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# **Invitation for Bids (IFB) Access Control Gates for Westway Apartments**

*for*

**Opportunity Home San Antonio** *and*  
Affiliated Entities

Date Issued

**April 03, 2024**

IFB #

**2404-5477**

NIGP Code #

**936-37**

Closes

**April 26, 2024 at 2 p.m.**

**Prepared by**

Opportunity Home San Antonio  
Department of Procurement

**President and CEO**

Ed Hinojosa Jr.

## Invitation for Bids For

### Access Control Gates for Westway Apartments

Housing Authority of the City of San Antonio a/k/a Opportunity Home San Antonio (“Opportunity Home”) and its affiliated entities hereby invites qualified independent Contractors to submit bids for labor, materials and equipment to install access controlled gates for vehicles and pedestrians throughout the property at Westway Apartments, 5627 Culebra Rd, San Antonio, TX 78228.

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

The Invitation for Bid can be obtained by calling 210-477-6059 or online at

**Bonfire Portal (download and submit):**

<https://homesa.bonfirehub.com/portal/?tab=openOpportunities>

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

OPPORTUNITY HOME SAN ANTONIO

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**IFB INFORMATION AT A GLANCE**

POINT OF CONTACT	Shayne Everett-Endres Contract Specialist Phone: (210) 477-6254 Fax: (210) 477-6254 <a href="mailto:shayne_everett-endres@homesa.org">shayne_everett-endres@homesa.org</a>
DATE ISSUED	April 03, 2024
NON-MANDATORY PRE-SUBMITTAL MEETING	<b>Not Applicable~</b>
LAST DATE FOR QUESTIONS	<b>April 18, 2024 at 5:00 p.m.</b> Submit using Bonfire Portal
BID DUE DATE	<b>April 26, 2024 at 2:00 p.m.</b>
ANTICIPATED APPROVAL BY THE BOARD	May / June 2024
SUBMITTAL REQUIREMENTS	<b>Responses must be completed and submitted through the following Bonfire E-Procurement system portal:</b> <a href="https://homesa.bonfirehub.com/portal/?tab=openOpportunities">https://homesa.bonfirehub.com/portal/?tab=openOpportunities</a>

## INTRODUCTION

INTRODUCTION Founded in 1937, Opportunity Home San Antonio (“Opportunity Home”), formerly known as San Antonio Housing Authority (“SAHA”), has committed more than 80 years to building and maintaining affordable housing for the residents of San Antonio.

Opportunity Home is one of 39 public housing authorities throughout the nation with the Moving-to-Work (MTW) designation, which provides agencies with the flexibility to design and test innovative approaches to enhance the agency’s programs.

Opportunity Home provides housing assistance to more than 65,000 children, adults, and seniors through its Public Housing, Housing Choice Voucher, and Mixed-Income housing programs. As a compassionate agency, we understand safe and quality affordable housing is the foundation to success, and we have the privilege of managing nearly 70 public housing communities, 46 mixed-income apartment complexes, known as Beacon Communities, and administering nearly 14,000 rental vouchers throughout San Antonio.

Opportunity Home is one of the largest housing authorities in the state of Texas and has an existing team of experienced staff and consultants assembled to facilitate the redevelopment of its properties. Opportunity Home is committed to creating dynamic communities where people thrive and spurs economic growth through the awarding of local contractors with housing development projects, obtaining real estate, and administering rental subsidies with private property owners.

Opportunity Home is managed by a President and CEO with an innovative executive team and with the guidance of seven Board of Commissioners appointed by the Mayor of San Antonio. The Opportunity Home Board of Commissioners, upon the advice of the President and CEO, approves all major policy and contractual decisions. The President and CEO are then charged with implementing these actions.

Opportunity Home is a unit of government and its functions are essential governmental functions. The property of Opportunity Home is used for essential public and governmental purposes and is exempt from all taxes, including sales tax on all its purchases of supplies and services.

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

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

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

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

## INVITATION FOR BID

### 1.0 GENERAL INFORMATION

- 1.1 Statement of Purpose:** Opportunity Home San Antonio and its affiliated entities (Opportunity Home) is seeking bids from independent Contractors to submit bids for labor, materials and equipment to install access controlled gates for vehicles and pedestrians at Westway Apartments, 5627 Culebra Rd, San Antonio, TX 78228.
- 1.2** Bidders acknowledge that submitting a bid to Opportunity Home is not a right to be awarded a contract, but only an offer by the Bidder to perform the requirements of the IFB documents in the event Opportunity Home decides to award a contract to that Bidder.
- 1.3 Non-Mandatory Pre-Bid Conference:** A pre-bid conference will be held virtually as indicated herein. The purpose of this conference is to assist Bidders in the understanding of the IFB documents and required submittal documents. At this conference, Opportunity Home will conduct an overview of the IFB documents, including attachments. Any questions concerning the scope must be presented in writing (e-mail is acceptable) to the contact person listed herein and will be answered in an addendum.
- 1.4 Bidder's Responsibilities-Contact with Opportunity Home:** Bidders shall address all communication and correspondences pertaining to this IFB process to contact listed herein only. Bidders must not inquire or communicate with any other Opportunity Home staff member or official (including members of the Board of Commissioners) pertaining to this IFB. Failure to abide by this requirement is cause for a bid to be disqualified. During the IFB solicitation process, Opportunity Home will not conduct any ex parte conversations which may give one prospective Bidder an advantage over other prospective Bidders.

### Opportunity Home'S RESERVATION OF RIGHTS

- 2.1** Opportunity Home reserves the right to reject any or all bids, waive any informality in the IFB process, or to terminate the IFB process at any time if deemed by Opportunity Home to be in its best interests.
- 2.2** Opportunity Home reserves the right not to award a contract pursuant to this IFB.
- 2.3** Opportunity Home reserves the right to terminate a contract awarded pursuant to this IFB, at any time for its convenience upon 30 days' written notice to the successful Bidder(s).

- 2.4** Opportunity Home reserves the right to determine the days, hours, and locations that the successful Bidder(s) shall provide the services called for in this IFB.
- 2.5** Opportunity Home reserves the right to retain all bids submitted and not permit withdrawal for a period of 90 days subsequent to the deadline for receiving bids without written consent from Opportunity Home.
- 2.6** Opportunity Home reserves the right to reject and not consider any bid that does not meet the requirements of this IFB, including but not necessarily limited to incomplete bids and/or bids offering alternate or non-requested services and from individuals deemed non-responsible.
- 2.7** Opportunity Home shall have no obligation to compensate any Bidder for any costs incurred in responding to this IFB.
- 2.8** Opportunity Home reserves the right to at any time during the IFB or contract process to prohibit any further participation by a Bidder or reject any bids submitted that do not conform to any of the requirements detailed herein. Each prospective Bidder further agrees that he/she will inform Opportunity Home in writing within five (5) days of the discovery of any item that is issued thereafter by Opportunity Home that he/she feels needs to be addressed. Failure to abide by this timeframe shall relieve Opportunity Home, but not the prospective Bidder, of any responsibility pertaining to such issue.
- 2.9** Opportunity Home reserves the right to, prior to award, revise, change, alter or amend any of the instructions, terms, conditions, and/or specifications identified within the IFB documents issued, within any attachment or drawing, or within any addenda issued. All addenda will be posted on Opportunity Home's Bonfire portal <https://homesa.bonfirehub.com/portal/?tab=openOpportunities>. Such changes that are issued before the bid submission deadline shall be binding upon all prospective Bidders.
- 2.10** In the case of rejection of all bids, reserves the right to advertise for new bids or to proceed to do the work otherwise.
- 2.11** Opportunity Home reserves the right to, without any liability; cancel the award of any bid(s) at any time before the execution of the contract documents by all parties.
- 2.12** Opportunity Home reserves the right to reduce or increase estimated or actual quantities in whatever amount necessary without prejudice or liability to , if:
- 2.12.1** Funding is not available,

- 2.12.2** Legal restrictions are placed upon the expenditure of monies for this category of service or supplies; or,
- 2.12.3** Opportunity Home's requirements in good faith change after awarding of the contract.
- 2.13** Opportunity Home reserves the right to make an award to more than one Bidder based on cost and the Bidder being considered responsive and responsible.
- 2.14** Opportunity Home reserves the right to require additional information from all Bidders to determine level of responsibility. Such information shall be submitted in the form and time frame required by Opportunity Home.
- 2.15** Opportunity Home reserves the right to require the Contractor to keep accurate timesheets for all employees assigned to perform any project, task, or assignment resulting from this IFB and any resulting contract.
- 2.16** Opportunity Home reserves the right to contact any individuals, entities, or organizations that have had a business relationship with the Bidder regardless of their inclusion in the reference section of the bid submittal.
- 2.17** In the event any resulting contract is prematurely terminated due to non-performance and/or withdrawal by the Contractor, Opportunity Home reserves the right to seek monetary restitution (to include but not limited to withholding of monies owed) from the Contractor to cover costs for interim services and/or cover the difference of a higher cost (difference between terminated Contractor's rate and new company's rate) beginning the date of Contractor's termination through the contract expiration date.
- 2.18** Opportunity Home reserves the right to amend the contract any time prior to contract execution.

### **3.0 GENERAL CONDITIONS:**

- 3.1 SPECIFICATIONS:** The Contractor shall provide the goods or services as specified in this IFB and any attached HUD Documents. Specifications are in Attachment A.
- 3.2 REGULATORY/LICENSING:** Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and codes and obtain any licenses or permits required to provide the services under this IFB. Obtaining licenses and permits shall be the sole responsibility of the successful Bidder whether or not they are known to either the Opportunity Home or the Bidders at the time of the submittal deadline or the award.



- 3.3 SECTION 3:** Contactor is required to prepare and submit monthly reports on Section 3. Contractor shall utilize Section 3 residents and businesses as defined in Attachment D to perform the requirements under this IFB to the greatest extent feasible and shall document such efforts monthly. There is a 30% goal for hiring Section 3 residents on any contract resulting from this IFB, a subcontracting goal of 10% for Section 3 Businesses for construction contracts, and a subcontracting goal of 3% with Section 3 Businesses for non-construction contracts. Contractors will be evaluated on their performance at achieving this goal and such evaluation shall be a factor in future awards.  
**FAILURE TO PROVIDE A SECTION 3 PLAN MAY CAUSE THE SUBMITTAL TO BE DISQUALIFIED AS NON-RESPONSIVE.**
- 3.4 SMALL, WOMAN, MINORITY BUSINESS ENTERPRISES (SWMBE):** The Proposer is required to include a plan identifying the Proposer's good faith efforts to assist Opportunity Home in its responsibility to foster the development of small and historically underutilized business enterprises including woman-owned, minority-owned, disabled veteran-owned business enterprises and other business enterprises owned and recognized by HUD as having privileged status. All subcontracting opportunities shall be outlined in this plan and any subcontractors listed on the Subcontractor's form provided in Attachment C. **FAILURE TO PROVIDE A SWMBE PLAN MAY CAUSE THE SUBMITTAL TO BE DISQUALIFIED AS NON-RESPONSIVE.**
- 3.5 RESPONSIBILITY FOR SUBCONTRACTORS:** All requirements for the "Prime" contractor shall also apply to any and all subcontractors. It is the Prime Contractors' responsibility to ensure compliance by the subcontractors. Regardless of subcontracting, the Prime Contractor remains liable to Opportunity Home for the performance under this IFB or any resulting contract.
- 3.6 Criminal History:** Contractor shall perform criminal history checks on all employees performing work on Opportunity Home property and if requested provide summaries of the results to Opportunity Home. Prospective employees whose criminal history checks disclose a misdemeanor or felony conviction involving crimes of moral turpitude or harm to persons or property shall not be used to perform work under this IFB or any resulting contract. Criminal history checks will be completed at the sole expense of the Contractor.
- 3.7 Drug Screening:** Respondent, by submitting a response to this solicitation, certifies that it is in compliance with the "Drug-Free Workplace Act". Respondent agrees that if awarded a contract and upon a reasonable request by Opportunity Home, the respondent will have tested immediately any employee suspected of being under the influence of drugs or alcohol and if positive remove them permanently from assignments on Opportunity Home-owned properties.

- 3.8 LIQUIDATED DAMAGES:** For each day that performance under a resulting contract from this IFB is delayed beyond the time specified for completion, the successful Bidder shall be liable for liquidated damages in the amount of \$100.00 per day. However, the timeframe for performance may be adjusted at Opportunity Home's discretion in writing and received by the successful Bidder prior to default under any resulting contract.
- 3.9 UNACCEPTABLE EMPLOYEES:** If any employee of the Contractor is deemed unacceptable by Opportunity Home, Contractor shall immediately replace such personnel with a substitute acceptable to Opportunity Home.
- 3.10 UNIFORMS/BADGES:** Contractor shall provide uniforms and/or ID badges for all employees working on Opportunity Home's properties. No employee will be allowed on Opportunity Home's properties out of uniform and/or without an ID badge.
- 3.11 WARRANTY:** All items installed/provided under any contract resulting from this IFB must include a minimum of a two (2) year warranty from the Contractor for labor, materials, and installation except as specified otherwise herein. This period will begin on the date of "FINAL" acceptance by Opportunity Home.
- 3.11.1** The services provided under the contract shall conform to all information contained within the IFB documents as well as applicable Industry Published Technical Specifications, and if one of the above-mentioned Specifications contains more stringent requirements than the other, the more stringent requirements shall apply.
- 3.11.2** In addition to all other warranties, the warranty shall include the warranty for merchantability and the warranty of fitness for a particular purpose.
- 3.11.3** Contractor shall assign any warranties and guarantees to Opportunity Home and provide the Contractor's Warranty for Labor and Installation to Opportunity Home along with all Manufacturers' Warranty documents.
- 3.12 SUBMISSIONS:** Late submissions will not be accepted. Submissions received prior to the opening will be held in confidence until the opening
- 3.13 PROPOSED COST:**
- 3.13.1 Base Costs:** Your proposed fee for each item is inclusive of all necessary costs to provide the proposed services, including, but not limited to: employee costs and benefits; clerical support; overhead; profit; supplies; materials; licensing; insurance, vehicle fuel, etc. Each fee proposed shall be fully "burdened" with profit and overhead costs.

- 3.13.2 Unit Prices:** Your proposed unit price for each item listed on the Unit Price Sheet, if required, shall be inclusive of all expenses incurred to perform the service under this IFB and any resulting contract. Unit Price shall include but not be limited to employee costs and benefits, clerical support, overhead, profit, supplies, materials, equipment, licensing, insurance, bonding, vehicle fuel, etc. In case of a discrepancy between a unit price and an extension, the unit price prevails.
- 3.13.3** Contractor shall provide at contractor's own expense all equipment, labor, materials, supplies, and tools unless specified otherwise.
- 3.14 Taxes:** Opportunity Home, as a governmental entity, is exempt from Texas State Sales and Use Taxes and Federal Excise Taxes. A letter of Tax Exemption will be provided upon request.
- 3.15 Delivery:** All costs submitted by the successful Bidder shall reflect the cost of delivering the proposed items and/or services to the locations specified within the IFB documents or within the Agreement. All costs in the bid submittal shall be quoted as FOB Destination, Freight Prepaid, and allowed unless otherwise stated in this IFB.
- 3.15.1** The successful Bidder agrees to deliver to the designated location(s) on or before the date as specified in the finalized contract. Failure to deliver on or before the specified date constitutes an event of default by the successful Bidder. Upon default, the successful Bidder agrees that Opportunity Home may, at its option, rescind the finalized contract under the termination clause herein and seek compensatory damages as provided by law.
- 3.16 "Or Equal":** Catalogs, brand names, or manufacturer's references where provided are descriptive only and indicate type and quality desired. Bids on brands of like nature and quality will be considered unless specified otherwise. If bidding other than the referenced manufacturer, brand, or trade name, Bidder must provide a complete description of the product offered, and illustrations and must be included in the bid submittal. Failure to include the above-referenced data will require Contractor to furnish the specified brand names, numbers, etc.
- 3.17 TYPE OF CONTRACT:** Firm fixed contract with the option to extend at the sole discretion of Opportunity Home.

