WBE participation range/goal is expressed as a percentage of the total dollar amount of the prime contract awarded to M/WBEs. The goal is applicable for those areas, which the prime contractor has subcontracted, sub-consulted, and/or major supplies necessary in the performance of the contract.

SECTION B: SUBCONTRACTOR/SUB CONSULTANT/VENDOR UTILIZATION

1. List all actual *and* anticipated subcontracts, subconsultants, and/or major material purchases, include *both* M/WBE and non-M/WBE, to be utilized on the project (*use additional sheets if necessary*).

TRADE AREA	ESTIMATED AMOUNT (\$)	SUB/SUPPLIER	SUB/SUPPLIER	
			M/WBE	Yes (✓) No

2. MBE utilization in total dollars: _____ WBE utilization in total dollars: _____

3. Overall MBE utilization percentage (%): _____

4. Overall WBE utilization percentage (%): _____

5. Overall M/WBE utilization percentage (%): _____

6. Anticipated M/WBE utilization on this contract will occur:
 Throughout ___ Beginning 1/3 ___ Middle 1/3 ___ Final 1/3 ___

Please Note: SAHA will credit only those M/WBEs that have been certified by an entity acceptable to SAHA. All changes, additions, or deletions occurring during the life of this contract relative to use of the listed subcontractors, sub-consultants and/or

major suppliers, M/WBE or otherwise, must be submitted to SAHA for review and approval.

If Bidder/Proposer is unable to meet the M/WBE participation range/goal, please proceed to complete Section C and submit documentation demonstrating contractual good faith efforts.

SECTION C: GOOD FAITH EFFORT

The following items are minimally considered as good faith efforts and demonstrate specific initiatives made in attempting to achieve SAHA's M/W/BE participation ranges. The bidder/proposer is not limited to these particular areas and may include other efforts deemed appropriate. Please feel free to elaborate on any question below.

Required Questions	Yes	No
1. If applicable, was your company represented at the pre-bid conference?		
2. Did your company request and obtain a copy of the certified M/WBE firms?		
3. Were M/WBE firms solicited for contract participation?		
4. Provide listing of solicited M/WBEs with whom contact was made? Please identify name of company, contact person, date, phone number and briefly describe nature of solicitation. (Include as an Attachment)		
5. Was direct contact made with SAHA's M/WBE Program Office? If yes, please identify date/person contacted and assistance sought. (Include as an Attachment)		
6. Identify all M/WBE support agencies/associations contacted for M/WBE assistance or solicitation (Minority Chamber's of Commerce, purchasing councils, contractor groups, etc.). (Please attach copies of solicitation letters of assistance and/or describe, as an Attachment to this section, the personal contact made)		
7. Were bid opportunities related to this project advertised in minority/women newspapers and trade journals? (If yes, please include a copy of the advertisement or detail the name of the publication(s), date of advertisement and describe the solicitation)		
8. Were copies of plans and specification furnished to any M/WBEs?		
9. Were subcontractors, subconsultants, and/or suppliers (if applicable) required to provide insurance or be bonded? (If yes, please detail any assistance that was provided or if they were referred, to whom)		
10. List, as an Attachment, all M/WBE bids received but rejected. Identify company name, contact person, telephone number, date, trade area, and the reason for rejecting the bid/proposal.		
11. Discuss any other effort(s) aimed at involving M/WBEs (Include as an Attachment): (a) Identify any specific efforts to divide work, in accordance with normal industry practices, to allow maximum M/WBE participation.		

(b) Discuss joint ventures initiatives, requesting second-tier M/WBE subcontracting, etc., if any.		
(c) List all other good faith efforts employed, please elaborate.		

The undersigned acknowledges and states that all information submitted as part of this Good Faith Effort Statement is true and correct to the best of his/her knowledge. I further agree that this document shall be attached thereto and become a binding part of the SAHA contract.

Print Name

Title Date

Signature

Telephone Number

ATTACHMENT E
Proposal Checklist and Certification

PROPOSAL Checklist and Certification

(Attachment E)

(This Form must be fully completed and placed under Tab No. 8 of the proposal submitted.)

Instructions: Unless otherwise specifically required, the items listed below must be completed and included in the proposal submittal. Please complete this form by marking an “X,” where provided, to verify that the referenced completed form or information has been included within the “hard copy” proposal submittal submitted by the Respondents. Also, complete the Section 3 Statement and the Respondent’s Statement as noted below:

X=ITEM INCLUDED	SUBMITTAL ITEMS
_____	Tab 1 Respondent’s Project Management
_____	Tab 2 Implementation Plan and Timeline
_____	Tab 3 Training Methodology
_____	Tab 4 Security Requirements
_____	Tab 5 Respondent Experience
_____	Tab 6 Exhibit A-Minimum Functional and Technical Requirements
_____	Tab 7 References, Company Profile, and Profile of Firm Form
_____	Tab 8 HUD Forms, Conflict of Interest Questionnaire and Form 1295
_____	Tab 9 Section 3 Business Preference
_____	Tab 10 Small/Minority/Disadvantaged/Veteran Business Enterprise Utilization Plan
_____	Tab 11 Section 3 Good Faith Effort Compliance Plan
_____	Tab 12 Proposal Checklist and Certification
_____	Tab 13 Proposed Costs/Pricing Models
_____	Tab 14 Acceptance Test Description/Expectation of Deliveries

SECTION 3 STATEMENT

Are you claiming a Section 3 business preference? YES___ or NO___. If “YES,” pursuant to the documentation justifying such submitted under Tab No 8, which category are you claiming?

