



**Request for Proposals for  
Construction and Design Project Management  
Services**

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

**Solicitation No.**

**RAD 18-R-0030**

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

**REQUEST FOR PROPOSAL (RFP)**

**RAD 18-R-0030**

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

**Construction and Design Project Management Services**

Request for Proposal packets will be available **April 23, 2019** beginning at **10:00 AM** local time. **Refer to Request for Proposal No. RAD 18-R-0030.** This solicitation is only available electronically. To view the solicitation, please visit [www.hacep.org/procurement.sstg](http://www.hacep.org/procurement.sstg), and click on the "E-Procurement" link. You will have the opportunity to register and view the solicitation. There is no fee associated with the use of this system.

**A pre-proposal conference will be held on April 30, 2019 @ 2:00 PM local time at 5300 E. Paisano Dr.** Any questions regarding the RFP may be directed to Lourdes Gomez, at (915) 849-3785 [lgomez@hacep.org](mailto:lgomez@hacep.org). If you would like to join in the tele-conference, call (877) 226-9790, access code 9217791.

**The closing date and time for receipt of sealed proposals is May 20, 2019 2:00 PM local time.** All submittals shall be submitted in "Sealed Envelopes" and delivered or hand carried to: Housing Authority of the City of El Paso, Texas, Attn: Lourdes Gomez Contract Specialist, 5300 E. Paisano Dr., El Paso, Texas, 79905.

Juan Pulido  
Procurement Manager

**Advertisement**

<b>El Paso Times:</b>	<b>Sunday:</b>	April 21, 2019
	<b>Sunday:</b>	April 28, 2019



**Executive Summary Notice**

**Request for Proposal (RFP)**

**Solicitation #: RAD 18-R-0030**

1. The purpose of this Executive Notice is to highlight the key requirements of the Request for Proposal (RFP).
2. The Housing Authority of the City of El Paso, Texas is requesting proposals from qualified firms to provide **Construction Management and Design Project Management Services**.
3. The Housing Authority of the City of El Paso, Texas contemplates award of a contract to **Construction Management and Design Project Management Services** Offers in response to this solicitation and will be evaluated using the Technical Proposal Evaluation Process. Offers must be submitted in accordance with the instructions provided in the Request for Proposal. Failure to furnish a complete offer at the time and date specified in the solicitation may result in elimination from consideration.
4. Term of this contract is from August 1, 2019 thru December 31, 2021. (29 months)
5. Formal communications such as requests for clarifications and/or information concerning this solicitation shall be submitted in writing no later than **May 3<sup>rd</sup> 2019 4:00 pm** local time and directed to Ms. Lourdes Gomez Contract Specialist, at the address reflected in the solicitation or by email at lgomez@hacep.org.
6. **Any form of contact by an offeror or potential offeror regarding this RFP, at any time during the solicitation process from initial advertisement through award, with Commissioners of the Housing Authority of the City of El Paso, Texas (HACEP) or any person employed by HACEP, other than through the communication channels stipulated in the Request for Proposal, or as subsequently instructed by HACEP through the solicitation process, will constitute grounds for rejection of their Proposal.**
7. Since HACEP is interested in limiting costs associated with the acquisition process, offerors not intending to continue with the RFP are requested to submit a letter requesting they be taken off the mailing list for this solicitation. HACEP reserves the right to reject any or all proposals.
8. Offerors will submit one (1) unbound master copy (so marked) and three (3) copies and one (1) digital copy via USB of their proposal. – If applicable – Company Profile MUST not exceed 10 pages.
9. This solicitation and subsequent amendments shall supersede any posting made through the NAHRO e-procurement system. Potential offerors are advised to review the dates contained in this solicitation in the event of a discrepancy between dates listed in this solicitation and dates listed on the NAHRO e-procurement system.
10. Thank you for your interest in this project. We look forward to receiving your proposal.

Gerald Cichon  
Chief Executive Officer



# Housing Authority of the City of El Paso

Request for Proposal: Construction and Design  
Project Management Services #:

RAD 18-R-0030

Date Issued: April 23, 2019  
Subject: Request for Proposal (RFP)  
Solicitation No.: RAD 18-R-0030

Separate sealed proposals for Construction and Design Project Management Services for the Housing Authority of the City of El Paso, Texas will be received at the following address:

**Contract Compliance & Procurement Administration  
Attn: Ms. Lourdes Gomez, Contract Specialist  
Housing Authority of the City of El Paso, Texas  
5300 Paisano El Paso, Texas 79905 - 2931**

Until May 20, 2019 at 2:00 p.m., local time, Proposals will be held in confidence and not released in any manner until after contract award.

**For any Contract which requires the Contractor to provide services, the Contractor shall, prior to commencement of work, provide HACEP with Certificates of Insurance in the below amounts and shall maintain such coverage in effect for the full duration of the Contract. HACEP must be named as additional insured in the insurance certificate(s). Additionally, HACEP requests that contractors reference the Contract Number after award on all invoices and pay requests or payments may be delayed.**

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

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

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

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

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

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



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

**\*\*Executed after award**



**PART I**

**THE SCHEDULE**



**SECTION A**

**SOLICITATION, OFFER AND AWARD**



# Housing Authority of the City of El Paso

Request for Proposal: Construction and Design  
Project Management Services #:

RAD 18-R-0030

## SECTION A

Solicitation, Offer and Award

1. Contract No. \_\_\_\_\_ 2. Solicitation No. RAD 18-R-0030
3. Type of Solicitation 4. Date issued : April 23, 2019
- Sealed Bid (IFB)  Negotiated (RFP)
5. Issued By: **HACEP** 6. Address: **5300 E. Paisano Dr.**  
**Procurement Administration Department** **El Paso, Texas 79905 – 2931**

## SOLICITATION

7. **NOTE:** All offers are subject to all applicable terms and conditions contained in this solicitation.
8. For information call: **Ms. Lourdes Gomez** Telephone No.: **(915) 849-3785**

9. Technical questions may be emailed to [lgomez@hacep.org](mailto:lgomez@hacep.org), no later than May 3<sup>rd</sup>, 2019 @ 4:00 pm local time (MST)  
Attn: Ms. Lourdes Gomez

(X)	SEC.	DESCRIPTION	PAGES	(X)	SEC.	DESCRIPTION	PAGES
PART I – THE SCHEDULE				PART – II CONTRACT CLAUSES			
X	A	Solicitation Offer & Award	1 of 2	X	D	Clauses Incorporated by Reference Mandatory Clauses and Conditions General Contract Conditions	1 of 1 1 of 6 1 of 3
X	B	Price Schedule	N/A	PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS			
X	C	Scope of Work	1 of 4	X	E	<b>List of Attachments –</b> Certificate of Equal Employment Agrmt Federal Labor Standards Certification Statement of Offeror’s Qualifications Agreement to Contract Electronically Cert Regard Debarment & Suspension Disclosure of Lobbying Activities Form of Contract	1 of 1 1 of 1 1 of 4 1 of 2 1 of 2 1 of 3 1 of 2
PART IV – REPRESENTATIONS AND INSTRUCTIONS							
		Deliveries or Performance		X	F	Certifications and Representations of Offerors (5369-C)	1 of 2
		Contract Administration Data		X	G	Instructions, Conditions to Offerors Electronic Signing Procedures Solicitation Provisions Incorporated by Reference	1 of 2 1 of 5 1 of 3
		Special Contract Requirements		X	H	Evaluation Criteria	1 of 1

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





SOLICITATION OFFER AND AWARD  
(Must be completed by Offeror)