**3.18 BID GUARANTEE, PERFORMANCE AND PAYMENT BONDS:** All Surety Bonds shall be issued by companies licensed to do business in the State of Texas, approved by the U.S. Treasury, and “A” rated or better by A. M. Best. Individual Sureties will not be accepted.

**3.18.1 Opportunity Home requires a Bid Guarantee** for this bid in the amount of 5% of the Base Bid, which shall be submitted with the Bid Fee Sheet. Proposals without a Bid Guarantee will be rejected. Nonsurety Bid Guarantees must be in guaranteed funds such as Cashier’s Check, Certified Check, Bank Draft, irrevocable letter of credit, or similar cash instrument.

**3.18.2 Performance Bond:** The Contractor must provide Opportunity Home a 100% Performance Bond for total contract value, however, if the Contractor is unable to acquire the equitable bonding that is acceptable to Opportunity Home within ten (10) days of the signed contract, then the Contractor will be deemed in breach of contract.

**3.18.3 Payment Bond:** The Contractor must provide Opportunity Home with a 100% Payment Bond for each Project Contract executed by Opportunity Home, however, if the Contractor is unable to acquire the equitable bonding that is acceptable to Opportunity Home within ten (10) days of the signed contract, then the Contractor will be deemed in breach of contract.

**3.19 PERMITS:** Permits are the responsibility of the awarded contractor.

**3.20 COMMUNICATIONS:**

**3.20.1 Form:** All claims, notices, demands, requests, instructions, approvals, and proposals must be submitted in writing.

**3.20.2 Notice to Contractor:** Any Notices or Demands upon the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the signature page of the Contract or at such other office as he/she may from time to time designate in writing to Opportunity Home or deposited in the United States mail in a sealed, postage-prepaid envelope or if delivered with charges prepaid to any telegraph company for transmission and addressed to the office of the Contractor indicated on the signature page of the contract or such other address as may be subsequently specified in writing to Opportunity Home.

**3.20.3 Notice to Opportunity Home:** All notification papers required to be delivered to Opportunity Home or its designated representative shall unless otherwise specified in writing to the Contractor, be delivered to attn. Procurement, Opportunity Home at 818 South Flores, San Antonio, Texas, 78204; and any notice to or demand upon Opportunity Home shall be sufficiently given if so delivered or deposited in the United States mail in a sealed, postage-prepaid envelope or delivered with charges prepaid to any telegraph company for transmission to Opportunity Home at the above address or to such other address as Opportunity Home may subsequently specify in writing to the Contractor for such purpose.

**3.20.4 Receipt:** Any such notice shall be deemed to have been given as of the time of actual delivery; or in the case of mailing, when the same should have been received in due course after the date of surrender to the Post Office; or in the case of telegrams, at the time of actual receipt, as the case may be.

**3.21 Calculations:** The Contractor is responsible for field verifying the conditions and quantities required to deliver a complete and functional project. This shall include but is not limited to: demolition, disposal, preparation, installation, overhead, profit, bonding, general liability, labor burden, weather conditions, field verified quantities, and encumbrances. All Bidders' submitted Unit Price Items must include these variables. Opportunity Home shall not pay additional sums for a Bidder's failure to factor these conditions into the Bids. Failure to consider any of the factors listed shall not negate the Contractor's responsibility to perform if awarded a contract under this IFB.

**3.21.1 Estimated Quantities:** Any quantities provided herein are strictly estimates unless specified otherwise. It is the Bidder's responsibility to determine the exact quantities required to provide a complete, finished, functional, and operational product. Unit prices, if requested, are to be utilized only for additional work requested by Opportunity Home.

**3.22 Project Occupancy:** For the purposes of this solicitation the developments shall be considered fully occupied.

**3.23 Time for Completion:** The Contractor shall immediately mobilize and commence work at the time stipulated in the Notice to Proceed to the Contractor and shall be fully completed within 60 days, unless the contractor specifies a different time for completion.

- 3.24 Safety:** Subject to prior approval by Opportunity Home as to size, design, type, and location, and to local regulations, the Contractor and his / her subcontractors shall erect Temporary Safety Signs for purposes of identification and controlling traffic. The Contractor shall furnish, erect, and maintain such signs as may be required by safety regulations and as necessary to safeguard life and property. Covid safety precautions are heavily suggested such as wearing masks while inside the building.
- 3.25 Builders Risk:** Contractor is required to acquire Builder's Risk Insurance for any project or projects resulting from this solicitation. In any case, Opportunity Home will not be responsible for any loss to Contractor's tools, materials, supplies, the building or project, or any other coverage normally covered under Builder's Risk Insurance. See HUD form 5370 attached.
- 3.26 Storage:** The Contractor and his/her subcontractors may maintain with approval by the Opportunity Home Property & Project Managers various Storage Facilities on the site as may be necessary in the proper conduct of the work. These shall be located to cause no interference with any work to be performed on the site by the Contractor or others. The Contractor shall consult with Opportunity Home regarding the location(s) of these facilities on each site.
- 3.27 Removal of Temporary Facilities:** Upon completion of the project, or as directed by Opportunity Home, the Contractor shall remove all temporary structures and facilities they installed from the site and leave the premises in equal or better condition than it was at turnover.
- 3.28 Final Inspection:**
- 3.28.1 Notice:** The Contractor shall provide prompt written notification to Opportunity Home when all work is completed. A final project inspection shall be made when all work is completed. Until the final inspection has been made and project accepted by Opportunity Home, Opportunity Home shall not advance any of the retainages or make the final payment to the Contractor without the approval and concurrence of the Contracting Officer.
- 3.28.2 Inspection Date:** Upon receipt of the Contractor's notification of the date when the work has been completed, Opportunity Home shall conduct a final Inspection within 2 calendar days.
- 3.28.3 Inspection Participants:** The final inspection shall be conducted by a Opportunity Home representative/s, any System Manufacturer's Representative/s, and the Contractor's representative/s at a minimum.

**3.28.4 Inspection Conference:** The inspection team shall meet after completing the final inspection to determine whether the work has been completed in accordance with these specifications and produce a Punch List Schedule that describes any minor items of incomplete or unsatisfactory work and documents if there are any major deficiencies which must be corrected by the Contractor and additional inspections scheduled prior to contract settlement.

**3.29 Settlement Documents:** The settlement document shall state that the work was completed in accordance with the construction documents, including change orders except any minor items identified on Opportunity Home's proposed certificate of completion, the total amount due to the Contractor, and a separately stated amount for each unsettled claim against Opportunity Home. It shall also state that Opportunity Home is released of all liens and all claims except those expressly stated in the Contractor's release and that wages paid to laborers or mechanics were consistent with the wage rate requirements of the contract and there are no outstanding claims for unpaid wages, materials, or supplies.

**3.30 Wage Rate:** The maintenance wage rates apply and Davis Bacon and Related Acts wage and reporting requirements may apply to this project depending on additional requirements that arise as needed.

**3.31 Other Products and Services:** Should the awarded Vendor either now or in the future offer or provide other related products or services Opportunity Home reserves the right to obtain a quote for those products or services from the Vendor and if Opportunity Home deems the fees and the product or service fair and reasonable and of substantial benefit to Opportunity Home the product or service may be purchased under the terms of this solicitation and its subsequent contract as though the product or service was included in the solicitation and contract, or Opportunity Home may choose to procure through other methods.

#### **4.0 CONDITIONS TO BID:**

**4.1 Pre-Qualification:** Bidders will not be required to pre-qualify in order to submit a bid. However, all Bidders will be required to submit adequate information showing that the bidder is qualified to perform the required work (i.e. Profile of Firm Form, Attachment C). Failure by the prospective Bidder to provide the requested information may, at Opportunity Home's discretion, eliminate that Bidder from consideration, provided that all Bidders were required to submit the same information.

#### **4.2 IFB Forms, Documents, Specifications and Drawings:**

**4.2.1** It shall be each Bidder's responsibility to examine carefully and, as may be required, properly complete all documents issued pursuant to this IFB.

**4.2.2** Unless otherwise instructed, specifications and drawings (if provided) do not purport to show all of the exact details of the work. They are intended to illustrate the character and extent of the performance desired under the proposed contract and may be supplemented or revised from time to time.

**4.3 Submission and Receipt by Opportunity Home:**

**4.3.1 Time for Receiving Bids:** Bids received prior to the submittal deadline shall be securely kept, unopened, by Opportunity Home. No bid received after the designated deadline shall be considered.

**4.3.1.1** Bidders are cautioned that any bid submittal that is time-stamped as being received by Opportunity Home after the exact time set as the deadline for the receiving of bids shall be returned unopened to the Bidder. Any such bids inadvertently opened shall not be considered, but shall be ruled to be invalid. No responsibility will attach to Opportunity Home or any official or employee thereof, for the pre-opening of, or the failure to open a bid not properly addressed and identified.

**4.3.1.2** Bids are to be submitted using the Bonfire E-Procurement system portal:  
<https://homesa.bonfirehub.com/portal/?tab=openOpportunities>

**4.3.5 Withdrawal of Bids:** Bids may be withdrawn as detailed in the attached HUD Document (Attachment B). Negligence on the part of the Bidder in preparing his/her bid confers no right of withdrawal or modification of his/her bid after such bid has been received and opened.

**Continued on Next Page**



**4.3.5.1 Procedure to withdraw bid submittal:** A request for withdrawal of a bid due to a purported error need not be considered by Opportunity Home unless filed in writing by the Bidder within 48 hours after the bid deadline. Any such request shall contain a full explanation of any purported error and shall, if requested by Opportunity Home, be supported by the original calculations on which the bid was computed, together with a certification and notarization thereon that such computation is the original and was prepared by the Bidder or his/her agent, who must be identified on the notarized form. The foregoing shall not be construed that such withdrawal will be permitted, as Opportunity Home retains the right to accept or reject any proposed withdrawal for a mistake.

#### **4.4 Questions/Inquires:**

**4.4.1** A Bidder may inquire or question any of the bid documents or any part of the information contained therein, by submitting, in writing to the contact person listed herein, prior to the question submission deadline specified herein, a complete and specific explanation as to what he/she is requiring clarification. Opportunity Home reserves the right to issue a revision to the applicable IFB requirements or may reject the Bidder's request.

**4.4.2** Bidders must propose services that meet the requirements of the IFB documents. Substitutions to the specification and/or approved "equal" requests may be discussed at the scheduled pre-bid conference (if scheduled). All verbal instructions issued by the Opportunity Home officers not already listed within the IFB documents shall only become official when issued as addenda or as a written answer issued pursuant to the receipt of a written question.

**5.0 FORM OF BID:** The bid shall be submitted in the following manner. Failure to submit the bid in the manner specified may result in a premature opening of, post-opening of, or failure to open and consider that bid and may be cause for elimination of that Bidder from consideration for the award.

**5.1 Tab 1, Form of Bid, Bid Fee Sheet, and Bidder's Certification:** These Forms are attached hereto as Attachment F to this IFB document. These forms must be fully completed and submitted under this tab. Any exceptions to the specifications or terms must be placed under this tab and "CLEARLY" labeled as such. Placement elsewhere shall render them null and void and they will not be considered.

- 5.2 Tab 2, HUD Forms and Conflict of Interest Questionnaire:** These Forms are attached hereto as Attachment B to this IFB document and must be completed, executed where provided thereon, and submitted under this tab.
- 5.3 Tab 3, Profile of Firm Form:** The Profile of Firm Form is attached hereto as Attachment C to this IFB document. This two-page form must be completed, executed, and submitted under this tab.
- 5.4 Tab 4, Client Information:** The Bidder shall submit three former or current clients, preferably other than Opportunity Home, for whom the Bidder has performed similar or like services to those being proposed herein. The list shall, at a minimum, include for each reference:
- 5.4.5.1 The client's name;
  - 5.4.5.2 The client's telephone number and address,
  - 5.4.5.3 Description of services provided to the client, and
  - 5.4.5.4 Date of services
- 5.5 Tab 5, Joint Venture/Partnerships:** The Bidder shall identify if this bid is a joint venture or partnership with another entity. Please remember that all information required from the Bidder under the proceeding or subsequent tabs must also be included for any joint venture or partner. One entity must be designated as the primary contact for the joint venture or partnership in the bid. Include a Profile of Firm Form for each entity. If no joint venture or partnership exists or will not be utilized, please provide this statement, "NO JOINT VENTURE/ NO PARTNERS"
- 5.6 Tab 6, Subcontractors:** Bidders must provide Opportunity Home with the name, contact information to include address, phone number, email address, core area of business, and years of expertise for each subcontractor and supplier and the minority status of each. A Profile of Firm Form must be completed for each subcontractor and included in this Tab. Bidder must realize that the actual usage of the subcontractor will be contingent upon Opportunity Home's prior written approval, and Bidder remains responsible to Opportunity Home for any and all services and goods provided pursuant to this IFB and any resulting contract. If no subcontractors will be utilized, please provide this statement, "NO SUBCONTRACTORS" Contractor intends to perform all work detailed in this IFB".