- _____ Category I
- _____ Category II
- _____ Category III
- _____ Category IV

Bidder's Certification

By signing below, Bidder certifies that the following statements are true and correct:

1. He/she has full authority to bind Bidder and that no member Bidder's organization is disbarred, suspended or otherwise prohibited from contracting with any federal, state or local agency,
2. Items for which Bids were provided herein will be delivered as specified in the Bid,
3. In performing this contract, the contractor(s) shall comply with any and all applicable federal, state or local laws including but not limited to: Occupational Safety & Health, Equal Employment Opportunity, Immigration and Naturalization, The Americans with Disabilities Act, State Tax and Insurance Law, and the Fair Housing Act.,
4. Bidder agrees that this bid shall remain open and valid for at least a period of 90 days from the date of the Bid Opening and that this bid shall constitute an offer, which, if accepted by SAHA and subject to the terms and conditions of such acceptance, shall result in a contract between SAHA and the undersigned Bidder,
5. He/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Bid,
6. Bidder, nor the firm, corporation, partnership, or institution represented by the Bidder, or anyone acting for such firm, corporation or institution has violated the antitrust laws of the State of Texas or the Federal Antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business,
7. Bidder has not received compensation for participation in the preparation of the specifications for this IFB,
8. **Non-Collusive Affidavit:** The undersigned party submitting this bid hereby certifies that such bid is genuine and not collusive and that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or person, to put in a sham Bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other Bidder, to fix overhead, profit or cost element of said bid price, or that of any other Bidder or to secure any advantage against SAHA or any person interested in the proposed contract; and that all statements in said bid are true.
9. **Child Support:** Pursuant to Section 231.006 (d) of the Texas Family Code, regarding child support, the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.
10. **Lobbying Prohibition:** The Contractor agrees to comply with Section 1352 of Title 31, United States Code which prohibits the use of Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.
11. **Non-Boycott of Israel:** SAHA may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that; (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract. (Texas Government Code chapter 2270) by accepting these General Conditions and any associated contract, the CONTRACTOR certifies that it does not Boycott Israel, and agrees that during the term of this contract will not Boycott Israel as that term is defined in the Texas Government Code Section 808.001, as amended.
12. **SB 252:** Prohibits a government entity from awarding a contract to a company identified as Iran, Sudan, or a Foreign Terrorist Organization as identified on a list maintained by the Texas Comptroller of Public Accounts. By signature hereon bidder certifies that it is not affiliated in any manner with the businesses on this list.

Addendum #1 _____ Date _____

Addendum #2 _____ Date _____

Addendum #3 _____ Date _____

Addendum #4 _____ Date _____

_____	_____
Signature	Date
_____	_____
Printed Name	Company

E-mail address if available	
_____	_____
Phone	Fax

ATTACHMENT F
Form of Proposal

San Antonio Housing Authority
818 S. Flores
San Antonio, Texas 78204

(Note: Must be on Respondent's letterhead)

Attention: Shayne Everett-Endres, Purchasing Agent

RE: Cloud Unified Communication and Collaboration Solution
No. **1802-838-35-4754**

Gentlemen:

The undersigned Respondent, having read and examined the Minimum Requirements, Exhibit A and associated RFP Documents for the Cloud Unified Communication and Collaboration Solution and having visited and/or familiarized myself with the work of the proposed project and after thoroughly considering the factors which will affect the execution of the project and the cost thereof, does hereby submit this Proposal. All prices stated herein are firm and shall not be subject to escalation provided this Proposal is accepted within one hundred eighty (180) days after the official opening of proposals.

The undersigned hereby declares that the following list states any and all variations from and exceptions to the requirements of the request for proposals and that, otherwise, it is the intent of this Proposal that the Project will be performed in strict accordance with the subsequent Contract Documents.

(If no exceptions are taken, indicate so by entering "None").

(Continue on separate page, if necessary, and attach hereto)

The undersigned Respondent herein proposes to execute the Project for the following pricing/fee structure as offered in the response to **Tab_13: Proposed Costs/Pricing Models**.

PERFORMANCE AND PAYMENT BONDS.

The cost for obtaining Performance and Payment Bonds, if required, shall be included in the overall fee structure and be stated in the Contract.

If this Proposal is accepted, the undersigned Respondent agrees to start and to complete the Project in accordance with the schedule set forth in the subsequent Contract. It is understood that all services shall be complete and all reports shall be delivered as scheduled. The undersigned fully understands that the time of completion is of the essence of the Contract.

If written notice of the acceptance of this proposal is mailed, facsimiled, or delivered to the undersigned within one hundred eighty (180) days after the date of opening of proposals, or anytime thereafter before this proposal is withdrawn by the Respondent, the undersigned will, within ten (10) days after the date of mailing, facsimileing, or delivering of such notice, execute

and deliver a Contract in the form provided by SAHA, complete with acceptable Performance and Payment Bonds, if applicable.

Dated this _____ day of _____, 20_____.

Offeror _____

By _____

Title _____

ATTEST:

Business Address of Offeror _____

State of Incorporation _____

Address of Principal Office _____

Email: _____