<b>10. Offeror acknowledges receipt of amendment(s)</b>	
<b>Number(s)</b>	<b>Date(s)</b>
<b>11. Name and Address of Offeror:</b>	<b>12. Name and Title of Person Authorized to Sign Offer (TYPE OR PRINT)</b>
<b>Telephone No. (include area code)</b>	<b>13. <input type="checkbox"/> Check if remittance address is different from Above – Enter such address in</b>  <input type="checkbox"/> Federal ID No. _____
<b>14. Signature:</b>  _____	<b>Offer Date:</b>  _____

AWARD (To be completed by Authority)

<b>15. Accepted as to items numbered:</b>	<b>16. Amount:</b>
<b>17. Submit invoices to:</b> accountspayable@hacep.org Accounting and Finance Department Attn: Accounts Payable HACEP 5300 E. Paisano Dr. El Paso, Texas 79905 – 2931	<b>19. Technical Representative</b>  <b>Name:</b> <u>Lourdes Gomez/ Contract Specialist</u> <b>Telephone No.</b> <u>915-849-3785</u>
<b>20. Administered by:</b> Procurement and Contract Compliance Dept. HACEP 5300 E. Paisano Dr. El Paso, Texas 79905 – 2931 (915) 849-3785	<b>21. Payment will be made by:</b> Accounts Payable Department HACEP 5300 E. Paisano Dr. El Paso, Texas 79905 – 2931 (915) 849-3742
<b>Name of Contracting Officer (Type or Print)</b>  <u>Gerald Cichon, Chief Executive Officer</u>	<b>22. Signature of Contracting Officer:</b>  _____
<b>Award Date:</b> _____	<b>IMPORTANT:</b> Award will be made by formation of contract. Award notice will be generated by NAHRO e-procurement or similar manner.



**SECTION B**

**FEE SCHEDULE**





**SECTION C**

**SCOPE OF SERVICES**



#### BACKGROUND INFORMATION:

HACEP is participating in a program offered by the Department of Housing and Urban Development (HUD) called Rental Assistance Demonstration (RAD). RAD seeks to preserve public housing by providing public housing agencies with access to more stable funding to make needed improvements to properties.

Utilizing the RAD program, HACEP is renovating or rebuilding substantially all of its portfolio of about 6,300 public housing units in a program that started in 2015 and will be completed with construction in first half of 2021.

All of the projects included in this RFP, including RAD, non-RAD and optional projects and are located within the city limits of El Paso, TX. The portfolio consists of primarily low-rise garden-style communities and high-rise buildings. Other projects include the construction of commercial office/retail as well as urban park and streetscape spaces. HACEP will refurbish or rebuild of six communities and 900 housing units, four on their existing sites and two at new sites. HACEP partnered with third party developers on four of the six projects and is self-developing two projects.

HACEP has successfully used a third party construction management firm since August 2016. The firm has provided construction management, design project management and support services as HACEP's owner's representative for various projects. The current team consists of 1 Team leader, 1 document controller, 2 design managers and 3.5 constructing managers. HACEP to complete the remaining construction projects using third-party Construction and Design Project Management Services as identified on the scope of work on this RFP.

#### PROJECT OVERVIEW:

##### Tranche 3 Renovation Projects (Active in Construction)

For organizational purposes HACEP grouped its portfolio into distinct project groups or Tranches. At this time HACEP continues in execution with Tranche 3 and multiple new construction projects. Specifically, in Tranche 3 HACEP continues in self-development of one community containing 330 units and HACEP partnered with third party developers for the other 12 active construction communities and totaling 2,013 units. Most projects are described as low rise; garden-style developments however high-rise projects are included. A total of 2,016 RAD active construction units remain to be completed, a total of 291 Non-RAD active construction units remain to be completed, 90 planned RAD units and 656 optional units remain to be completed. A grand total of 3,053 units, 3 CDBG projects and 40,000 SF of office/retail space tenant improvement construction are included in this RFP

HACEP has history of working with a third party Construction Management services provider firm for the execution of the RAD program and continues to do so through RAD conversion completion. The third party firm provides both design and construction project management services to the HACEP team and with responsibilities of design and construction project management execution on behalf of owner, HACEP, serving in the role as owner's representative.

HACEP earlier hired A/E teams for design and engineering work in the Tranche 3 portfolio: Wright and Dalbin Architects, Inc. (El Paso, TX), and Carl Daniels and Associates (El Paso, TX). The local engineering firm of ECM provided engineering services through these architects. Construction general contractors were selected for the Tranche 3 portfolio as well. Sundt Construction (El Paso, TX) was selected as the construction general contractor for the four high-rise communities in this group, initially using a CMAR type contract format. Thereafter Sundt was selected for the General Contracting requirements using a Cost-Plus Fee GMP type of contract. Sundt has also been selected for low-rise garden-style properties as well. Pavilion Construction too was selected and is active with a new construction property and a renovation property.

HACEP selected four (4) third party co-development partners for portions of Tranche 3. The developer partner Tranche 3 projects continue in construction and are included in this RFP.



The CM has direct responsibility for overseeing all construction activities as owner's representative, including handover of the property/units to the contractor at the start of construction, managing the construction contractors as owner's representative, overseeing all construction activity, and managing satisfactory construction closeout, including timely acceptance of the finished community, collecting and archiving project documentation, and property/units handover to HACEP property management.

A detailed breakdown of the hard cost budget and other project information, including the distribution of projects between self- and third party development, is provided in Exhibit D.

### **SCOPE OF SERVICES:**

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

#### **Design Project Management Services**

Working closely with HACEP staff the CM will manage all A/E work during the design and entitlement stages, and will provide general advice on constructability, scheduling, and other construction issues. CM will provide design project management services to support existing RAD renovation and new construction projects in construction and containing approximately 2257 units in active construction, as well as services to existing non-RAD communities containing 370 housing units, and planned new construction affordable housing communities containing approximately 90 housing units. A total of approximately 3053 housing units are included in this RFP together with the possibility of additional units. HACEP may require CM for some of the Non-RAD Program (Optional Construction) units totaling 656 (included in the aforementioned total unit quantity).

#### **Construction Project Management Services**

The CM provides direct management of all construction activities as owner's representative. During construction, the CM continues to oversee the Construction Administration (CA) services provided by the Architect/Engineer team to ensure timely responses on contractor Requests for Information (RFIs) and submittal approvals.

The CM represents HACEP and is responsible for monitoring monthly construction progress and developer compliance with schedule milestones such as building transfers to and from the construction contractor. The CM participates in apartment completion inspections and created "Owner Punch-lists" at apartment transfer. CM performs quality assurance observations and field reviews of in-progress construction for compliance with contract requirements. CM to provide regular weekly reporting to ownership on all construction matters. CM to alert ownership to any variances from plans, specifications, contract documents, schedules, and relevant matters to the successful timely, quality and on-budget outcome of the project. CM audits developer approved construction pay applications against actual contractor progress and had a limited role in change order review.

Construction Management Services requested include but are not be limited to:

1. Coordinating any early access activities for investigations and testing at communities.
2. Inspection and handover of communities to the contractor at the start of construction
3. Regular field observations and reporting, including preparing and tracking deficiency notifications, monitoring contractor quality control activities, and direct quality assurance testing as required to assure contract compliance
4. Coordinating or assisting the contractor in coordination with utility providers
5. Running regular construction meetings, including all meeting documentation
6. Reviewing contractor's monthly construction schedule updates and preparing reports on contractor progress or deviations from the project construction plan



7. Reviewing contractor requests for changes in conjunction with the project architect to verify actual field conditions, proposed scope of work, and cost
8. Preparing weekly and monthly construction status reports including regular photo documentation of the construction.
9. Project closeout, including final inspections, compiling warranty and other project information, completing project files, compiling as-built documentation, and preparing and administering the punch list
10. Acceptance of the community from the construction contractor and handover to HACEP property management.