**Continued on Next Page**

- 5.7 Tab 7, Section 3 Business Preference:** Any Bidder claiming a Section 3 Business Preference, shall under this tab include the fully completed and executed Section 3 applicant certification form for low-income employees for whom Bidder is seeking the preference, verification of total number of full-time employees, names and addresses of low-income residents who are Bidders employees. Note: If you qualify as a Section 3 Business Concern, your bid will receive a preference over other bids as specified in Attachment D.
- 5.8 Tab 8, Small/Minority/Disadvantaged/Veteran Business Enterprise Utilization Plan:** The Bidder is required to include hereunder a plan to assist Opportunity Home in its responsibility to foster the development of small and historically under-utilized business enterprises by identifying subcontracting opportunities with SWMBE companies. Contractor is required to show a good faith effort to employ SWMBE firms in the execution of this project. **FAILURE TO PROVIDE A S/W/MBE PLAN MAY CAUSE THE RESPONSE TO BE DISQUALIFIED AS NON-RESPONSIVE.**
- 5.9 Tab 9, Section 3 Good Faith Effort Compliance Plan:** Bidders are required to complete and submit the SECTION 3 PROGRAM GOOD FAITH EFFORT COMPLIANCE PLAN outlining their efforts to employ qualified Section 3 businesses or persons. The goal as stated in the Good Faith Effort Compliance Plan is thirty percent of new hires for Section 3 persons per contract. The subcontracting goal is ten percent for Section 3 Businesses for construction contracts and three percent for Section 3 Businesses for non-construction contracts. Opportunity Home will provide a listing of qualified Section 3 Businesses upon request. **FAILURE TO PROVIDE THE SECTION 3 PROGRAM GOOD FAITH EFFORT COMPLIANCE PLAN MAY CAUSE THE RESPONSE TO BE DISQUALIFIED AS NON-RESPONSIVE**
- 5.10 Tab 10, Financial Viability and Other Information:** Financial ability to provide such services to include copies of most recent financial statements and most recent audit if available. The Bidder may also include hereunder any other general information and copies of any licenses held or required.
- 5.8 Bid Submittal Method:** Bids are to be submitted using the Bonfire E-Procurement system portal:  
<https://homesa.bonfirehub.com/portal/?tab=openOpportunities>

## 6.0 **MISTAKE IN BID/DISQUALIFICATION**

- 6.1** After a bid has been opened it may not be changed for the purpose of correcting an error in the pricing. This does not affect the common law right of the bidder to withdraw a bid due to a material mistake in the bid.
- 6.2 Irregular Bid Submittal:** A bid shall be considered irregular for any one of the following reasons, any one or more of which may be reason for rejection:
- 6.2.1** If the forms furnished by Opportunity Home are not used or are altered or if the bid costs are not submitted as required and where provided.
- 6.2.2** If all requested completed attachments do not accompany the bid submittal.
- 6.2.3** If there are unauthorized additions, conditional or alternate bids, or irregularities of any kind which may tend to make the bid incomplete, indefinite or ambiguous as to its meaning or give the Bidder submitting the same a competitive advantage over other Bidders.
- 6.2.4** If the Bidder adds any provisions reserving the right to accept or reject any award or to enter into a contract pursuant to an award.
- 6.2.5** If the individual cost bid items submitted by a specific Bidder are unbalanced in the sense that the listed price of any cost item departs by more than 25% from Opportunity Home's cost estimate for that item.
- 6.3 Disqualification of Bidders:** Any one or more of the following shall be considered as sufficient for the disqualification of a prospective Bidder and the rejection of his/her bid:
- 6.3.1** Evidence of collusion among prospective Bidders. Participants in such collusion will receive no recognition as Bidders or Proposer for any future work with Opportunity Home until such participant shall have been reinstated as a qualified Bidder or Proposer. The names of all participants in such collusion shall be reported to HUD and any other inquiring governmental agency.
- 6.3.2** More than one bid for the same work from an individual, firm, or corporation under the same or different name(s).
- 6.3.3** Lack of competency, lack of experience and/or lack of adequate machinery, plant and/or other resources.
- 6.3.4** Unsatisfactory performance record as shown by past work for Opportunity Home or with any other local, state or federal agency, judged from the standpoint of workmanship and progress.
- 6.3.5** Incomplete work, which in the judgment of Opportunity Home, might hinder or prevent prompt completion of additional work, if awarded.

- 6.3.6** Failure to pay or satisfactorily settle all bills due on former contracts still outstanding at the time of letting.
- 6.3.7** Failure to comply with any qualification requirements of Opportunity Home.
- 6.3.8** Failure to list, if required, all subcontractors (if subcontractors are allowed by Opportunity Home) who will be employed by the successful Bidder(s) to complete the work of the proposed contract.
- 6.3.9** As required by the IFB documents, failure of the successful Bidder to be properly licensed by the City, County and/or the State of Texas and/or to be insured by a commercial general liability policy and/or worker's compensation policy and/or business automobile liability policy, if applicable. If a Bidder receives an award unless otherwise waived in the Contract, the Contractor will be required to provide original certificates of the following insurance requirements to Opportunity Home within 10 days of contract signature.
- 6.3.10** Any reason to be determined, in good faith, to be in the best interests of Opportunity Home.

**7.0 Award of Bids(s):** Bidders shall be recommended for award if they are deemed responsive and responsible and provide the “Best Value” to Opportunity Home. In determining the best value Opportunity Home may consider:

- 7.0.1** The purchase price;
- 7.0.2** The reputation of the bidder and his goods or services;
- 7.0.3** The quality of the goods or services, including past performance;
- 7.0.4** The extent to which the goods or services meet Opportunity Home’s needs;
- 7.0.5** The total long term cost;
- 7.0.6** Any relevant criteria listed herein;

**8.0 INSURANCE:** If a Bidder receives an award and unless otherwise waived in the Contract, the Contractor will be required to provide an original Certificate of Insurance confirming the following minimum requirements, including Builders Risk to Opportunity Home prior to contract signature:

Professional Liability	Required Limits
Housing Authority of the City of San Antonio and its affiliates must be named as a Certificate Holder. This is required for vendors who render observational services to Opportunity Home such as appraisers, inspectors, attorneys, engineers or consultants.	<del>\$1,000,000</del> Not Required.
Business Automobile Liability	Required Limits
Housing Authority of the City of San Antonio and its affiliates must be named as an additional insured and as the certificate holder. This is required for any vendor that will be using their vehicle to do work on Opportunity Home properties.	\$500,000 combined Single limit, Per occurrence

Workers Compensation and Employer's Liability	Required Limits
<p>Workers' Compensation coverage is Statutory and has no pre-set limits. Employer's Liability limit is \$500,000.</p> <p><b>Workers' Compensation is required for any vendor made up of more than two persons.</b> A Waiver of Subrogation in favor of Opportunity Home must be included in the Workers' Compensation policy.</p> <p>Housing Authority of the City of San Antonio and its affiliates must be a Certificate Holder.</p>	<p>Statutory Employer's Liability is \$500,000</p>
Commercial General Liability	Required Limits
<p>This is required for any vendor who will be doing hands on work at Opportunity Home properties. Housing Authority of the City of San Antonio and its affiliates must be named as an Additional Insured and as the Certificate Holder.</p>	<p>\$1,000,000 per accident \$2,000,000 aggregate</p>
Builders Risk	Required Limits
<p>Builder shall carry Builder's Risk to cover the loss of materials, and/or the building under construction/rehabilitation. Housing Authority of the City of San Antonio and its affiliates must be named as an Additional Insured and as the Certificate Holder.</p>	<p>Equal to the Contract Cost of the construction or rehabilitation project stated in the contract.</p>

**9.0 INVOICING:**

- 9.1 Contractor(s) will only be allowed to invoice for the cost of services/goods in compliance with his/ her bid or best and final offer as accepted by Opportunity Home.
- 9.2 Invoices must contain a complete description of the work or service that was performed, the contract price for each service, the purchase order number, contract number (if applicable), date of service, and address of service location or delivery address.
- 9.3 Contractor(s) must submit a separate invoice for each purchase order issued by Opportunity Home unless prior approval is obtained from Opportunity Home.
- 9.4 If applicable, Opportunity Home may make progress payments approximately every 30 days as the work proceeds if work meets owner's standards, as approved by the Contracting Officer. Opportunity Home may, subject to written determination and approval of the Contracting Officer, make more frequent payments to contractors which are qualified small businesses in accordance with HUD documents.
- 9.5 Upon the Award of Contract, Contractor shall complete the direct deposit form from Opportunity Home to process all payments electronically to ensure prompt and efficient payment of all invoices.

- 9.6** If offered by Contractor, Opportunity Home seeks a discount for early payment. Opportunity Home shall only take such a discount if earned.
- 9.7** To ensure prompt and timely payment of invoices unless utilizing a progress payment schedule, invoices shall be sent to the following address:

Email invoices to: [Accounts\\_Payable@homesa.org](mailto:Accounts_Payable@homesa.org)

If the contractor does not have the capability to email invoices they may be sent to the following address:

Opportunity Home San Antonio  
Finance and Accounting  
P.O. Box 830428  
San Antonio, TX 78283-0428

- 9.8** Contractor shall invoice Opportunity Home within 60 days after the delivery of the goods or service. If contractor fails to invoice within 60 days Opportunity Home reserves the right to not pay the invoice.

**10.0** **RIGHT TO PROTEST:**

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

**10.1.1 Definition:** An alleged aggrieved "protestant" is a prospective proposer or proposer who feels that he/she has been treated inequitably by Opportunity Home and wishes Opportunity Home to correct the alleged inequitable condition or situation.

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

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

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

APPEAL OF IFB NO. {XXXX-XXX-XX-XXXX}  
Opportunity Home San Antonio  
Procurement Department  
818 South Flores,  
San Antonio, TX 78204

## **11.0 ADDITIONAL CONSIDERATIONS:**

- 11.1 Government Standards:** It is the responsibility of the prospective Bidder to ensure that all items and services proposed conform to all local, state and federal law concerning safety (OSHA) and environmental control (EPA and Bexar County Pollution Regulations) and any other enacted ordinance, code, law or regulation. The successful Bidder shall be responsible for all costs incurred for compliance with any such possible ordinance, code, law or regulation. No time extensions shall be granted or financial consideration given to the successful Bidder for time or monies lost due to violations of any such ordinance, code, law or regulations that may occur.
- 11.2 Work on Opportunity Home Property:** If the successful Bidder's work under the contract involves operations on Opportunity Home premises, the successful Bidder shall take all necessary precautions to prevent the occurrence of any injury to persons or property during the progress of such work and shall immediately return said property to a condition equal to or better than the existing condition prior to the commencement of work at the site at no cost to Opportunity Home.



- 11.3 Estimated Quantities:** Unless otherwise indicated, any quantities shown are estimates only and are used to evaluate the responses and may or may not reflect anticipated purchases. Opportunity Home does not guarantee any minimum purchase quantity.
- 11.4 Official, Agent and Employees of the Opportunity Home Not Personally Liable:** It is agreed by and between the parties hereto that in no event shall any official, officer, employee, or agent of the Opportunity Home in any way be personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this agreement.
- 11.5 Subcontractors:** Unless otherwise stated within the IFB documents, the successful Bidder may not use any subcontractors to accomplish any portion of the services described within the IFB documents or the contract without the prior written permission of Opportunity Home. Also, any substitution of subcontractors must be approved in writing by Opportunity Home prior to their engagement.
- 11.6 Salaries and Expenses Relating to the Successful Bidders Employees:** Unless otherwise stated within the IFB documents, the successful Bidder shall pay all salaries and expenses of, and all Federal, Social Security taxes, Federal and State Unemployment taxes, and any similar taxes relating to its employees used in the performance of the contract. The successful Bidder further agrees to comply with all Federal, State and local wage and hour laws and all licensing laws applicable to its employees or other personnel furnished under this agreement.
- 11.7 Independent Contractor:** Unless otherwise stated within the IFB documents or the contract, the successful Bidder is an independent contractor. Nothing herein shall create any association, agency, partnership or joint venture between the parties hereto and neither shall have any authority to bind the other in any way.
- 11.8 Severability:** If any provision of this agreement or any portion or provision hereof applicable to any particular situation or circumstance is held invalid, the remainder of this agreement or the remainder of such provision (as the case may be), and the application thereof to other situations or circumstances shall not be affected thereby.

- 11.9 Waiver of Breach:** A waiver of either party of any terms or conditions of this agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations, and agreements contained in this agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, obligation or agreement of either party.
- 11.10 Time of the Essence:** Time is of the essence as to each provision in which a timeframe for performance is provided in this IFB. Failure to meet these timeframes may be considered a material breach, and Opportunity Home may pursue compensatory and/or liquidated damages under the contract.
- 11.11 Limitation of Liability:** In no event shall Opportunity Home be liable to the successful Bidder for any indirect, incidental, consequential or exemplary damages.
- 11.12 Indemnification.** The Proposer shall indemnify and hold harmless Opportunity Home and its officers, agents, representatives, and employees from and against all claims, losses, damages, actions, causes of action and/or expenses resulting from, brought for, or on account of any bodily injury or death of an employee of the Proposer, its agent, or its subcontractor of any tier received or sustained by any persons or property growing out of, occurring, or attributable to any work performed under or related to this Agreement, to the extent resulting in whole or in part from the negligent acts or omissions of the Proposer, any subcontractor, or any employee, agent or representative of the Proposer or any subcontractor. **PROPOSER ACKNOWLEDGES AND AGREES THAT THIS INDEMNITY CONTROLS OVER ALL OTHER PROVISIONS IN THE AGREEMENT, SURVIVES TERMINATION OF THIS AGREEMENT.**

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

- 11.13 Public/Contracting Statutes.** Opportunity Home is a governmental entity as that term is defined in the procurement statutes, rules and regulations. Opportunity Home and this IFB and all resulting contracts are subject to federal, state and local laws, rules, regulations and policies relating to procurement as applicable.

**11.14 Termination:** Any contract resulting from this IFB may be terminated under the following conditions:

**11.14.1 Consent:** By mutual consent of both parties, and

**11.14.2 Termination For Cause:** As detailed within the attached HUD Forms.

**11.14.2.1** Opportunity Home may terminate any and all contracts for default at any time in whole or in part, if the contractor fails to perform any of the provisions of any contract, so fails to pursue the work as to endanger performance in accordance with the terms of the IFB or any resulting contracts, and after receipt of written notice from Opportunity Home, fails to correct such failures within seven (7) days or such other period as Opportunity Home may authorize or require.

**11.14.2.1.1** Upon receipt of a notice of termination issued from Opportunity Home, the Contractor shall immediately cease all activities under any contract resulting from this IFB, unless expressly directed otherwise by Opportunity Home in the notice of termination.

**11.14.2.1.2** Opportunity Home may terminate any contract resulting from this IFB in whole or in part, if funding is reduced, or is not obtained and continued at levels sufficient to allow for the expenditure.

**11.14.3 Termination for Convenience:** In the sole discretion of the Contracting Officer, Opportunity Home may terminate any and all contracts resulting from this IFB in whole or part upon thirty days prior notice to the Contractor when it is determined to be in the best interest of Opportunity Home.

**11.14.4** The rights and remedies of Opportunity Home provided under this section are not exclusive and are in addition to any other rights and remedies provided by law or under any contract.

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**11.14.5** In the event the resulting contract from this IFB is terminated for any reason, or upon its expiration, Opportunity Home shall retain ownership of all work products including deliverables, source and object code, microcode, software licenses, and documentation in whatever form that may exist. In addition to any other provision, the Contractor shall transfer title and deliver to Opportunity Home any partially completed work products, deliverables, source and object code, or documentation that the Contractor has produced or acquired in the performance of any resulting contract.

**11.15 Examination and Retention of Contractor's Records:** Opportunity Home, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three years after final payment under all contracts executed as a result of this IFB, 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 audits, examinations, excerpts and transcriptions.

#### **11.16 Inter-local Participation**

**11.16.1** Opportunity Home may from time to time enter into Inter-local Cooperation Purchasing Agreements with other governmental entities or governmental cooperatives (hereafter collectively referred to as "Entity" or "Entities") to enhance Opportunity Home's purchasing power. At Opportunity Home's sole discretion and option, Opportunity Home may inform other Entities that they may acquire items listed in this IFB. Such acquisition(s) shall be at the prices stated herein, and shall be subject to Contractor's acceptance.

**11.16.2** In no event shall Opportunity Home be considered a dealer, remarketer, agent or other representative of Contractor or Entity. Further, Opportunity Home shall not be considered and is not an agent; partner or representative of the Entity making purchases hereunder, and shall not be obligated or liable for any such order.

**11.16.3** Purchase orders shall be submitted to the Contractor by the individual Entity.

**11.16.4** Opportunity Home shall not be liable or responsible for any obligation, including but not limited to, payment and for any item or service ordered by an Entity, other than Opportunity Home.

- 11.17 Right to data and Patent Rights:** In addition to other ownership & use rights Opportunity Home shall have exclusive ownership of all, proprietary interest in, and the right to full and exclusive possession of all information, materials, documents, software, and all electronic data discovered or produced by Contractor and/or subcontractor(s) pursuant to the terms of any resulting contract, including but not limited to, reports, memoranda or letters concerning the research and reporting tasks of any resulting contract. Both parties agree to comply with HUD Bulletin 909-23, which is the Notice of Assistance Regarding Patent and Copyright Infringement.
- 11.18 Lobbying Certification:** By proposing to do business with Opportunity Home or by doing business with Opportunity Home, each Bidder certifies the following:
- 11.18.1** No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
- 11.18.2** If any funds other than Federally appropriated funds have been paid or will be paid to 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form “Disclosure Form to Report Lobbying”, in accordance with its instructions.
- 11.18.3** The successful Bidder shall require that the language of this certification be included in the award documents for all sub-awards at all tiers, (including but not limited to subcontractors, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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**11.18.4** This clause is a material representation of fact upon which reliance will be placed when the award is made or a contract is entered into. The signing of a contract or acceptance of award certifies compliance with this certification, which is a prerequisite for making or entering into a contract, which is imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certifications shall be subject to civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

**11.19 Applicable Statutes, Regulations & Orders:** Contractors shall comply with all statutes, rules, regulations, executive orders affecting procurements by Housing Authorities including but not limited to:

- 11.19.1** Executive Order 11246
- 11.19.2** Executive Order 11063
- 11.19.3** Copeland “Anti-Kickback” Act (18 USC 874)
- 11.19.4** Davis Bacon Act (40 USC 276a-276a-7)
- 11.19.5** Clean Air & Water Acts (42 USC 1857(h); 33 USC 1368)
- 11.19.6** Contract Work Hours & Safety Standards Act (40 USC 327-330)
- 11.19.7** Energy Policy & Conservation Act (PL 94-163, 89 STAT 871)
- 11.19.8** Civil Rights Act of 1964, Title VI (PL 88-352)
- 11.19.9** Civil Rights Act of 1968, Title VIII (PL 90-284 Fair Housing Act)
- 11.19.10** Age Discrimination Act of 1975
- 11.19.11** Anti-Drug Abuse Act of 1988 (42 USC 11901 et. Seq.)
- 11.19.12** HUD Information Bulletin 909-23
- 11.19.13** Immigration Reform & Control Act of 1986
- 11.19.14** Fair Labor Standards Act (29 USC 201, et. Seq.)
- 11.19.15** Davis-Bacon and Labor Standards Agency/Contractor Guide & Addendum

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

- 11.21 Conflicting Conditions:** In the event there is a conflict between the documents comprising this IFB and any resulting contracts, the following order of precedence shall govern: (1) the more restrictive terms of either: any and all attached HUD forms and the term/conditions in the body of any resulting contract; (2) the IFB; and (3) Contractor's Response. In the event that a conflict exists between any state statute or federal law the most restrictive terms shall apply.
- 11.22 Contract Form:** Opportunity Home will not execute a contract on the successful Bidder's form. Contracts will only be executed on Opportunity Home's form. By submitting a proposal, the successful Bidder agrees to this condition. However, Opportunity Home will consider any contract clauses that the Bidder wishes to include therein, but the failure of Opportunity Home to include such clauses does not give the successful Bidder the right to refuse to execute Opportunity Home's contract form. It is the responsibility of each prospective Bidder to notify Opportunity Home, in writing, with the bid submittal of any contract clauses that he/she is not willing to include in the final executed contract. Opportunity Home will consider such clauses and determine whether or not to amend the Contract.
- 11.23 Force Majeure:** Neither Opportunity Home nor Contractor shall be held responsible for delays or default caused by fire, flood, riot, acts of God or war where such cause was beyond, respectively, Opportunity Home or Contractor's reasonable control. Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.
- 11.24 Non-Boycott of Israel (HB 89):** Effective 9-1-17: prohibits a governmental entity from doing business with any vendor for goods or services unless that vendor verifies in the contract that "they i) do not boycott Israel and ii) will not boycott Israel during the term of the contract".
- 11.25 Tx. Govt. Code 2252.152:** Prohibits a government entity from awarding a contract to a company identified as Iran, Sudan, or a Foreign Terrorist Organization as identified on a list maintained by the Texas Comptroller of Public Accounts.

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# ATTACHMENT A

## Specifications/Scope of Work

### Access Control Gates for Westway Apartments

#### PART 1 - GENERAL

##### 1.01 WORK INCLUDED

- A. Summary/Description: This work consists of the turnkey assembly and installation of remote and keypad access gates for vehicles and pedestrians. Furnish all labor, materials and equipment for the complete installation as shown in the plans and specifications provided herein; to be installed at the Westway Apartments, as referenced on the drawings, to include but not limited to the following:
1. Contractor will furnish all labor, materials equipment, services, testing, transportation, insurance and daily expenses to meet the requirements of this Scope of Work, specifications and plans.
  2. Locations provided on site maps are conceptual only. The final placement of locations is to be approved by the Opportunity Home SA Project Manager.  
The preferred outcome will enhance safety and security for residents.
  3. Contractor will be responsible for providing electrical service to gate post bases, from the nearest building to that location.
  4. Contractor shall install 7 concrete pads for gate operators.
  5. Contractor shall install gates at 4 vehicle entries, 3 are swing and the one by the main office is a slide gate, all are to be remote access.
  6. Contractor shall install 4 pedestrian gates with self-closing hardware and access control panel.
    - a. Each pedestrian gate shall have screening (expanded metal) installed on inside of gate, and on latch side of the fence to prevent persons from opening gate from outside.
    - b. Pedestrian gates should not require power.
  7. Existing gate leading to bus stop on Culebra road will need keypad lock and expanded metal installed to match the new gates
  8. Contractor shall provide vandal and tamper resistant hardware and material where able.
  9. Contractor will assist training Opportunity Home personnel on how to make changes to all keypad and remote control access points for adding, deleting, and reports, if available.

##### 1.02 SUBMITTALS

- A. Product Data: A copy of the manufacturer's product sheet, specifications and installation instructions to be submitted with the bid.
- B. Changes in specifications may not be made without the expressed written consent of Opportunity Home SA's Contracting Officer.



## 1.01 RELATED WORK

- Division 3 Concrete . See 3.02  
Division 31 Earthwork. See 3.01

## 1.02 SYSTEM DESCRIPTION

- A. The Contractor shall provide turnkey installation of a total fence system. The system shall include all components required (i.e., panels, posts, gates and hardware).

## 1.03 QUALITY ASSURANCE

- A. The contractor shall provide laborers and supervisors who are thoroughly familiar with the type of construction involved and materials and techniques specified.

## 1.04 REFERENCES

- A. ASTM A653/A653M Standard Specification for Steel Sheet, ZincCoated (Galvanized) or ZincIron Alloy Coated (Galvannealed) by the HotDip Process.  
B. ASTM B117 Practice for Operating SaltSpray (Fog) Apparatus.  
C. ASTM D523 Test Method for Specular Gloss.  
D. ASTM D714 Test Method for Evaluating Degree of Blistering in Paint.  
E. ASTM D822 Practice for Conducting Tests on Paint and Related Coatings and Materials using Filtered OpenFlame CarbonArc Light and Water Exposure Apparatus.  
F. ASTM D1654 Test Method for Evaluation of Painted or Coated Specimens Subjected to Corrosive Environments.  
G. ASTM D2244 Test Method for Calculation of Color Differences from Instrumentally Measured Color Coordinates.  
H. ASTM D2794 Test Method for Resistance of Organic Coatings to the Effects of Rapid Deformation (Impact).  
I. ASTM D3359 Test Method for Measuring Adhesion by Tape Test.  
J. ASTM F2408 – Ornamental Fences Employing Galvanized Steel Tubular Pickets.

## 1.05 SUBMITTAL

- A. All manufacturer’s literature shall be submitted prior to installation.

## 1.06 PRODUCT HANDLING AND STORAGE

- A. Upon receipt at the job site, all materials shall be checked to ensure that no damage occurred during shipping or handling. Materials shall be stored in such a manner to ensure proper ventilation and drainage, and to protect against damage, weather, vandalism and theft.

- B. In the event of damage, contractor shall immediately make all repairs and/or replacements needed, to be approved by OPPORTUNITY HOME Project Manager, and at no additional cost to OPPORTUNITY HOME. Damaged, bent, bowed, chipped, or otherwise damaged material installed will not be accepted by OPPORTUNITY HOME.

**1.07 PRODUCT WARRANTY**

- A. All original fence components (i.e. rails, pickets, and posts) shall be warranted within specified limitations, by the manufacturer for a period of 20 years from date of original purchase. Warranty shall cover any defects in material finish, including, but not limited to, cracking, peeling, chipping, blistering or corroding.
- B. Reimbursement for labor necessary to restore or replace components that have been found to be defective under the terms of manufacturer’s warranty shall be guaranteed for five (5) years from date of original purchase.

**PART 2 MATERIALS**

**2.01 MANUFACTURER**

**A. Approved Manufacturers:**

Ameristar Fence Products Inc.  
 1555 N. Mingo Tulsa, OK, 74116  
 (888) 3333422  
[www.ameristarfence.com](http://www.ameristarfence.com)

Iron World Manufacturing, LLC  
 9390 Davis Avenue Laurel, Maryland, 20723  
 (301) 7767448  
[www.ironworldfencing.com](http://www.ironworldfencing.com)

Forney Fence Supply  
 11828 Classic Lane Forney, Texas 75126  
 (972) 564.3388 [www.forneyfence.com](http://www.forneyfence.com)

**\*contractor may submit alternate manufacturers, for approval by OPPORTUNITY HOME Project Manager\***

**2.02 MATERIAL**

- A. Steel material for fence panels and posts shall conform to the requirements of ASTM A653/A653M, with a minimum yield strength of 45,000 psi (344 MPa) and a minimum zinc (hotdip galvanized) coating weight of 0.60 oz/ft<sup>2</sup> (184 g/m<sup>2</sup>), Coating Designation G60. A minimum of 62% of the steel material shall be derived from recycled scrap metal.

- B. Material for pickets shall be 1" square x 16 Ga. min. tubing. The rails shall be steel channel, 1.75" x 1.75" x .105". Picket holes in the rail shall be spaced 4.715" o.c. System shall be a 6 ft. tall (above finish grade) fence system; posts shall be a minimum of 2 1/2" square x 14 Ga. and entirely colored black. Gate posts shall meet the minimum requirements of Table 1.
- C. Contractor shall install heavyduty, selfclosing, spring hinges at each single pedestrian gate assembly; two (2) hinges per gate, min. Install as per manufacturer's specifications.
- D. Fence panels shall be 6' tall above finished grade, 8' wide panels.
- E. Doublegates shall be a double swingstyle, 2rail min. and shall provide a 7' wide clearance, min.
- F. Doublegate assemblies shall not require selfclosing hinges. Contractor shall install double gates with manufacturer's standard latch systems and gate hinges, installed as per manufacturer's specifications.
- G. Contractor shall provide and permanently fasten heavyduty, rubberpadded stopper plates on all single pedestrian gates, in order to prevent gates from swinging past the swingside gate post, and maintain a closed position.
- H. Contractor shall install heavyduty, doublegate padlock style latches on all doublegate assemblies. Install as per manufacturer's specifications.
- I. All gate hardware finish to match black fence and gate panels.
- J. Pickets style shall be: extended picket style, nonpointed, nonfinial, flatcut pickets with inserts.
- K. Post caps and all other parts, pieces and accessories shall be provided by fence manufacturer, as per fence style, and installed per manufacturer's specifications

## 2.03 FABRICATION

- A. Pickets, rails and posts shall be precut to specified lengths. Rails shall be prepunched to accept pickets.
- B. Pickets shall be inserted into the prepunched holes in the rails and shall be aligned to standard spacing using a specially calibrated alignment fixture. The aligned pickets and rails shall be joined at each pickettorail intersection by bolted process, thus completing the rigid panel assembly.
- C. The manufactured panels and posts shall be subjected to an inline electrodeposition coating (ECoat) process consisting of a multistage pretreatment/wash (with zinc phosphate), followed by a duplex application of an epoxy primer and an acrylic topcoat. The minimum cumulative coating thickness of epoxy and acrylic shall be 2 mils (0.058 mm). Finish color shall be black. The coated panels and posts shall be capable of meeting the performance requirements for each quality characteristic shown in Table 2 (Note: The requirements in Table 2 meet or exceed the coating performance criteria of ASTM F2408).
- D. The manufactured fence system shall be capable of meeting the vertical load, horizontal load, and infill performance requirements for Industrial weight fences under ASTM F2408.

- E. Swing gates shall be fabricated using 1.75" x 14ga Forerunner double channel rail, 2" sq. x 11ga. gate ends, and 1" sq. x 14ga. pickets. Gates that exceed 6' in width will have a 1.75" sq. x 14ga. intermediate upright. All rail and upright intersections shall be joined by welding. All picket and rail intersections shall also be joined by welding. Gusset plates will be welded at each upright to rail intersection. Cable kits will be provided for additional trussing for all gates leaves over 6'.
- F. Contractor shall provide and install custom pull bars on all single pedestrian gates; both sides of gate. Pull bars shall be permanently fastened onto gate panels, and shall conform to ADA requirements for accessibility. Pull bars shall be 14 Ga. min.

## **PART 3 EXECUTION**

### **3.01 PREPARATION**

- A. Prior to construction, all new fence installation shall be laid out by the contractor in accordance with plans provided; fence and gate locations indicated on the plans are proposed and are for conceptual purposes only. Final layout will be determined in the field and shall be approved by OPPORTUNITY HOME Project Manager in writing, prior to installation or post hole digging. Gate swing directions shall be verified and approved by OPPORTUNITY HOME staff.
- B. Prior to fabrication, contractor shall field verify required dimensions and quantities.
- C. Prior to commencement of work, contractor shall carefully inspect and verify all areas to receive fencing gates are completed to final grades and elevations.
- D. Prior to commencement of work, contractor shall carefully inspect and verify all existing job conditions such as, but not limited to, all existing surfaces, spaces, dimensions, clearances, utilities and equipment.
- E. Contractor shall be responsible for "locates" for onsite utilities, prior to excavating or digging.
- F. Contractor is responsible to submit, acquire and pay for all Permits required.
- G. Contractor shall provide Property Management a min. of 48 hour notice, before any work is performed.

### **3.02 INSTALLATION**

- A. Fence posts shall be spaced according to Table 3, plus or minus ½". For installations that must be raked to follow sloping grades, the post spacing dimension must be measured along the grade. Fence panels shall be attached to posts with brackets supplied by the manufacturer. Posts shall be set in concrete footers having a minimum depth of 36".
- B. Space between bottom of installed fence pickets and finish grade shall not exceed 4" throughout, in accordance with local building code requirements.
- C. Posts shall be set in concrete footers having a min. depth of 36". Dig holes having a diameter 4 times the diameter of the post, and 6" (152 mm) deeper than the bottom of the post.