Work hours to be:

Normal work hours are Monday through Friday from 7am – 4pm, or as required to achieve owner objectives. Work hours may include weekend hours as construction activities may be required to be scheduled.

The completion of Tranche 3 projects, together with additional non-RAD projects and one (1) planned LIHTC projects totaling approximately 3,053 units, are the subject of this RFP.

Placed-In-Service, 2019 (Active)

In 2017 HACEP applied for tax credits for two communities, containing 266 housing units, was awarded the tax credits in July, 2017 and started construction on the projects in mid to late 2018. These projects, one being built on new greenfield site and the other a downtown adaptive reuse, are also being completed through third party development partnerships. In the case of these two developments, the third party developers directly engaged and manage the A/E and construction teams. GNB Architects and Alamo Architects head the A/E teams respectively for these projects. The construction contractors selected by the third party developer and HACEP are Pavilion and Sundt Construction respectively; the construction contracts are GMP type formats. As stated earlier, the continued construction of these units are included in this RFP.

The hard cost construction budget for the projects is approximately \$93,000,000.

Placed-In-Service, 2021 (Planned)

In 2019 HACEP applied for tax credits for two communities, containing approximately 195 housing units, with expectation of award of the tax credits in July, 2019 and start of construction on the 90 unit project in mid-2020. The awarded project is to be completed through third party development partnerships. The third party developers will directly engage and manage the A/E and construction teams. The construction contractors will be selected by the third party developer and HACEP with use of GMP contracts. The construction of these planned 160 housing units are included in this RFP.

Additional Support Services

Where additional services beyond the normal scope of work for construction management in this RFP are requested, they will be provided by the CM. For example, HACEP contemplates a requirement for warranty services coordination across the projects and during the contract period possibly through December 31, 2021. Duties include but not limited to collecting appliances serial numbers and coordinating the entry of same data into HACEP's management system.

SCHEDULE

The CM will assume responsibility of the aforesaid on-going RAD and other construction programs that have been in progress for several years and will be completed at or near completion of the subject contract period on or about December 31, 2021.

The program status at the time of the release of this RFP is as follows:



## Tranche 3 – Co-Developed

Construction in process on twelve (12) communities containing 1, 989 housing units.

A total of 1,458 203 housing units as of 3/31/19 are currently in construction. Percentage completions as of 3/31/19 are:

- Commissioners' Corner II (68% Complete)
- Sandoval (35% Complete),
- Valle Verde (75%),
- Cramer I (11% Complete),
- Guillen (12% Complete),
- Martin Luther King (8% Complete),
- Kathy White (0% Complete),
- DeWetter (0% Complete),
- Eisenhower (0% Complete%),
- Medano Heights (16% Complete) and
- Blue Flame II (45% Complete)
- Please refer to Exhibit B, Construction Schedule, for best understanding of the respective project schedules.

## Tranche 3 – Self- Developed

- Construction in process on one high-rise community, Chelsea Community, containing 330 units. Phase one and two containing 199 units have been completed. The balance of approximately 131 housing units are currently in construction and with scheduled completion date of 11/1/19.

## Non-RAD – Self Developed

- A/E work is complete.
- Construction in process on one market rate apartment community containing 370 housing units. As of 3/31/19 a total of 79 units have been completed with minor rehabilitation. A balance of 291 units remain to be renovated. (Villa Alegre)

## New Construction – Co-Developed

- Planned LIHTC community containing approximately 90 housing units and subject to award of 2019 tax credits by TDHCA.
- A/E to be selected by co-developer.
- Construction, subject to tax credit award, of approximately 90 units will be completed/placed-in-service in December, 2021.

See Exhibit C for a detailed construction planning schedule that shows overall program duration, the number of projects and units respectively as well as the contemplated staff resources to provide the CM, DPM and Support Services to the Housing Authority through December 31,2021

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

### Firm Information

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

### Team information

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

### Relevant Experience

- Project Experience (at least three and preferably five projects within the last five years of similar size, complexity, construction type, and scope:
  - o Project name and location





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

#### Staffing Organization and Qualifications

- Proposed organizational structure of the CM and DPM team
- Project Experience with projects of similar type and complexity
- Educational qualifications, including degrees and professional development
  - o Certifications or licenses: CPM must possess degree in engineering or architecture.

#### Fee Proposal (Include a Table that follows the worksheet format as per TABLE on this RFP)

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

HACEP will provide dedicated office space, furniture, desktop computers, network and internet access, and desktop telephones for the CM and DPM staff at its headquarters facility in El Paso, TX.

One existing HACEP construction project management employee will remain on staff and will work on the projects. The HACEP employee together with CM manager will report to HACEP Assistant Director of Construction. Their project assignments, deliverables, and daily activities will be managed by the CM with approval by the HACEP Assistant Director of Construction. They will work alongside the CM's staff proposed for this assignment.

#### SELECTION CRITERIA

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

##### Qualification Criteria:

- Firm and proposed personnel 5-10 years of experience with projects of similar size, complexity, construction type
- Capacity and availability to begin work immediately upon contract award and to staff the program appropriately through its life cycle
- All staffing changes, additions or deletions, replacements are subject to review and approval of HACEP.
- Evaluation of a minimum of three relevant references, five references strongly preferred
- Demonstrated experience with quality assurance, job site safety monitoring, and effective team communication
- Appropriate staffing based on a demonstrated understanding of the project and competitive fee



## Selection Criteria Scoring

### Qualifications (60 points)

- Firm Experience with similar projects and scope of work 10 points
- Staff qualifications and experience 20 points
- Proposed staffing levels and organization are appropriate for the project 10 points
- Firm capacity to support the projects through the program lifecycle 10 points
- References (minimum 3, 5 strongly preferred) 10 points

### Cost (40 points)

- Unit cost (per proposed staff position) 25 points
- Proposed cost for optional support services 5 points
- Overall cost 10 points

Contract commencement: 8/1/19

Transition period commencement: 7/1/19

### Exhibits:

- A RAD references and resources
- B Construction Schedule Overview
- C Project Team Organization Chart
- D Project List



**PART II**

**CONTRACT CLAUSES**



**SECTION D**

**MANDATORY CLAUSES**



**Federal Acquisition Regulation (FAR) FAR 2005-83/07-02-2015  
Part II – Contract Clauses Section D**

**Clauses Incorporated by Reference**

As applicable:

FAR#:	CLAUSE TITLE	DATE
52.202-1	Definitions	November 2013
52.203-3	Gratuities	April 1984
52.203-5	Covenant Against Contingent Fees	May 2014
52.203-7	Anti-Kickback Procedures	May 2014
52.209-6	Protecting the Governments Interest when Sub-contracting with Contractors Debarred, Suspended or Proposed for Debarment	August 2013
52.215-2	Audit and Records – Negotiation	October 2010
52.215-8	Order of Precedence – Uniform Contract Format	October 1997
52.215-14	Integrity of Unit Prices	October 2010
52.217-6	Option for Increased Quantity	March 1989
52.217-9	Option to Extend the Term of the Contract	March 2000
52.222-4	Contract Work Hours and Safety Standards Act – Overtime Compensation	May 2014
52.222-6	Construction Wage Rate Requirements	May 2014
52.222-18	Certification Requiring Knowledge of Child Labor for Listed End Products	February 2001
52.222-20	Contracts for Materials, Supplies, Articles and Equipment Exceeding \$15,000	May 2014
52.222-26	Equal Opportunity	April 2015
52.222-35	Equal Opportunity for Veterans	July 2014
52.222-36	Equal Opportunity for Workers With Disabilities	July 2014
52.223-2	Affirmative Procurement of Biobased Products Under Services and Construction Contracts	September 2013
52.223-6	Drug Free Work Place	May 2001
52.227-1	Authorization and Consent	December 2007
52.228-5	Insurance – Work on a Government Installation	January 1997
52.229-3	Federal, State and Local Taxes	February 2013
52.232-7	Payments Under Time-and-Materials and Labor-Hour Contracts	August 2012
52.232-18	Availability of Funds	April 1984
52.232-23	Assignment of Claims	May 2014
52.237-2	Protection of Government Buildings, Equipment and Vegetation	April 1984
52.237-3	Continuity of Services	January 1991
52.242-13	Bankruptcy	July 1995
52.243-3	Changes – Time-and-Materials or Labor-Hours	September 2000
52.243-7	Notification of Changes	April 1984
52.246-17	Warranty of Supplies of a Non-complex Nature	June 2003
52.248-1	Value Engineering	October 2010
52.249-2	Termination for Convenience of the Government (Fixed Price)	April 2012
52.249-8	Default (Fixed Price Supply & Service)	April 1984
52.249-14	Excusable Delays	April 1984
52.252-2	Clauses Incorporated by Reference: This contract incorporates one or more clauses by reference, with the same forced effect as if they were given in full text.	February 1998



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. 1/01/2014)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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

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

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

1. Definitions

The following definitions are applicable to this contract:

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

2. Changes

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

- (d) proposal submitted before final payment of the contract. 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 thereof 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 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 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.



# Housing Authority of the City of El Paso

Request for Proposal: Construction and Design Project Management Services #:

RAD 18-R-0030

## Certifications and Representations of Offerors Non-Construction Contract

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

OMB Approval No: 2577-0180 (exp. 7/30/96)

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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

### 1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

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

### 3. Certificate of Independent Price Determination

(a) The bidder/offers certifies that—

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

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

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



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

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

**4. Organizational Conflicts of Interest Certification**

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

- (i) Award of the contract may result in an unfair competitive advantage;
- (ii) The Contractor's objectivity in performing the contract work may be impaired; or
- (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

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

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

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

**5. Authorized Negotiators (RFPs only)**

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

**6. Conflict of Interest**

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

**7. Offeror's Signature**

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

\_\_\_\_\_  
Signature & Date:

\_\_\_\_\_  
Typed or Printed Name:

\_\_\_\_\_  
Title:



Section 3  
Solicitation Package



## Section 3 Solicitation Package (revised 1/22/16 –Compliance Coord,)

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

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

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

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

- Section 3 Self-Certification and Skills Data Form

### Overview and Instructions for Contractors

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

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

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

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

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

1. Is 51% or more owned by Section 3 residents;
2. Employs Section 3 residents for at least 30% of its full-time, permanent staff; or (**During the entire life of the contract**)
3. Provides evidence of a commitment to subcontract to Section 3 business concerns, 25% or more of the dollar amount of the awarded contract.

- YOU MUST MAINTAIN THOSE PREFERENCE LEVELS DURING THE ENTIRE CONTRACT OR RISK HAVING THE CONTRACT TERMINATED FOR FAILURE TO COMPLY

### **III. Other Methods of Compliance**

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

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

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

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

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

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

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

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

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

### Section 3 Clause





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

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

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

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

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

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

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



Public Housing Authority Required Submittal Section 3 Certification and Action Plan

Name of Business

Address of Business

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

Contract/Solicitation Name or Number:

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

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

51% Resident Owned A business claiming status as a Section 3 Resident-Owned Business Concern (ROB) entity: Initial here to select this option Provide Certification for Section 3 Residents and proof that they own a minimum 51% of the business

25% Sub-Contracting A business claiming Section 3 status by subcontracting 25% of the dollar award to qualified Section 3 Business: Initial here to select this option Provide a list of intended subcontract Section 3 business (es) with amount Provide certification & all supporting documentation for each planned Section 3 Business Concern

IMPROTANT NOTICE: Preference must be maintained for the entire contract or the contract will be in non-compliance and at risk of termination.

30% Employer of Section 3 Residents Currently or New Hires Section 3 status, because at least 30% of the existing or newly hired workforce for this specific contract will be Section 3 residents throughout the entire contract period. If a Prime or General Contractor is electing this option, the 30% employment requirement will be for the entire project including all the sub-contractors employees. Initial here to select this option I anticipate my total number of employees for this contract to be and will be qualified Section 3. Check all methods you will employ to secure Section 3 Residents/Persons. Posting the position in community sources that are generally available to low income residents and the general public is a standard requirement. Check at least three (3) methods you will employ The local community newspaper Widely distributed newspaper Company or agency website HACEP communities and HACEP website Upper Rio Grande Workforce Solutions Other locations as approved by HACEP Other:



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

- I do not anticipate any new employees on this contract.
I do not anticipate any new contracting on this contract.
If I trigger the regulation by sub-contracting or hiring, I will comply with 24 CFR Part 135.

PRIOR COMPLIANCE CERTIFICATION

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

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

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

Signature

Print Name

Date



SECTION 3 SELF-CERTIFICATION AND SKILLS DATA FORM

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

Eligibility for Preference

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

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

My home address is:

\_\_\_\_\_  
Must be a Street address not a P O Box # Apt Number

\_\_\_\_\_  
City State Zip Home # Cell #

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

\_\_\_\_ Copy of lease \_\_\_\_\_ Copy of recipient of public assistance  
\_\_\_\_ Copy of Evidence of Participation In a public assistance program \_\_\_\_\_ other evidence: \_\_\_\_\_

Graduated High School or GED (month/year) \_\_\_\_\_ I Read and Speak English Fluently Yes or No  
Attended College, Trade, or Technical School \_\_\_ Yes/No Graduated \_\_\_ Yes/No Year Graduated \_\_\_\_  
Check the Skills, Trades, and/or Professions you have been employed in or contracted to do for others:  
 Drywall Hanging  Drywall Finishing  Interior Painting  Framing  
 HVAC  Electrical  Interior Plumbing  Exterior Plumbing  
 Siding  Cabinet Hanging  Door Replacement  Trim/Carpentry  
 Stucco  Window/Door Repl.  Construction Cleaning  Exterior Framing  
 Data Entry Service  Receptionist  Sales  Telephone Customer Service  
 Administrative  Teaching/Training  Personal Care Aid  Landscaping  
 CDL License  Roofing  Concrete/Asphalt Work  Heavy Equipment Operator  
 Fencing  Metal/Steel Work  Welding  Other  
\_\_\_\_\_



# Housing Authority of the City of El Paso

Request for Proposal: Construction and Design  
Project Management Services #:

RAD 18-R-0030

Continued in other page

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

(Check all that apply):

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

## FY 2018 Income Limits Summary

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

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

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

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



**PART III**

**DOCUMENTS, EXHIBITS AND OTHER**



**SECTION E**

**LIST OF ATTACHMENTS**



**SECTION F**

**REQUIRED CERTIFICATIONS**





FORM OF NON-COLLUSIVE AFFIDAVIT

PRIME OFFEROR

State of Texas
County of El Paso

\_\_\_\_\_ , being first duly sworn, deposes and says:

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

- 1. That affiant employed no person, corporation, firm, association, or other organization...
2. That no part of the contract price received by affiant was paid or will be paid to any person...
3. That such bid is genuine and not collusive or sham; that said Offeror has not colluded, conspired, connived, or agreed, directly or indirectly, with any Offeror or person...

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

Subscribed and sworn to before me

This \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

My Commission expires \_\_\_\_\_, 20 \_\_\_\_\_.