- D. End posts shall not be fastened to any adjacent buildings or structures, and shall maintain a 2" maximum space from adjacent building wall or structure. Contractor shall apply welded "filler" panels or pieces as necessary in areas where a post cannot be set within 2" from a building wall or structure.
- E. Space posts uniformly at 7'83/4" (2356 mm) maximum face to face unless otherwise indicated.
- F. Concrete Set Fence Posts: Drill hole in firm, undisturbed or compacted soil. Place concrete around post in a continuous pour. Trowel finish around exposed top of post footings and slope top of post footing to direct water away from posts. Tops of all fence post footings shall finish level with adjacent finish grade.
- G. Contractor shall check each post for vertical and top alignment, and maintain in position during placement and finishing operation. Fence posts shall be set plumb and level, sidetoside and fronttoback.
- H. Posthole excavation spoils shall be scattered uniformly and raked away from posts.
- I. Concrete:
  - 1. Min. 28 day compressive strength of 3000 psi (20 MPa)
  - 2. Contractor shall apply concrete footing material as per manufacturer's specifications.
  - 3. Contractor shall follow manufacturer's recommendation for curing time during cool or cold weather season.

### 3.03 FENCE INSTALLATION MAINTENANCE

- A. When cutting/drilling rails or posts adhere to the following steps to seal the exposed steel surfaces:
  - 1) Remove all metal shavings from cut area.
  - 2) Apply zincrich primer to thoroughly cover cut edge and/or drilled hole; let dry.
  - 3) Apply 2 coats of manufacturer's original finish paint matching fence color (black). Failure to seal exposed surfaces per steps 13 above will negate warranty. Manufacturer's spray cans or paint pens shall be used to prime and finish exposed surfaces; it is recommended that paint pens be used to prevent overspray. All paints and primers and other finishes shall match fence color and shall strictly be provided by the fence manufacturer.
- B. Contractor shall leave any extra or unused paint, hardware, accessories or other products with OPPORTUNITY HOME staff.

### 3.04 GATE INSTALLATION

- A. Gate posts shall be installed according to the manufacturer's' gate drawings, dependent on standard outtoout gate leaf dimensions and gate hardware selected.
- B. Install gates plumb, level and secure for full opening without interference.
- C. Adjust hardware for smooth operation.
- D. Single gates shall strictly stay unlocked at all times. Locks shall not be required for this project.
- E. Install post caps and other accessories to complete fence as per manufacturer's specifications. Post caps shall not be loose and shall remain secured to post using fasteners or an epoxy method.

- F. Contractor shall install plastic or nylon inserts at top of fence pickets, to be provided by manufacturer.
- G. Single gate swing direction shall be determined in the field, and shall be approved by OPPORTUNITY HOME Project Manager.

### **3.05 CLEANING**

- A. The contractor shall cleanup and broom sweep on a daily basis, to include adjacent roads, sidewalks and throughout site.
- B. Concrete splatter shall be cleaned from exposed posts and fence material. Contractor shall wipedown all finished material as necessary.
- C. Contractor shall be responsible for repairing and restoring any damage caused as a result of tire ruts, due to equipment driving onto green surfaces. Ruts shall be filled and restored to an equal or improved condition.

### **3.06 PUNCH LIST**

- A. All percontract work has been performed, inspected and deemed as acceptable by OPPORTUNITY HOME and all Cityrequired inspection have been performed. At the point of substantial completion, contractor shall request a written punch list from OPPORTUNITY HOME Project Manager/Construction Inspector and Property Manager.
- B. Upon notification of completion of punch list items from contractor, OPPORTUNITY HOME Project Manager/Construction Inspector and Property Manager shall reinspect and issue formal written Final acceptance.

**Tables on Next Page**

**Table 1 - Minimum Sizes for Montage Industrial Posts**

Fence Posts	Panel Height		
2 1/2" x 14 Ga.	Up to & Including 6' Height		
2 1/2" x 12 Ga.	Over 6' Up to & Including 8' Height		
Gate Leaf	Gate Height		
	Up to & Including 4'	Over 4' Up to & Including 6'	Over 6' Up to & Including 8'
Up to 4'	2 1/2" x 12 Ga.	3" x 12 Ga.	3" x 12 Ga.
4'1" to 6'	3" x 12Ga.	4" x 11 Ga.	4" x 11 Ga.
6'1" to 8'	3" x 12 Ga.	4" x 11 Ga.	6" x 3/16"
8'1" to 10'	4" x 11 Ga.	6" x 3/16"	6" x 3/16"
10'1" to 12'	4" x 11 Ga.	6" x 3/16"	6" x 3/16"
12'1" to 14'	4" x 11 Ga.	6" x 3/16"	6" x 3/16"
14'1" to 16'	6" x 3/16"	6" x 3/16"	6" x 3/16"

**Table 2 - Coating Performance Requirements**

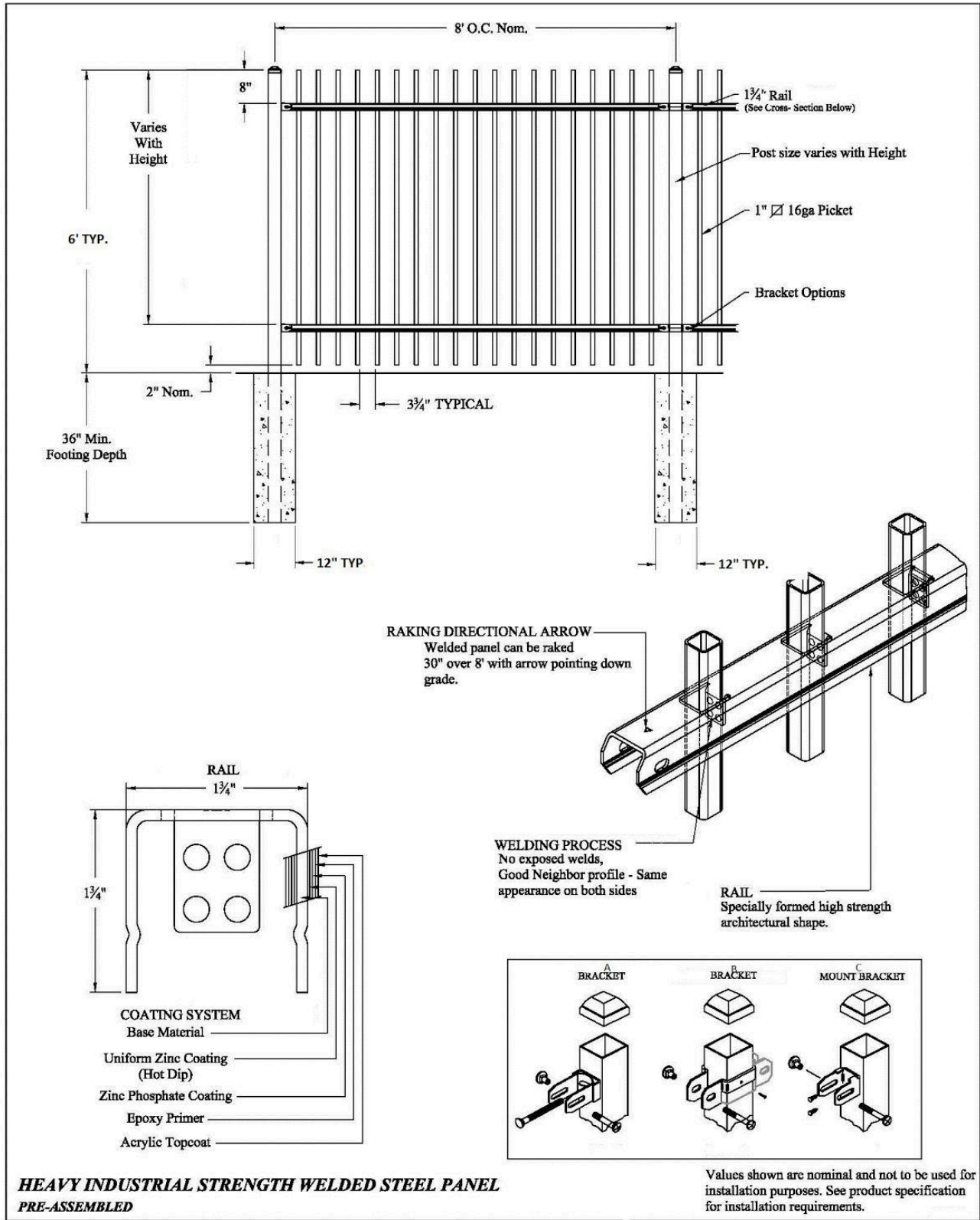
Quality Characteristics	ASTM Test Method	Performance Requirements
Adhesion	D3359 - Method B	Adhesion (Retention of Coating) over 90% of test area (Tape and knife test).
Corrosion Resistance	B117, D714 & D1654	Corrosion Resistance over 1,500 hours (Scribed per D1654; failure mode is accumulation of 1/8" coating loss from scribe or medium #8 blisters).
Impact Resistance	D2794	Impact Resistance over 60 inch lb. (Forward impact using 0.625" ball).
Weathering Resistance	D822 D2244, D523 (60° Method)	Weathering Resistance over 1,000 hours (Failure mode is 60% loss of gloss or color variance of more than 3 deltaE color units).

<b>Table 3 - Post Spacing By Bracket Type</b>											
<b>Span</b>	<b>8' Nominal (911/2" Rail)</b>				<b>8' Nominal (925/8" Rail)</b>						
<b>Post Size</b>	2 1/2"	3"	2 1/2"	3"	2 1/2"	3"	2-1/2"	3"	2-1/2"	3"	
<b>Bracket Type</b>	Industrial Flat Mount (BB301)*		Industrial Line 2 1/2" (BB319)  3" (BB320)		Industrial Universal 2.5" (BB302)  3" (BB303)		Industrial Flat Mount (BB301)		Industrial Swivel (BB304)*		
<b>Post Settings</b> ± 1/2" O.C.	94 1/2"	95"	94 1/2"	95"	96"	96 1/2"	96"	96 1/2"	*96"	*96 1/2"	

**\*Note:** When using BB304 swivel brackets on either or both ends of a panel installation, care must be taken to ensure the spacing between post and adjoining pickets meets applicable codes. This will require trimming one or both ends of the panel. When using the BB301 flat mount bracket for Invincible style, rail may need to be drilled to accommodate rail to bracket attachment.

**Diagrams on Next Page**

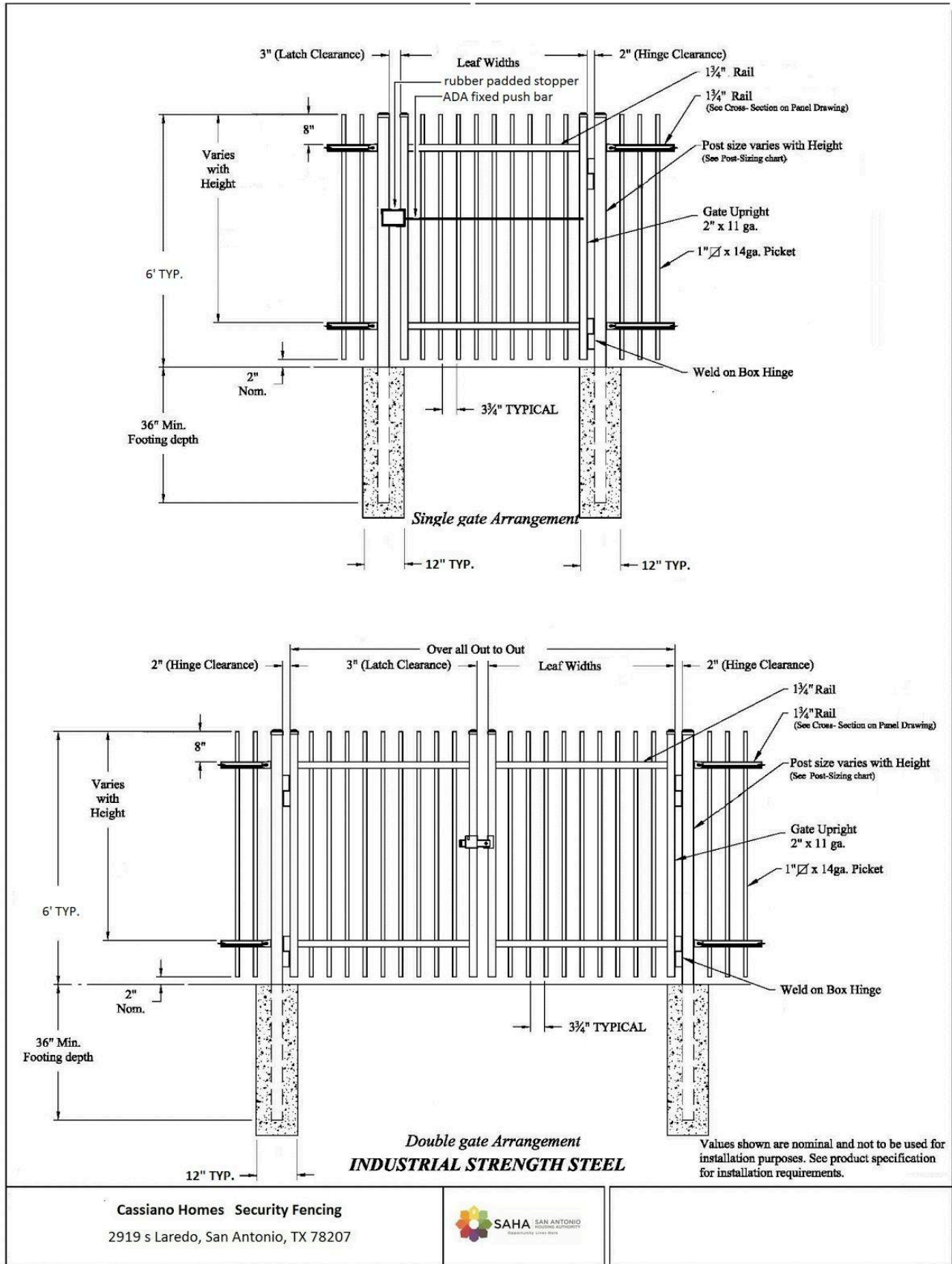




**HEAVY INDUSTRIAL STRENGTH WELDED STEEL PANEL**  
**PRE-ASSEMBLED**

Cassiano Homes Security Fencing  
2919 s Laredo, San Antonio, TX 78207





## 2.10 TESTING

- A. Contractor shall test each item of operational equipment in order to ensure all items are functioning properly, after installation - while in actual use.

## 2.11 TRAINING/SUPPORT

- A. Provide a minimum of three (3) written and one electronic copies of all operation and maintenance manuals for all equipment.
- B. Contractor shall provide expert training to Opportunity Home SA staff. Contractor shall be responsible for coordination of training session time, date and location with Opportunity Home SA Project Manager's approval. Location of the training session will be located at the site of system installation.
- C. Provide instruction to designated Opportunity Home SA personnel on the functions and operation of the system provided, including capabilities, limitations, and settings.
- D. State the proper procedure for testing, routine maintenance and request for service.
- E. Provide detailed instruction on the full, proper operation of the system operations.

## 2.12 FINAL CLEANING

- A. Interior and exterior final cleaning to be performed by the contractor.
- B. Daily removal and disposal of all debris and/or trash from the site.
- C. Wipe down all horizontal and vertical surfaces to remove dust, etc. Remove all unnecessary stickers and labels completely.

*END OF SECTION*

*Diagram of property to be attached below:*

**Site Visit Contact Person ~**

**Keith Winsett ~**

keith\_winsett@homesa.org

**(Location of speed limiters and gate locations are indicated in diagrams. Circled gate is location of the access control only to bus stop location as indicated in scope.)**



**ATTACHMENT B**  
**Conflict of Interest Questionnaire**  
**\*Form 1295 Certificate of Interested Parties\***

\*(Form 1295 is to be completed online at the Texas Ethics Commission website pursuant to Government Code 2252.908 and a copy returned to Opportunity Home with the bid response. Opportunity Home will acknowledge the form submitted by the awarded Contractor. A copy of the 1295 Form is included herein for information purposes only).\*

# General Contract Conditions for Small Construction/Development Contracts

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing  
OMB Approval No. 2577-0157 (exp. 11/30/2023)

## See Page 7 for Burden Statement

**Applicability.** The following contract clauses are applicable and must be inserted into **small construction/development contracts, greater than \$2,000 but not more than \$150,000.**

### 1. Definitions

Terms used in this form are the same as defined in form HUD-5370

### 2. Prohibition Against Liens

The Contractor is prohibited from placing a lien on the PHA's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers. The only liens on the PHA's property shall be the Declaration of Trust or other liens approved by HUD.

### 3. Disputes

- (a) Except for disputes arising under the **Labor Standards** clauses, all disputes arising under or relating to this contract, 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 Contracting Officer for a written decision. A claim by the PHA against the Contractor shall be subject to a written decision by the Contracting Officer.
- (c) The Contracting Officer shall, within 30 days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- (d) The Contracting Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in the PHA in accordance with the PHA's policy and procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within 30 days after receipt of the Contracting Officer's decision.
- (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 or relating to the contract, and comply with any decision of the Contracting Officer.

### 4. Default

- (a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the Contracting Officer may, by written notice to the Contractor, terminate the right to proceed with the work (or separable part of the work) that has been delayed. In the event, the PHA may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the PHA resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the PHA in completing the work.

- (b) The Contractor's right to proceed shall not be terminated or the Contractor charged with damages under this clause if –
  - (1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor; and
  - (2) The Contractor, within 10 days from the beginning of such delay notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of Fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the **Disputes** clause of this contract.
- (c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligation of the parties will be the same as if the termination had been for convenience of the PHA.

### 5. Termination for Convenience

- (a) The Contracting Officer may terminate this contract in whole, or in part, whenever the Contracting Officer determines that such termination is in the best interest of the PHA. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.
- (b) If the performance of the work is terminated, either in whole or in part, the PHA shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon the receipt by the PHA of a properly presented claim setting out in detail: (1) the total cost of the work performed to date of termination less the total amount of contract payments made to the Contractor; (2) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, payment for which has not been made by the PHA to the Contractor or by the Contractor to the subcontractor or supplier; (3) the cost of preserving and protecting the work already performed until the PHA or assignee takes possession thereof or assumes responsibility therefore; (4) the actual or estimated cost of legal and accounting services reasonably necessary to prepare and present the termination claim to the PHA; and (5) an amount constituting a reasonable profit on the value of the work performed by the Contractor.
- (c) The Contracting Officer will act on the Contractor's claim within days (60 days unless otherwise indicated) of receipt of the Contractor's claim.
- (d) Any disputes with regard to this clause are expressly made subject to the provisions of the Disputes clause of this contract.

### 6. Insurance

- (a) Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract:

(1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.

(2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$ \_\_\_\_\_ [Contracting Officer insert amount] per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "claims-made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract.

(3) Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$ \_\_\_\_\_ [Contracting Officer insert amount] per occurrence.

(b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA's existing fire and extended coverage policy can be endorsed to include such work.

(c) All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.

## 7. Contract Modifications

(a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.

(b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which

do not change the rights or responsibilities of the parties (e.g., change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

(c) When a proposed modification requires the approval of HUD prior to its issuance (e.g., a change order that exceeds the PHA's approved threshold), such modification shall not be effective until the required approval is received by the PHA.

## 8. Changes

(a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:

- (1) In the specifications (including drawings and designs);
- (2) In the method or manner of performance of the work;
- (3) PHA-furnished facilities, equipment, materials, services, or site; or,
- (4) Directing the acceleration in the performance of the work.

(b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the PHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause, or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

(f) The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:

- (1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor

breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs of preparation and/ or revision to shop drawings resulting from the change; Worker's Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs - when size of change warrants revision.

- (2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.
- (3) Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change.

The allowability of the direct and indirect costs shall be determined in accordance with the Contract Cost Principles and Procedures for Commercial Firms in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31), as implemented by HUD Handbook 2210.18, in effect on the date of this contract. The Contractor shall not be allowed a profit on the profit received by any subcontractor. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect costs. On proposals covering both increases and decreases in the amount of the contract, the application of indirect costs and profit shall be on the net-change in direct costs for the Contractor or subcontractor performing the work.

- (g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.
- (h) The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.
- (i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Disputes herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.
- (j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

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

The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three 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.

#### 10. Rights in Data and Patent Rights (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.

#### 11. 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.

#### 12. 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.

#### 13. 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.

#### 14. Labor Standards - Davis-Bacon and Related Acts

##### (a) Minimum Wages.

(1) All laborers and mechanics employed under this contract in the construction or development of the project(s) involved will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the regular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in

a prominent and accessible place where it can be easily seen by the workers.

- (2) (i) Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:
  - (a) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - (b) The classification is utilized in the area by the construction industry; and
  - (c) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employee Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
- (iii) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
- (iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(2)(ii) or (iii) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; *provided*, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(b) **Withholding of Funds.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working in the construction or development of the project, all or part of the wages required by the contract, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

(c) **Payrolls and Basic Records.**

(1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working in the construction or development of the project. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of

the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- (2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)
- (ii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c)(1) of this clause and that such information is correct and complete;
- (B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and
- (C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.
- (iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
- (3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

- (d) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services (OATELS), or with a State Apprenticeship Agency recognized by OATELS, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.
- The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (e) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate

specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (f) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (g) Compliance with Copeland Act Requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.
- (h) Contract Termination; Debarment. A breach of the labor standards clauses in this contract may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.
- (i) Compliance with Davis-Bacon and related Act Requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (j) Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.
- (k) Certification of Eligibility.
- (1) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
  - (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government

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contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(3) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

(l) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

(m) Non-Federal Prevailing Wage Rates. Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State law to be prevailing, with respect to any employee in any trade or position employed under the contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate exceeds:

- (i) the applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141 et seq.) to be prevailing in the locality with respect to such trade;
- (ii) an applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the U.S. Department of Labor (DOL) or a DOL-recognized State Apprenticeship Agency; or
- (iii) an applicable trainee wage rate based thereon specified in a DOL-certified trainee program.

**Public reporting burden for this collection of information is estimated to average 1 hour. This includes the time for collecting, reviewing, and reporting the data. The information requested is required to obtain a benefit. This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 135. The form is required for construction contracts awarded by Public Housing Agencies (PHAs). The form is used by Housing Authorities in so licitations to provide necessary contract clauses. If the form were not used, PHAs would be unable to enforce their contracts.. There are no assurances of confidentiality. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.**

**ATTACHMENT C**  
**Profile of Firm**  
**Company Biography**

**PROFILE OF FIRM FORM (Page 1 of 2)**

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

Legal Name of Firm: \_\_\_\_\_

DBA (if applicable): \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Street Address, City, State, Zip: \_\_\_\_\_

**Identify principals/partners in firm:**

Name	Title	% of Ownership

**Indicate the operating structure of the firm:**

<input type="checkbox"/> Publicly Held Corporation	<input type="checkbox"/> Privately Held Corporation	<input type="checkbox"/> Government Agency	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Proprietorship
--	---	--	--	--------------------------------------	--

**Proposer's Diversity Statement**

You must check all of the following that apply to the ownership of this firm and enter where provided the correct percentage (%) of ownership of each.

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

<input type="checkbox"/> African American _____ %	<input type="checkbox"/> Native American _____ %	<input type="checkbox"/> Hispanic American _____ %	<input type="checkbox"/> Asian/Pacific American _____ %	<input type="checkbox"/> Hasidic Jew _____ %	<input type="checkbox"/> Asian/Indian American _____ %
<input type="checkbox"/> Woman-Owned (MBE) _____ %	<input type="checkbox"/> Woman-Owned (Caucasian) _____ %	<input type="checkbox"/> Disabled Veteran _____ %	<input type="checkbox"/> Caucasian American (Male) _____ %	<input type="checkbox"/> Other (Specify): _____ _____ %	

**Is the business 51% or more owned by a public housing resident?**     Yes     No

If yes, provide name and address of the public housing facility:

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

Facility Address: \_\_\_\_\_ City: \_\_\_\_\_

**SWMBE Certification Number:** \_\_\_\_\_

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

**Certification Agency:** \_\_\_\_\_

**Federal Tax ID Number:** \_\_\_\_\_

**City of San Antonio Business License No.:** \_\_\_\_\_

**State of Texas License Type and No.:** \_\_\_\_\_

**PROFILE OF FIRM FORM (Page 2 of 2)**

Has your firm or any member of your firm been a party to litigation with a public entity? If yes, when, with whom and state the circumstances and any resolution.

\_\_\_\_\_

\_\_\_\_\_

Has your firm or any member of your firm ever sued or been sued by the San Antonio Housing Authority or its affiliated entities? If yes, when and state the circumstances and any resolution of the lawsuit.

\_\_\_\_\_

\_\_\_\_\_

Has your firm or any member of your firm ever had a claim brought against because of breach of contract or non-performance? If yes, when and state the circumstances and any resolution of the matter.

\_\_\_\_\_

\_\_\_\_\_

**Debarred Statement:** Has this firm, or any principal(s) ever been debarred from providing any services by the Federal Government, any state government, the State of Texas, or any local government agency within or without the State of Texas?

Yes  No

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

**Initials** \_\_\_\_\_

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

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

**Initials** \_\_\_\_\_

**Non-Collusive Affidavit:** The undersigned party submitting this proposal hereby certifies that such proposal is genuine and not collusive and that said Offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any Offeror or person, to put in a sham proposal or to refrain from proposing, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the proposal price of affiant or of any other Offeror, to fix overhead, profit or cost element of said proposal price, or that of any other Offeror or to secure any advantage against the SAHA or any person interested in the proposed contract; and that all statements in said proposal are true.

**Initials** \_\_\_\_\_

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

**Initials** \_\_\_\_\_

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

**Initials** \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Company

# Respondent Biography

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

Headquarters Location: \_\_\_\_\_

Field Office Location(s): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Business Specialty or Focus: \_\_\_\_\_

Number of Full Time Staff: \_\_\_\_\_

Founding Date and Brief History: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Texas Projects and/or Clients (Past and Current): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Previous Housing Authority Experience:      YES      NO

List the Authorities: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



## Proposed Subcontractors

***Note: A completed Profile of Firm Form must be submitted for each subcontractor.***

Proposed Subcontractors					
Item	Company Name	Address	Phone	Specialty	S/W/M/V BE
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
<p>I understand and agree that if awarded a contract as a result of this solicitation that the use of the above subcontractors is subject to the approval of Opportunity Home and becomes a part of the contract. I further understand that any change in subcontractors also requires the pre-approval of Opportunity Home.</p>			<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> (Signature) <div style="border-bottom: 1px solid black; margin-bottom: 5px; margin-top: 10px;"></div> (Printed Name & Title) <div style="border-bottom: 1px solid black; margin-bottom: 5px; margin-top: 10px;"></div> (Company Name)		

**ATTACHMENT D**  
**Section 3 and SWMBE Guidelines and Forms**



**OPPORTUNITY HOME SAN ANTONIO  
SECTION 3 PROGRAM  
CONTRACTOR COMPLIANCE GUIDE**

*BACKGROUND*

Formerly known as the San Antonio Housing Authority (SAHA), Opportunity Home San Antonio adopted a formal Section 3 program, policy, and procedures on June 2, 2011 (Resolution 5164) to provide the framework for its compliance with Section 3 of the Housing and Urban Development (HUD) Act of 1968 which applies to all employment and economic projects funded in whole or in part by HUD. The U.S. Department of Housing and Urban Development (HUD) released the final rule implementing the “Section 3” statute. Section 3 requires that recipients of certain HUD funds make economic opportunities available for low- and very low-income individuals, especially recipients of government assistance for housing, living in the areas where HUD funds are spent. The final rule was adopted on November 30, 2020, and it’s designed to improve a focus on economic opportunity outcomes while simultaneously reducing the regulatory burden on those entities that receive those funds. The New Section 3 Rule goes into effect on July 1, 2021.

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

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

*SECTION 3 GUIDANCE*

1. The Opportunity Home Section 3 Program has incorporated the Housing of Urban Development’s Section 3 New Rule guidelines; and is hereby referenced as part of this Interim Section 3 Guidance. Notice is hereby given that it is the responsibility of the bidder/proposer or contractor to ensure understanding and compliance with all applicable sections of the Section 3 Program. Bidders/proposers and/or prime contractors are directed to the Opportunity Home website for more information on the Section 3 Program.
2. The Section 3 Program requirements apply to all HUD-assisted projects covered by Section 3 and are therefore applicable to Opportunity Home bidders/proposers and recipients of contracts and subcontracts.
3. In order to achieve the Section 3 Program objectives, numerical goals for training/employment and subcontracting opportunities for Section 3 and or Targeted Section 3 Workers and Business Concerns have been established. The Section 3 goals (below) apply to the entire Section 3 covered project and represent minimum numerical total labor hour goals set forth in the Section 3 Program. In the absence of evidence to the contrary, a contractor that meets the minimum benchmark Section 3 and Targeted Section 3 hiring goals, will be considered to have complied with the Section 3 Program requirements. Opportunity Home reserves the right to assess project-specific goals as may be deemed appropriate by the Opportunity Home representatives. Contractors are advised to read each solicitation carefully to determine the applicable goals for compliance.



**Employment:** Twenty-five percent (25%) of or more of the total number of labor hours worked by all workers in the recipient’s fiscal year are Section 3 Workers and Five percent (5%) or more of the total number of labor hours worked by all workers in recipient’s fiscal year are Targeted Section 3 Workers

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

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

Note: Professional Services contracts requiring an advanced degree or professional licensing are exempt from Section 3. This exclusion does not cover all non-construction services.