**CERTIFICATION OF EQUAL EMPLOYMENT OPPORTUNITY  
AGREEMENT**

I \_\_\_\_\_ (Official's Name) \_\_\_\_\_ (Title)

of the \_\_\_\_\_ do hereby certify that I have read and understand the EEO requirements throughout the life of this contract. Attachment of this executed form, as such, is required to complete a valid bid/proposal.

For Project: \_\_\_\_\_

Job to be performed: \_\_\_\_\_

\_\_\_\_\_  
Official's Signature

\_\_\_\_\_  
Date



**FEDERAL LABOR STANDARDS CERTIFICATION**

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

\_\_\_\_\_  
Signature of Bidder if Offeror is an individual

\_\_\_\_\_  
Signature of all partners if Offeror is a partnership

\_\_\_\_\_  
Company

\_\_\_\_\_  
Date



**AGREEMENT TO CONTRACT ELECTRONICALLY**

**PARTIES:**

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

**METHOD OF CONTRACTING:**

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

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

**RECEIPT (SIGNER) REQUIREMENTS**

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

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

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

Screen Resolution: 1024 X 768 minimum.

Enabled Security Settings: Allow per session cookies.

**SECURITY:**

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

**REVOCAION:**

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

\_\_\_\_\_  
Contractor

Gerald Cichon  
Chief Executive Officer



**Certification Regarding  
Debarment and Suspension**

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

**Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters -  
Primary Covered Transactions**

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;
  - b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**Instructions for Certification (A)**

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing



Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

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

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

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

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

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

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

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

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

**Instructions for Certification (B)**

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

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

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



4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be constructed to required establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant		Date
Signature of Authorized Certifying Official	Title	



### DISCLOSURE OF LOBBYING ACTIVITIES

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

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

<b>1. Type of Federal Action:</b> <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	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  Congressional District, if known: 4c	<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>  Congressional District, if known:	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b> \$	
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i>	<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
<b>11.</b> 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: _____	
<b>Federal Use Only:</b>		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 sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

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



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**STATEMENT OF OFFEROR'S QUALIFICATIONS**

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

1. Name of Firm (Legal Name)

\_\_\_\_\_

a. Name of President: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. When organized (year).

\_\_\_\_\_  
\_\_\_\_\_

4. If a Corporation, where incorporated.

\_\_\_\_\_  
\_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email: \_\_\_\_\_



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

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

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

---

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7. General character of work performed by your company.

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---

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

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

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

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

YES  NO

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

b. Have you ever been accused of discrimination based upon race, color, nationality, sex, disability, age, or religion in any action or legal proceeding including any proceeding related to any Federal Agency? If so, give full details. (Attach separate sheets.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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



# Housing Authority of the City of El Paso

Request for Proposal: Construction and Design  
Project Management Services #:

RAD 18-R-0030

Date \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Name of Offeror)

By: \_\_\_\_\_

Title: \_\_\_\_\_

State of \_\_\_\_\_)

City/County of \_\_\_\_\_) <sup>ss</sup>

\_\_\_\_\_ Being duly sworn,  
deposes

and says that he/she is the \_\_\_\_\_ of

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Notary Public)



FORM OF CONTRACT HOUSING AUTHORITY OF THE CITY OF EL PASO, TEXAS CONTRACT # \_\_\_\_\_

This Contract entered into this \_\_\_\_ day of \_\_\_\_\_, 2012 by and between the Housing Authority of the City of El Paso, Texas, (a political subdivision of the State of Texas under the provisions of the Texas Local Government Code) hereinafter called "HACEP" and \_\_\_\_\_, a corporation organized and existing under the Laws of the State of Texas, hereinafter called the "Contractor."

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

1 Contractor shall provide \_\_\_\_\_ as outlined in the scope of work for the above mentioned contract.

2 This contract shall be effective from \_\_\_\_\_ to \_\_\_\_\_ unless extended/renewed in writing by both parties. HACEP may extend the term of this contract. The total duration of the contract shall not exceed 60 months. This will mean First Base Year, and 4 Option Year Period.

3 HACEP shall pay the Contractor as per the attached fee schedule.

4 The Contractor shall furnish all supervision, technical personnel, labor, materials, and services to perform and complete all work required and work related thereto, in accordance with contract documents.

5. The contract shall be subject to and governed by the following documents, which are as fully a part of the contract as if hereinafter or herein repeated, form the contract:

- a. This Contract
b. Solicitation # HR 16-R-0004 and Amendments
c. Contractor's Proposal

5 The contract shall be terminated by HACEP for failure of Contractor to perform the services with thirty (30) days written notice at Contractor's regular mailing address. Contractor agrees to pay all reasonable and necessary expenses including attorney's fees incurred by HACEP in seeking to enforce this contract or defending its rights hereunder.

1 Any notices to HACEP shall be delivered to: Chief Executive Officer Housing Authority of the City of El Paso, Texas 5300 E. Paisano Drive El Paso, Texas 79905 - 2931

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

HACEP shall not be liable to the Contractor for any loss, damage or expense of any kind or nature caused directly, indirectly or consequentially by a negligent act or omission by HACEP or its employees, arising from or out of the contractual relationship between HACEP and the Contractor or for damages arising from or out of the use of the orders to



# Housing Authority of the City of El Paso

Request for Proposal: Construction and Design  
Project Management Services #:

RAD 18-R-0030

proceed, change orders, access to property or the failure to perform any other obligation which the Contractor claims is due, or for any loss of business whether direct or consequential and however caused.

CONTRACTOR: \_\_\_\_\_

\_\_\_\_\_

HOUSING AUTHORITY OF THE CITY OF  
EL PASO TEXAS

BY: TITLE:

BY: TITLE:

\_\_\_\_\_  
Gerald Cichon  
Chief Executive Officer

DATE: \_\_\_\_\_ DATE: \_\_\_\_\_

FEDERAL ID No. \_\_\_\_\_

WITNESS \_\_\_\_\_

APPROVED AS TO FORM: HACEP Legal Counsel \_\_\_\_\_

Date: \_\_\_\_\_



## EXHIBIT A

### **RAD References and Resources**

HACEP Website

<http://www.hacep.org/about-us/rad>

HUD Website:

<http://portal.hud.gov/hudportal/HUD?src=/RAD>





## **EXHIBIT B**

Construction Schedule Overview



**Pending to ADD**



# **EXHIBIT C**

Project Team Organization Chart



# Housing Authority of the City of El Paso

Request for Proposal: Construction and Design Project Management Services #:

RAD 18-R-0030

Exhibit C

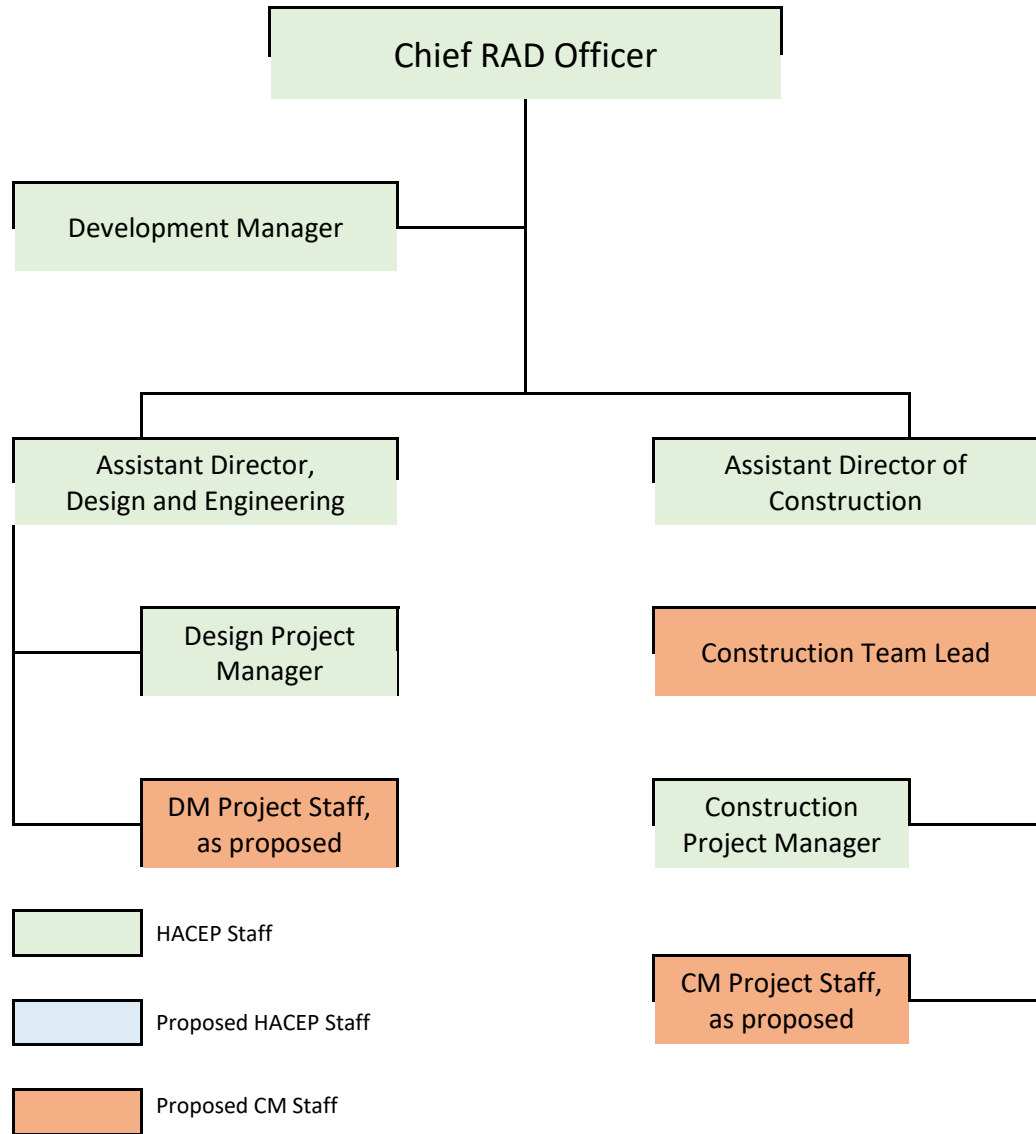
## HOUSING AUTHORITY OF THE CITY OF EL PASO RAD PROGRAM - CONSTRUCTION MANAGEMENT RESOURCE PLANNING CHART

Ongoing  
Not Started

Community	Units	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	
<b>CPM 1</b>	<b>471</b>																														
Chelsea P3	131																														
Medano P1	146																														
Sherman P1	90																														
Sherman P2	90																														
Pooley	14																														
Robinson P1	124																														
Robinson P2	60																														
<b>CPM 2</b>	<b>308</b>																														
Commissioner C. P2	93																														
Sandoval P2	116																														
Dewetter P1	43																														
Dewetter P2	56																														
Kathy White	78																														
AZTEC Park	1																														
<b>CPM 3</b>	<b>600</b>																														
Blue Flame P2	120																														
Sunplaza P2	80																														
Sunplaza P3	122																														
Tays North P1	132																														
Tays North P2	146																														
Blue Flame OR	1																														
Blue Flame CDBG	1																														
<b>HACEP CPM</b>	<b>512</b>																														
Cramer P1	70																														
Cramer P2	74																														
Guillen P1	67																														
Guillen P2	63																														
Martin Luther King P1	60																														
Martin Luther King P2	92																														
Eisenhower	66																														
No. 1 - 9% (TBD)	80																														
Tays North P2	146																														
<b>CPM 4</b>	<b>373</b>																														
Villa Alegre	370																														
Hart Baird CDBG	1																														
Blue Flame OR	1																														
Blue Flame CDBG	1																														
<b>Constr. Records Mgt./Wty</b>																															
<b>DPM 1</b>																															
<b>DPM 2</b>																															
<b>HACEP DPM</b>																															
<b>Document Control</b>																							*	*	*	*	*	*	*	*	*
<b>Program Manager</b>																						*	*	*	*	*	*	*	*	*	

\*Reduced Hours

\*\*Execute CPM Activities for all Blue Flame additional projects.





# **EXHIBIT D**

Project List





**PART IV**

**REPRESENTATIONS AND INSTRUCTIONS**





**SECTION F**  
**CERTIFICATIONS AND REPRESENTATIONS OF OFFEROR**  
**(5369-C)**



**Certifications and Representations of Offerors**

**Non-Construction Contract**

- Asian Pacific Americans
- Asian Indian Americans
- Hasidic Jewish Americans

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

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

- (a)  is,  is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 12 1.
- (b)  is,  is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c)  is,  is not a minority enterprise which, pursuant to Executive Order 1 1625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 per cent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- Black Americans
- Hispanic Americans
- Native Americans

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

Office of Public and Indian Housing

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

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

Do not send this form to the above address.

**1. Contingent Fee Representation and Agreement**

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

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

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



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

**3. Certificate of Independent Price Determination**

(a) The bidder/offeror certifies that-

(1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered-

(2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder/ offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

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

(1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

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

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

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

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

**4. Organizational Conflicts of Interest Certification**

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

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

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

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

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

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.



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

**5. Authorized Negotiators (RFPs only)**

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

**6. Conflict of interest**

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

**7. Offeror's Signature**

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

Signature & Date: \_\_\_\_\_

Typed or Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Form HUD-5369-C (8/93)

Ref Handbook 7460 8



## F-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

<u>FAR NO.</u>	<u>PROVISION TITLE</u>	<u>DATE</u>
52.215-1	Instructions to BIDDERS – Competitive Acquisition	OCT 1987
52.216-1	Type of Contract FEE SCHEDULE UNIT PRICE N/A	APR 1984

F-2 All Bids must be mailed or delivered to: Procurement Administration

Housing Authority of the City of El Paso, Texas  
5300 E. Paisano Dr.  
El Paso, Texas 79905

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

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

F-4 Bids shall be dated with each page numbered and displaying the bidder’s identification. Signatures required shall be in longhand and by those authorized to execute an eventual contract.

F-5 No oral, telegraphic, or telephonic Bids or modifications will be considered.

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

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

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

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

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

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

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

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

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

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

F-16 **PROTEST TO THE AGENCY**

(a) When a protest is filed with the agency, an award shall not be made until the matter is resolved unless the Director of Contracting or other designated official first determines that one of the following applies:  
The supplies or services to be contracted for are urgently required.

(1) Delivery or performance will be unduly delayed by failure to make award promptly.

(2) A prompt award will otherwise be advantageous to the Housing Authority of the City of El Paso, Texas.

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

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

F-18 **AWARD**

Award(s) will be made to the most responsive and responsible bidder(s) whose acceptable Bid represents the best interest of the Housing Authority of the City of El Paso, Texas.