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

***Training/Employment***

**A). Training/Employment Opportunities for a Section 3 worker**

Is any worker who either currently fits or when hired within the past 5 years fit at least one of the following categories, as documented:

- The worker’s income for the previous or annualized calendar year is below the income limit established by HUD; or
- The worker is employed by a Section 3 business concern; or
- The worker is a YouthBuild participant

**B). Helping provide training and or employment opportunities for A Targeted Section 3 Worker for public housing (includes operating and capital funds) Is defined as:**

- A worker employed by a Section 3 Business Concern; or
- A worker who currently fits or when hired fit at least one of the following categories, as documented within the past five years:
  - A resident of public housing or Section 8- assisted housing;  
or
  - A resident of other public housing projects  
or
  - .A Section 8-assisted housing managed by the PHA that is providing the assistance;  
or
  - A YouthBuild participant

***Contracting Opportunities- For Section 3 Business Concerns:***

- At least 51% of the business is owned and controlled by low or very low-income individuals.



- Over 75% of the labor hours performed for the business over the prior three-month period are performed by Section 3 Workers (must be within that time frame, to help businesses determine whether or not they meet the criteria).
  - A business is at least 51% owned and controlled by current public housing residents or residents who currently live in Section 8 Housing.
5. Bidders/proposers must either achieve the Section 3 Program employment and subcontracting goals identified above (under number 3) or demonstrate acceptable good faith efforts to achieve the numerical goals in the proposal/bid. Opportunity Home representatives shall review and deem acceptable, in their sole determination, a bidder or proposer's good faith efforts prior to the award of the contract.
  6. To ensure that the Opportunity Home Section 3 Program benefits individuals and businesses that are eligible Section 3 and or Targeted Section 3 Workers and Business Concerns; all Section 3 resident and Business Concerns must be deemed eligible through documentation of a "Section 3 and Targeted Section 3 Eligibility Form" for each eligible individual or business. Notice is hereby given that it is the responsibility of the prime contractor to ensure that all participating and eligible Section 3 and/or Targeted Section 3 Workers and/or Business Concerns (vendors, suppliers, or subcontractors) submit the necessary information for proper Opportunity Home status review and credit.
  7. All Opportunity Home prime contractors must submit a Section 3 program compliance report on a monthly basis in the form and content requested by Opportunity Home staff. This report shall document currently hired within the past five years Section 3 and or Targeted Section 3 Workers, and new Section 3 hires along with any new Targeted Section 3 hires. This will also be for reporting on Business Concern training, employment, and subcontracting monthly performance against goals and opportunities.
  8. Failure or refusal by a Opportunity Home bidder/proposer or contractor to satisfy or comply with the Section 3 Program New Rule reporting requirements, either during the bid/proposal process or during the term of the Opportunity Home agreement, shall constitute a material breach of contract whereupon the contract, at the option of Opportunity Home, may be canceled, terminated, or suspended in whole or in part; and, the contractor debarred from further contracts with Opportunity Home as a non-responsible contractor. Opportunity Home may at its discretion also declare bids/proposals not complying with the Section 3 Program requirements in whole or in part nonresponsive and eliminate them from consideration of a contract award.

### ***INTERIM PRIME CONTRACTOR COMPLIANCE REQUIREMENTS***

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



1. In the absence of evidence to the contrary, a prime contractor that meets the Section 3 Program minimum benchmark labor hour numerical goals set forth in the solicitation, will be considered to have complied with the Section 3 Program requirements. A prime contractor who meets this goal must submit with the bid/proposal a “*Section 3 Program Utilization Plan*” (Attached) by simply completing Sections A and B which present the project and contractor information and goal commitment information respectively.
2. In evaluating compliance, a prime contractor that *has not* met the minimum benchmark of labor hour numerical goals set forth in the solicitation; will then have the burden of fully demonstrating its efforts to achieve the Section 3 goals through the submittal and approval of a “*Section 3 Program Utilization Plan*” (Attached) to include completion of Sections A, B and C which must be included with the bid/proposal. Opportunity Home representatives shall review and determine in their sole discretion whether a bidder or proposer’s (contractor) good faith effort compliance plan achieves the Section 3 Program New Rule regulations, goals, and objectives. A responsive good faith effort compliance plan shall address all questions in Sections A, B, and C and describe the concrete efforts that were taken, including any qualitative efforts. These measures will be taken to reach numerical goals in hiring/employment, training, and contracting. The final agreed-upon plan shall become part of the Opportunity Home contract.
3. Opportunity Home reserves the right to disregard bids/proposals as non-responsive bids and proposals which fail to demonstrate a good faith effort towards compliance with the Section 3 Program requirements.
4. As required under the Section 3 Program’s contractual clause, prime contractors specifically agree to include the Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR Part 75 and agree to take appropriate action, as provided in an applicable provision of the subcontract or in the Section 3 Clause, upon a finding that a subcontractor is in violation of the regulations in 24 CFR Part 75. A prime contractor shall not subcontract with any subcontractor where the bidder/proposer has notice or knowledge that the subcontractor has been found in violation of any regulations in 24 CFR Part 75.
5. Prime contractors shall submit a properly completed and executed “Section 3 and Targeted Section 3 Worker Eligibility Form” for all participating Section 3 and or Targeted Section 3 Workers and/or Section 3/Targeted Section 3 Business Concerns (Attached). It is the responsibility of the prime contractor to ensure that eligible Section 3 and or Targeted Section 3 Workers and Business Concerns submit all necessary information for Opportunity Home review and credit, to include an eligible Section 3 prime contractor, if applicable.
6. Prime contractors submitting a Section 3 Program based upon employment, YouthBuild participants, or ownership interest shall submit a properly completed and executed Section 3 and or Targeted Section 3 Worker Eligibility Forms for all employees and owners who qualify and provide any supporting documentation that may subsequently be required by Opportunity Home. Prime contractors and subcontractors must employ any Section 3 and or Targeted Workers for not less than one month prior to the submittal of the bid/proposal in order for the prime contractor to receive credit for employing a Section 3 and or Targeted Section 3 Worker.



7. Notwithstanding the fact that a prime contractor may have the capability to complete a total project with its own workforce and without the use of subcontractors, all Opportunity Home prime contractors on a HUD-assisted project shall be required to achieve the Section 3 Program New Rule benchmark numerical goals and or demonstrate a good faith effort to achieve those goals within the industry. Should the need arise to hire or subcontract during the term of a contract, the hiring and/or subcontracting goals shall still be applicable and the training component remains in force.
8. All changes to the original list of subcontractors submitted with the bid or proposal shall be submitted for review and approval in accordance with Opportunity Home's procedures when adding, changing, or deleting subcontractors/sub-consultants. Prime contractors are required to make a good faith effort to replace any Section 3 Business Concern with another eligible Section 3/Targeted Section 3 Business Concern. Opportunity Home may deny such requests when it finds that a prime contractor fails to provide acceptable justification or when the effect of such change would dilute a preference received on a HUD-assisted contract.
9. All prime contractors participating in a HUD-assisted project shall submit a Section 3 Performance Report no later than the third business day of the following month detailing Section 3 and Targeted Section 3 Worker employment and contracting activity not only for themselves but also all subcontractors on the project. The report is to also detail training and other economic opportunity activities by the prime contractor and subcontractors.

**What are the minimum New Section 3 Rule Benchmarks that need to be met to be in compliance with HUD and your contract with the Opportunity Home San Antonio?**

**For Public Housing Opportunity Home Contracts:**

The benchmark for Section 3 workers is set at 25% or more of the total number of labor hours worked. For Targeted Section 3 Workers, the benchmark is 5% or more of the total number of labor hours worked.

**For Housing and Community Development Opportunity Home Contracts:**

The benchmark is set at 25% or more of the total number of labor hours worked by all workers on a Section 3 Project. The benchmark for Targeted Section 3 Workers is set at 5% or more of the total number of labor hours worked by all workers on a Section 3 project. ("This means that the 5 percent is included as part of the 25% threshold").

**How do the Labor Hours need to be calculated for Section 3 hires, and Targeted Section 3**

**hires? According to HUD's Provision: Section 3 benchmarks will consist of the following two ratios:**

- (i) The number of labor hours worked by Section 3 workers divided by the total number of labor hours worked by all workers funded by public housing financial assistance in the PHA's or other recipient's fiscal year.
- (ii) The number of labor hours worked by Targeted Section 3 workers, as defined in § 75.11(a), divided by the total number of labor hours worked by all workers funded by public housing financial assistance in the PHA's or other recipient's fiscal year.



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## SECTION 3 PROGRAM UTILIZATION PLAN

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### INSTRUCTION SHEET

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

Questions regarding completion of the *Section 3 Utilization Plan* document should be directed to: Assistant Director of Procurement, at 210 -477 -6703 or section3@homesa.org.

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

D. All bidders/proposers are to complete the following:

- \_\_\_\_\_ **Section A**, Bidder/Proposer Information
- \_\_\_\_\_ **Section B**, Section 3/Targeted Section 3 Goals and Contractor Commitment,
- \_\_\_\_\_ **Section C**, Section 3/ Targeted Section 3 Contractor Questionnaire
- \_\_\_\_\_ **Section D**, Section 3/Targeted Section 3 Good Faith Efforts
- \_\_\_\_\_ **Section E**, Section 3/Targeted Section 3 Compliance Certification,
- \_\_\_\_\_ **ATTACHMENT A** Assigned Project Workforce
- \_\_\_\_\_ **ATTACHMENT B** Subcontractor and Supplier's listing

Optional:

- \_\_\_\_\_ Certification for Section 3/Targeted Section 3 Business Concerns
- \_\_\_\_\_ Section 3 and or Targeted Section 3 Worker Individual Verification Form (S3-6003b)

- E. Opportunity Home requires all Section 3 residents and/or Business Concerns to certify or submit evidence to Opportunity Home, contractor, or subcontractor, that the person or business is Section 3 eligible. Opportunity Home has developed a Certification Process for this purpose. It is the responsibility of the Contractor to submit these forms to Opportunity Home.
-





## SECTION 3 PROGRAM UTILIZATION PLAN

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

### SECTION A – BIDDER/PROPOSER INFORMATION

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone: \_\_\_\_\_

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

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

### SECTION B – SECTION 3 GOALS AND CONTRACTOR COMMITMENT

*Employment Goal (The New Rule eliminates the 30% new hire numerical goal and replaces it with labor hours)*  
New Rule labor hour benchmarks:

- 25% or more of the total number of labor hours worked by all workers are Section 3 Workers
- and 5% or more of the total number of labor hours worked by all workers are Targeted Section 3 Workers

Complete **Attachment A** which identifies the bidder/proposer's employee positions required for the execution of this project.

**NOTE:** Opportunity Home will only credit employment participation with documentation acceptable to Opportunity Home certifying their (Section 3, or Targeted Section 3 Worker) status. A prime contractor may satisfy the New Section 3 Rule Employment Goal requirements through the hiring of Section 3 and or Targeted Section 3 Workers through his/her subcontractors. It is important to adhere to the new Section 3 Rule regulation benchmarks as stated above, for contractual compliance.

#### **Contractual Opportunity Goal**

- Subcontract at least ten percent (10%) of the total dollar amount of all Section 3 covered contracts with Section 3/Targeted Section 3 eligible Business Concerns for maintenance, repair, modernization, or development of public or Indian housing, or for work arising in connection with housing rehabilitation, housing construction, and other public construction; and
- At least three percent (3%) of the total dollar amount of all other Section 3 covered contracts with Section 3/Targeted Section 3 eligible Business Concerns.



Complete **Attachment B** which identifies the bidder/proposer's subcontractor and/or supplier opportunities required for the execution of this project.

**NOTE:** The contractual opportunity goal is a percentage of the total gross dollar value of the proposed contract awarded to a Section 3/Targeted Section 3 eligible Business Concern. Opportunity Home will only credit participation by Section 3 /Targeted Section 3 Business Concerns that submit documentation acceptable to Opportunity Home certifying their Section 3 status.

1. The Prime Contractor will subcontract with a total of \_\_\_\_\_ Section 3/Targeting Section 3 Business Concerns totaling \_\_\_\_\_% of the Contract Value.

**Other Economic Opportunity Goal**

Firms may provide other economic opportunities to train and employ Section 3 and Targeted Section 3 Workers. Examples may include part-time work, internship programs, mentorship programs, training agreements, etc.

1. The undersigned bidder/proposer will satisfy the Section 3 and or Targeted Section 3 Workers *other economic opportunity* goals:  
Yes \_\_\_\_\_ No \_\_\_\_\_

**NOTE:** Opportunity Home will only credit other economic opportunity participation to contractors/vendors that submit documentation acceptable to Opportunity Home.

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

- A. In your own words please explain what the Section 3 Program intends to accomplish. (Please limit your response to a couple of sentences).



- B. Explain how you intend to accrue a minimum of 25% or more of the total number of labor hours worked by all workers that are attained from Section 3 Workers and 5% or more of the total number of labor hours worked by all workers that are attained from Targeted Section 3 Workers) of the time the contract is awarded until the contract is complete, and what actions you will use to require subcontractors to do the same.

- C. If you intend to subcontract, explain how you intend to subcontract a minimum of 10% of the work of this bid to Section 3/Targeted Section 3 Business Concerns.



D. Please outline your plan to provide other economic opportunities to Section 3 and or Targeted Section 3 Workers. Examples may include training agreements, internship programs, mentorship programs, etc.

E. How can Opportunity Home assist you in accomplishing your Section 3/Targeted Section 3 goals?



## SECTION D – GOOD FAITH EFFORTS

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

\_\_\_\_\_ The project does not provide any employment opportunities.  
Please provide justification for the lack of employment opportunities.

\_\_\_\_\_ The project does not provide any subcontracting opportunities.  
Please provide justification for the lack of subcontracting opportunities.

F. If no contracting or hiring is anticipated, briefly explain why.



**Attachment A  
Assigned Project Workforce**

Job Category*	Total Estimated Positions Needed for Project	Number of Positions Occupied by Permanent Employees	Number of Positions Open	Number of Positions to be Filled with Section 3 and/or Targeted Section 3 Workers	Anticipated Labor Hours the Section 3 or Targeted Section 3 Workers may work monthly through the duration of the contract till completion
<b>Professionals</b>					
<b>Technicians</b>					
<b>Office/Clerical</b>					
<b>Officers/Managers</b>					
<b>Sales</b>					
<b>Craft Workers (Skilled)</b>					
<b>Operatives (Semi-Skilled)</b>					
<b>Laborers (Unskilled)</b>					
<b>Service Workers</b>					
<b>Other List &amp; describe</b>					

*(Make Additional Copies as Necessary)*

Anticipated number of Section 3 Workers for this project: \_\_\_\_\_

Anticipated number of Targeted Section 3 Workers for this project: \_\_\_\_\_

Identify whether position(s) is Full-time (FT), Part-time (PT), or Training position (TP)

Will you be providing benefits to the Section 3 and or Targeted Section 3 Workers? \_\_\_\_\_ If yes: please describe the benefits package. \_\_\_\_\_

\_\_\_\_\_

How many people are currently employed with your company? \_\_\_\_\_



**EMPLOYMENT CERTIFICATION:**

I hereby certify to the best of my knowledge that the above table represents the appropriate number of employee positions required for the execution of this Project. This table represents the number of Section 3/Targeted Section 3 individuals that the company proposes to employ. Also, the Company will provide Opportunity Home a completed "Section 3/Targeted Section 3 Eligibility" form for any applicable new hire. As the project progresses, I will notify Opportunity Home of any subsequent proposed changes to my workforce for approval.