F-19 **INCURRING COSTS**



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

**F-20 PRE-AWARD SURVEY OF PROSPECTIVE CONTRACTOR**

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

**F -21 FAILURE TO SUBMIT OFFER**

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

**F-22 (9505) ORGANIZATIONAL CONFLICTS OF INTEREST**

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

**F-23 COOPERATIVE PURCHASING**

This contract may be utilized for purchases by other local government entities under an inter-local cooperation agreement, Texas Government Code Chapter 791. Any contract award by the Housing Authority of the City of El Paso on behalf of another local government entity shall be contingent upon the issuance of a purchase order or execution of a separate contract by the other local government entity. The Contractor must deal directly with the local government entity concerning the placement of orders, issuance of the purchase order, insurance certificates, contractual disputes, invoicing and payment or any other terms and conditions that the other local government entity may require. The actual utilization of this contract award by the other local government entity is at the sole discretion of that other local government entity.

The Housing Authority of the City of El Paso is acting on the behalf of other local government entities for the sole purpose of complying with Texas competitive bidding requirements and shall not be held liable for any costs, damages, etc. incurred by any bidder with regard to any purchase by another local government entity. Housing Authority of the City of El Paso City shall be legally responsible only for payment for goods and services in the quantities detailed in the Authority's own purchase order or contract.



**SECTION G**

**INSTRUCTIONS TO OFFERORS**



**Instructions to Offerors  
Non-Construction**

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



- 03291 -

**1. Preparation of Offers**

(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.]



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**Housing Authority of the City of El Paso**

**Electronic Signature Procedures**

**I. Basis for these Procedures**

To facilitate the use of electronic signatures to enhance electronic transactions consistent with applicable law; to be consistent with reasonable practices concerning electronic transactions and the continued expansion of those practices; and to effectuate its general purpose to make uniform the law with respect to the states enacting it [§322.006 Texas Business and Commerce Code].

Legal Authority:

**Federal Law**

Notwithstanding any statute, regulation, or other rule of law, with respect to any transaction in or affecting interstate or foreign commerce –

1. a signature, contract, or other record relating to such transaction may not be denied legal effect, validity or enforceability solely because it is in electronic form, and
2. a contract relating to such transaction may not be denied legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. [15 USCS § 7001 (a)]

**Texas Law**

- (a) A record or signature may not be denied legal effect or enforceability solely because it is in electronic form.
- (b) A contract may not be denied legal effect or enforceability solely because an electronic record was used in its formation.
- (c) If a law requires a record to be in writing, an electronic record satisfies the law.
- (d) If a law requires a signature, an electronic signature satisfies the law. [§322.007 Tex. Bus. & Com Code]

**Exemption to Preemption by Federal Electronic Signatures Act**

Because Texas adopted a Uniform Electronic Transactions Act (UETA), Texas Law modifies, limits, or supersedes the provisions of the Electronic Signatures in Global and National Commerce Act as authorized by Section 102 of that Act. An electronic signature will be legally recognized under federal and Texas state law if the signature methods conform to the methods in this policy. [§ 322.019]

**Exceptions**

Electronic records and electronic signatures relating to a transaction do not apply to a transaction to the extent it is governed by:

- (1) wills, codicils, or testamentary trusts; or
- (2) the Uniform Commercial Code, other than Chapters 2 (Sales) and 2A(Leases).[§ 322.003].

**Electronic Signatures Not Mandated**

These procedures do not mandate the use of electronic signature. A vendor that agrees to conduct a transaction by electronic means may refuse to conduct other transactions by electronic means. Prior to entering into any transaction by electronic means such as a contract, agreement, or purchase order, a vendor shall execute an AGREEMENT TO CONTRACT ELECTRONICALLY. [§ 322.005]

**Venue**

Any and all issues pertaining to a transaction by electronic means will be governed and construed according to the laws of the State of Texas. Venue for any legal proceedings shall be in El Paso County Texas.



**II. Definitions**

1. "Agreement" means the bargain of the parties in fact, as found in their language or inferred from other circumstances and from rules, regulations, and procedures given the effect of agreements under laws otherwise applicable to a particular transaction.
2. "Automated transaction" means a transaction conducted or performed, in whole or in part, by electronic means or electronic records, in which the acts or records of one or both parties are not reviewed by an individual in the ordinary course in forming a contact, performing under and existing contact, or fulfilling an obligation required by the transaction.
3. "Computer program" means a set of statements or instructions to be used directly or indirectly in an information processing system in order to bring about a certain result.
4. "Contract" means the total legal obligation resulting from the parties' agreement as affected by this chapter and other applicable law.
5. "Electronic" means relating to technology having electrical, digital, magnetic, wireless, optical, electromagnetic, or similar capabilities.
6. "Electronic agent" means a computer program or an electronic or other automated means used independently to initiate an action or respond to electronic records or performances in whole or in part, without review or action by an individual.
7. "Electronic record" means a record created, generated, sent, communicated, received, or stored by electronic means.
8. "Electronic signature" means an electronic sound, symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.
9. "Governmental agency" means an executive, legislative, or judicial agency, department, board, commission, authority, institution, or instrumentality of the federal government or of a state or of a county, municipality, or other political subdivision of a state.
10. "Information" means data, text, images, sounds, codes, computer programs, software, databases or the like.
11. "Information processing system" means an electronic system for creating, generating, sending, receiving, storing, displaying, or processing information.
12. "Record" means information that is inscribed on a tangible medium and is retrievable in perceivable form.
13. "Security procedure" means a procedure employed for the purpose of verifying that an electronic signature, record, or performance is that of a specific person or for detecting changes or errors in the information in an electronic record. The term includes a procedure that requires the use of algorithms or other codes, identifying words or numbers, encryption, or callback or other acknowledgment procedures.
14. "State" means a state of the United States, the District of Columbia, Puerto Rico, the United States Virgin Islands, or any territory or insular possession subject to the jurisdiction of the United States. The term includes an Indian tribe or band, or Alaskan native village, which is recognized by federal law or formally acknowledged by a state.
15. "Transaction" means an action or set of actions occurring between two or more persons relating to the conduct of business, commercial, or governmental affairs. [§ 322.002]
16. "Notarization and Acknowledgment" means if a law requires a signature or record to be notarized, acknowledged, verified, or made under oath, the requirement is satisfied if the electronic signature of the person authorized to perform those acts, together with all other information required to be included by other applicable law, is attached to or logically associated with the signature or record. [322.011]
17. "Use of Electronic Records and Electronic Signatures" means this policy applies only to transactions between parties each of which has agreed to conduct transactions by electronic means. Whether the parties agree to conduct a transaction by electronic means is determined from the context and surrounding circumstances, including the parties' conduct. A party that agrees to conduct a transaction by electronic



means may refuse to conduct other transactions by electronic means. The right granted by this subsection may not be waived by agreement.

**III. Practical Considerations**

**Time and Place of Sending:**

- (a) Unless otherwise agreed between the sender and the recipient, an electronic record is **sent** when it:
1. is addressed properly or otherwise directed properly to an information processing system that the recipient has designated or uses for the purpose of receiving electronic records or information of the type sent and from which the recipient is able to retrieve the electronic record;
  2. is in a form capable of being processed by that system; and
  3. enters an information processing system outside the control of the sender or of a person that sent the electronic record on behalf of the sender or enters a region of the information processing system designated or used by the recipient which is under the control of the recipient.

**Time and Place of Receiving**

- (b) Unless otherwise agreed between the sender and the recipient, an electronic record is **received** when:
1. it enters an information processing system that the recipient has designated or uses for the purpose of receiving electronic records or information of the type sent and from which the recipient is able to retrieve the electronic record; and
  2. it is in a form capable of being processed by that system.
- (c) Subsection (b) applies even if the place the information processing system is located is different from the place the electronic record is deemed to be received under subsection (d).
- (d) Unless otherwise expressly provided in the electronic record or agreed between the sender and the recipient, an electronic record is deemed to be sent from the sender's place of business and to be received at the recipient's place of business. For purposes of this subsection, the following rules apply:
1. if the sender or the recipient has more than one place of business, the place of business of that person is the place having the closest relationship to the underlying transaction; and
  2. if the sender or the recipient does not have a place of business, the place of business is the sender's or the recipient's residence, as the case may be.
- (e) An electronic record is received under Subsection (b) even if no individual is aware of its receipt.
- (f) Receipt of an electronic acknowledgement from an information processing system described in Subsection (b) establishes that a record was received but, by itself, does not establish that the content sent corresponds to the content received.
- (g) If a person is aware that an electronic record purportedly sent under Subsection (a), or purportedly received under Subsection (b), was not actually sent or received, the legal effect of the sending or receipt is determined by other applicable law. Except to the extent permitted by the other law, the requirements of this subsection may not be varied by agreement. [§ 322.015]

**Provision of Information in Writing:**

If parties have agreed to conduct a transaction by electronic means and a law requires a person to provide, send, or deliver information in writing to another person, the requirement is satisfied if the information is provided, sent, or delivered, as the case may be, in an electronic record capable of retention by the recipient at the time of receipt. An electronic record is not capable of retention by the recipient if the sender or its information processing system inhibits the ability of the recipient to print or store the electronic record. [§322.008]

**Security:**

**Effect of Change or Error**

- (a) If a change or error in an electronic record occurs in a transmission between parties to a transaction, the rule provided by this section apply.



- (b) If the parties have agreed to use a security procedure to detect changes or errors and one party has conformed to the procedure, but the other party has not, and the nonconforming party would have detected the change or error had the party also conformed, the conforming party may avoid the effect of the changed or erroneous electronic record. [§322.010]

**Record Retention:**

Retention of Electronic Records; Originals

HACEP records are governed by the Local Government Records Act of Chapters 201, 204, and 205 of the Texas Local Government Code, as well as the Texas State Library and Archives Commission under Section 441.158 of the Texas Government Code with regard to the retention schedules. As such, it is imperative that all records generated pursuant to these electronic signature policies and procedures be maintained and retained in accordance with the Texas State Library and Archives Commission-Retention Schedule for Records Common to All Local Governments.

- (a) The record retention requirement is satisfied by retaining an electronic record of the information in the record which:
1. accurately reflects the information set forth in the record after it was first generated in its final form as an electronic record or otherwise; and
  2. remains accessible for later reference.
- (b) A requirement to retain a record in accordance with Subsection (a) does not apply to any information the sole purpose of which is to enable the record to be sent, communicated, or received.
- (c) A person may satisfy Subsection (a) by using the services of another person if the requirements of that section are satisfied.
- (d) If a law requires a record to be presented or retained in its original form or provides consequences if the record is not presented or retained in its original form, the law is satisfied by an electronic record retained in accordance with Subsection (a).
- (e) If a law requires retention of a check, that requirement is satisfied by retention of an electronic record of the information on the front and back of the check in accordance with Subsection (a).
- (f) A record retained as an electronic record in accordance with Subsection (a) satisfies a law requiring a person to retain a record for evidentiary, audit, or like purposes, unless a law enacted after January 1, 2002, specifically prohibits the use of an electronic record for the specified purpose.
- (g) This section does not preclude HACEP from specifying additional requirements for the retention of a record subject to the agency's jurisdiction.

**IV. Basic Procedures**

- (a) When a contract or contract modification has been created, the Procurement staff member shall convert said document into a PDF file.
- (b) The Procurement staff members shall upload the PDF document into the DocuSign website. The URL is <https://www.docusign.com/>.
- (c) The Procurement staff member shall identify all signing places on the document in the DocuSign website.
- (d) The Procurement staff member shall enter the email address of all parties that are required to sign the documents.
- (e) Each successive signature will cause DocuSign.com to email the next signer. Once the final signature is performed (by the HACEP Chief Executive Officer, designated as the Contracting Officer), all signers will receive a copy of the signed document.

**V. Security**

- (a) HACEP's email servers are SSL certified, which provides a high level of security. DocuSign's encryption features and private SSL 256 bit viewing session is standard, which is compatible to HACEP's new security standards. According to the DocuSign website, their service also features disaster recovery and third-party penetration testing.
- (b) Personal Identification Number (PIN) or password: The CEO accessing the DocuSign website is requested to enter a "shared" personal identification number (called "shared" because it is known both to the user and to the creator of the document). When the CEO clicks on the URL derived from a secure email, he also enters a PIN. The system checks that PIN against data in a database



to ensure its correctness and thereby “authenticates” the user. If the authentication process is performed over an open network such as the Internet, it is usually essential that at least the shared secret be encrypted. This task can be accomplished by using technology called Secure Sockets Layer (SSL), which uses a combination of public key technology and symmetric cryptography to automatically encrypt information as it is sent over the Internet by the user and decrypt it before it is read by the intended recipient. SSL currently is built into the HACEP email system. In such a fashion that its use is transparent to the end user. Assuming the password is protected during transmission, as described above, impersonating the user requires obtaining the user’s password. This may be relatively easy if users do not follow appropriate guidelines for password creation and use. HACEP shall establish adequate guidelines for password creation and protection.

- C) The PIN shall be provided to the Procurement Department for future use. The method for providing the PIN shall be in person so as to effect different communication routes.



**SECTION H**

**EVALUATION FACTORS FOR AWARD**



**SELECTION CRITERIA**

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

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

*Qualification Criteria:*

*Qualifications (60 points)*

- Firm Experience with similar projects and scope of work 10 points
- Staff qualifications and experience 20 points
- Proposed staffing levels and organization are appropriate for the project 10 points
- Firm capacity to support the projects through the program lifecycle 10 points
- References (minimum 3, 5 strongly preferred) 10 points

*Cost (40 points)*

- Unit cost (per proposed staff position) 25 points
- Proposed cost for optional support services 5 points
- Overall cost 10 points

***Selection Criteria Scoring***

<b>Qualifications</b>	<b>60 points</b>	
Firm Experience with similar projects and scope of work	<i>10 points</i>	
Staff qualifications and experience	<i>20 points</i>	
Proposed staffing levels and organization are appropriate for the project	<i>10 points</i>	
Firm capacity to support the projects through the program lifecycle	<i>10 points</i>	
References ( <i>minimum 3, 5 strongly preferred</i> )	<i>10 points</i>	
<b>Cost</b>	<b>40 points</b>	
Unit cost (per proposed staff position)	<i>25 points</i>	
Proposed cost for optional support services	<i>5 points</i>	
Overall cost	<i>10 points</i>	





## **CONTRACT AWARD**

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

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

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

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

## **AFFIRMATIVE ACTION**

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

## **BASIS FOR AWARD**

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

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

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



**TECHNICAL EVALUATION**

**WORK SHEET**

Name: \_\_\_\_\_

Reviewer: \_\_\_\_\_

Date: \_\_\_\_\_

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

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

**COMPOSITE SCORE:** \_\_\_\_\_

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

**Acceptable:** \_\_\_\_\_

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

**Potentially Acceptable:** \_\_\_\_\_

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

**Unacceptable:**

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



## **SECTION I**

# **TRAVEL REIMBURSEMENT GUIDELINES**



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

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

- Lodging
Meals and Incidentals Expenses

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

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

Sincerely,

Satish Bhaskar

HACEP Chief Financial Officer

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

Name and title: \_\_\_\_\_

date: \_\_\_\_\_



**Vendor Information Form**

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

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

Name:	
Title:	
Telephone Number:	
Fax:	
Email:	

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

Name:	
Title:	
Telephone Number:	
Fax:	
Email:	