Project Title \_\_\_\_\_ Company Name \_\_\_\_\_

Signature/Title \_\_\_\_\_ Date \_\_\_\_\_



**Attachment B  
Subcontractor/Supplier Listing**

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

*(Make Additional Copies as Necessary)*

Total Bid/proposal Value - \$ \_\_\_\_\_  
 Total Dollars – Subcontractor/Supplies - \$ \_\_\_\_\_  
 Total Dollars subcontracted to Section 3/Targeted Section 3 Business Concerns - \$ \_\_\_\_\_  
 Overall Section 3 subcontracting Percentage - % \_\_\_\_\_





**CONTRACT OPPORTUNITY CERTIFICATION:**

I hereby certify to the best of my knowledge that the above table represents all of the subcontracting and/or vendor opportunities required for the execution of this Project. This table identifies the number of Section 3/Targeted Section 3 Business Concerns that the company will utilize. Also, the Company will provide Opportunity Home a completed "Section 3/Targeted Section 3 Eligibility" form for qualified Section 3 Business Concerns with all supporting documentation. As the project progresses, ALL OF THE ABOVE INFORMATION I HAVE PROVIDED IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE. I FURTHER UNDERSTAND AND AGREE THAT THIS DOCUMENT SHALL BE ATTACHED THERETO AND BECOME A BINDING PART OF THE OPPORTUNITY HOME CONTRACT. I will notify Opportunity Home of any subsequent proposed changes to my subcontractors/suppliers for approval.

Project Title \_\_\_\_\_ Company Name \_\_\_\_\_

Signature/Title \_\_\_\_\_ Date \_\_\_\_\_



## Section 3 Business Concern Certification

### CONTACT INFORMATION

<b>First Name:</b>	<b>Last Name:</b>	<b>M.I.:</b>	<b>Suffix:</b>
<b>Title:</b>			
<b>Name of Business or DBA:</b>			
<b>Street Address:</b>			
<b>City:</b>	<b>State:</b>	<b>Zip Code:</b>	
<b>Primary Phone:</b>	<b>Email Address:</b>		
<b>Employer Identification Number (EIN):</b>	<b>Owner's Social Security Number (if no EIN):</b>		

### TYPE OF BUSINESS

<input type="checkbox"/> Corporation	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Joint Venture
<b>Total Number of Employees:</b>	<b>Number of Section 3 Employees (if applicable):</b>		
<b>Number of Targeted Section 3 Employees (individuals who live in Public Housing or Section 8 Housing in Bexar County):</b>			
<b>List the types of services your business provides (e.g., electrical, janitorial, security):</b>			
<b>List up to three NIGP Codes which correspond to the services and goods provided:</b>			

### LICENSES/CERTIFICATIONS

**List the business' occupational licenses or certifications:**


### HUD GUIDELINES

**Businesses may become Section 3 Certified if they meet at least one (1) of the following HUD guidelines (select any that apply):**

<input type="checkbox"/>	51% of business is owned by low or very low income persons.
<input type="checkbox"/>	75% of the Labor Hours are performed for the business over the previous three-month period by Section 3 Workers.
<input type="checkbox"/>	51% of business is owned by current Public Housing or Section 8 housing residents.



## Section 3 Business Concern Certification

### OWNERSHIP AND CONTROL

If claiming 51% of ownership by a low or very low income person, or by a current Public Housing or Section 8 housing resident, identify the firm's ownership:

Name	Title	Ownership Percentage

### REQUIRED DOCUMENTATION

Please provide the required documentation for Section 3 Business Concern certification.

**For businesses claiming status with 51% of ownership by low or very low income persons:**  
(Provide the following for all owners of the enterprise.)

- Copy of evidence of participation in a public assistance program (residential lease, evidence of public assistance, tax return).
- Proof of residence in Bexar County (your driver's license or state issued ID).
- Proof of ownership (DBA; if sole proprietorship, submit Assumed Name Certificate; if corporation, submit Certificate of Formation, Articles of Incorporation, or Operating Agreement. Proof must show ownership by the Section 3 individual).

**For businesses claiming at least 75% of the labor hours worked are performed by Section 3 Workers over the previous three-month period prior to applying for this certification:**

- List of ALL current employees.
- List of employees claiming Section 3 status.
- Employers claiming the 75% of labor hours worked must provide a labor hour time sheet, sign the Section 3 individual verification form (s) for business concern assessment and **notarize** each form per employee verifying their Section 3 status.

**For businesses claiming status with 51% of ownership by current Public Housing or Section 8 housing resident(s):**

- Proof of residence in a public housing or Section 8 housing residence in Bexar County
- Proof of ownership (DBA; if sole proprietorship, submit Assumed Name Certificate; if corporation, submit Certificate of Formation, Articles of Incorporation, or Operating Agreement. Proof must show ownership by Public Housing or Section 8 resident).

### DISCLAIMER SIGNATURE

**By checking this box, I swear or affirm that the information on this form is, to the best of my knowledge and belief, true, correct, and complete.**

I understand that this information will be used to determine my eligibility to participate in the Section 3 Business Concern certification program.

I hereby authorize Opportunity Home San Antonio to display my contact information, type of business and license/certification information in a database that contractors and community partners will have access to.

My signature/printed name below signifies that I understand and authorize Opportunity Home San Antonio and U.S. Department of Housing and Urban Development (HUD) officials to verify all the information I provide regarding Section 3 Certification.

**Printed Name:**

<b>Signature:</b>	<b>Date:</b>
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## Section 3 Business Concern Certification

Please complete forms, attach all necessary documentation, and submit via one of the following methods:

**Mail or Drop Off:** C/O Assistant Director of Procurement  
Opportunity Home San Antonio  
818 S. Flores St.  
San Antonio, TX 78204

**Email To:** [Section3@homesa.org](mailto:Section3@homesa.org)

**Fax To:** (210) 477-6167



**SECTION 3 AND TARGETED SECTION 3 WORKER VERIFICATION FORM  
FOR BUSINESS CONCERN ASSESSMENT**

**ELIGIBLE SECTION 3 AND/OR TARGETED SECTION 3 CURRENT AND NEW HIRES MUST COMPLETE THIS FORM.**

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

INCOME DISCLOSURE (CHECK AN OPTION BELOW):

     **Option 1: I choose to disclose this information.**

In order to be eligible as a Section 3 and/or Targeted Section 3 Individual, you must fit into one of the following criteria:

1. Was the income for the previous five years less than or in the HUD area median income bracket for the Section 3/Targeted Section 3 Individual?

80% HUD Area Median Income (FY 2022 Income Limit):  
\$46, 450

2. Are you a resident of Public Housing or Section 8 housing?  Yes  No

- If you indicate "Yes," then the individual is a Targeted Section 3 Worker, regardless of income.
- If you are a low income individual living in Bexar County, you are a Section 3 individual even if you do not live in Public Housing or Section 8 housing.

     **Option 2: I choose not to disclose this information.**

**NOTE: This form must be notarized prior to submission.**

CERTIFICATION	
By signing, I authorize my employer to release relevant information to Opportunity Home San Antonio for contract compliance purposes. I further affirm that the information on this form is, to the best of my knowledge and belief, true, correct, and complete.	
Printed Name:	
Signature:	Date:

**M/WBE UTILIZATION STATEMENT  
OPPORTUNITY HOME SAN ANTONIO  
M/WBE PROGRAM OFFICE**

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

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

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

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

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

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

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

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

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

Catherine Craig  
Section 3/SWMBE Coordinator  
818 S. Flores St.  
San Antonio, TX 78204  
catherine\_craig@homesa.org  
210-477-6165

***FOR OPPORTUNITY HOME PROCUREMENT DEPARTMENT USE ONLY***

Reviewed by: \_\_\_\_\_

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

of Opportunity Home Official:

\_\_\_\_\_  
Recommendation: Approval: \_\_\_\_\_ Denial: \_\_\_\_\_

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

**M/WBE UTILIZATION STATEMENT  
OPPORTUNITY HOME SAN ANTONIO  
M/WBE PROGRAM OFFICE**

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**SECTION A: PROJECT IDENTIFICATION**

Project Number \_\_\_\_\_ Project Title \_\_\_\_\_

Contract Amount \_\_\_\_\_ Company Name \_\_\_\_\_

Project Participation Range/Goal: M/WBE \_\_\_\_ %

Contract Anticipated Participation Range: M/WBE \_\_\_\_ %

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

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**SECTION B: SUBCONTRACTOR/SUB CONSULTANT/VENDOR UTILIZATION**

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

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

2. MBE utilization in total dollars: \_\_\_\_\_ WBE utilization in total dollars: \_\_\_\_\_

3. Overall MBE utilization percentage (%): \_\_\_\_\_

4. Overall WBE utilization percentage (%): \_\_\_\_\_

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

6. Anticipated M/WBE utilization on this contract will occur:

Throughout \_\_\_ Beginning 1/3 \_\_\_ Middle 1/3 \_\_\_ Final 1/3 \_\_\_

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



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

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

### SECTION C: GOOD FAITH EFFORT

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

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

subcontracting, etc., if any.

(c) List all other good faith efforts employed, please elaborate.

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

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

\_\_\_\_\_  
*Title Date*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Telephone Number*

## **ATTACHMENT E**

### **Wage Determination**

"General Decision Number: TX20240007 01/05/2024

Superseded General Decision Number: TX20230007

State: Texas

Construction Types: Heavy and Highway

Counties: Atascosa, Bandera, Bastrop, Bell, Bexar, Brazos, Burleson, Caldwell, Comal, Coryell, Guadalupe, Hays, Kendall, Lampasas, McLennan, Medina, Robertson, Travis, Williamas and Wilson Counties in Texas.

HEAVY (excluding tunnels and dams, not to be used for work on Sewage or Water Treatment Plants or Lift / Pump Stations in Bell, Coryell, McClenon and Williamson Counties) and HIGHWAY Construction Projects

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022: Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number 0 Publication Date 01/05/2024

SUTX2011-006 08/03/2011

Rates Fringes

CEMENT MASON/CONCRETE FINISHER (Paving and Structures).....\$ 12.56 \*\*

ELECTRICIAN.....\$ 26.35

FORM BUILDER/FORM SETTER

Paving & Curb.....\$ 12.94 \*\*  
Structures.....\$ 12.87 \*\*

LABORER

Asphalt Raker.....\$ 12.12 \*\*  
Flagger.....\$ 9.45 \*\*  
Laborer, Common.....\$ 10.50 \*\*  
Laborer, Utility.....\$ 12.27 \*\*  
Pipelayer.....\$ 12.79 \*\*  
Work Zone Barricade  
Servicer.....\$ 11.85 \*\*

PAINTER (Structures).....\$ 18.34

POWER EQUIPMENT OPERATOR:

Agricultural Tractor.....\$ 12.69 \*\*  
Asphalt Distributor.....\$ 15.55 \*\*  
Asphalt Paving Machine.....\$ 14.36 \*\*  
Boom Truck.....\$ 18.36  
Broom or Sweeper.....\$ 11.04 \*\*  
Concrete Pavement  
Finishing Machine.....\$ 15.48 \*\*  
Crane, Hydraulic 80 tons  
or less.....\$ 18.36  
Crane, Lattice Boom 80  
tons or less.....\$ 15.87 \*\*  
Crane, Lattice Boom over  
80 tons.....\$ 19.38  
Crawler Tractor.....\$ 15.67 \*\*  
Directional Drilling  
Locator.....\$ 11.67 \*\*  
Directional Drilling  
Operator.....\$ 17.24  
Excavator 50,000 lbs or  
Less.....\$ 12.88 \*\*  
Excavator over 50,000 lbs..\$ 17.71  
Foundation Drill, Truck  
Mounted.....\$ 16.93 \*\*  
Front End Loader, 3 CY or  
Less.....\$ 13.04 \*\*  
Front End Loader, Over 3 CY.\$ 13.21 \*\*  
Loader/Backhoe.....\$ 14.12 \*\*  
Mechanic.....\$ 17.10 \*\*  
Milling Machine.....\$ 14.18 \*\*  
Motor Grader, Fine Grade....\$ 18.51  
Motor Grader, Rough.....\$ 14.63 \*\*  
Pavement Marking Machine....\$ 19.17  
Reclaimer/Pulverizer.....\$ 12.88 \*\*  
Roller, Asphalt.....\$ 12.78 \*\*  
Roller, Other.....\$ 10.50 \*\*  
Scraper.....\$ 12.27 \*\*  
Spreader Box.....\$ 14.04 \*\*  
Trenching Machine, Heavy....\$ 18.48

Servicer.....\$ 14.51 \*\*

Steel Worker

Reinforcing.....\$ 14.00 \*\*  
Structural.....\$ 19.29

TRAFFIC SIGNALIZATION:

Traffic Signal Installation  
Traffic Signal/Light Pole  
Worker.....\$ 16.00 \*\*

TRUCK DRIVER

Lowboy-Float.....\$ 15.66 \*\*  
Off Road Hauler.....\$ 11.88 \*\*  
Single Axle.....\$ 11.79 \*\*  
Single or Tandem Axle Dump  
Truck.....\$ 11.68 \*\*  
Tandem Axle Tractor w/Semi  
Trailer.....\$ 12.81 \*\*

WELDER.....\$ 15.97 \*\*

-----  
WELDERS - Receive rate prescribed for craft performing  
operation to which welding is incidental.

\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the

wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"



**ATTACHMENT F**  
**Form of Bid**  
**Bid Fee Sheet**

## Form of Bid

(This Form must be fully completed and put in the bid submittal.)

**INSTRUCTIONS:** The items listed below must be completed and included in the bid unless otherwise specifically noted. Please complete this form by marking X, where provided, to indicate that the referenced information has been included.

X=ITEM INCLUDED	SUBMITTAL ITEMS
-----	<b>Tab 1 Form of Bid (Attachment F)</b>
-----	<b>Tab 2 HUD Forms &amp; Conflict of Interest Questionnaire(Attachment B)</b>
-----	<b>Tab 3 Profile of Firm Form, Company Profile (Attachment C)</b>
-----	<b>Tab 4 Client Information</b>
-----	<b>Tab 5 Joint Venture/Partnership Information</b>
-----	<b>Tab 6 Subcontractor Information</b>
-----	<b>Tab 7 Section 3 Preference</b>
-----	<b>Tab 8 S/W/MBE Small Business Plan</b>
-----	<b>Tab 9 Section 3 Good Faith Effort Compliance Plan</b>
-----	<b>Tab 10 Financial Viability and Other Information</b>

## Bid Fee Sheet

\*The undersigned Bidder herein states that by completing and submitting this Form and all related documents, he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and that if Opportunity Home discovers that any information entered to be false, that shall entitle Opportunity Home to not consider or make award or to cancel any award with the undersigned party. Further, by completing and submitting with the costs where provided, the undersigned agrees to abide by all terms and conditions pertaining to this IFB as issued by Opportunity Home. Pursuant to all IFB Documents, the undersigned proposes to supply Opportunity Home with the Services described herein for the fee(s) entered within the areas provided.

- 1. Base Bid:** The following must be completed per the specifications herein and applied over the correct base. (All fees must be included in cost)

<u>Description</u>	<u>UOM</u>	<u>Qty / UOM</u>	<u>Cost</u>	<u>Extended Cost</u>	<u>Days to Complete</u>
Installed Swing Vehicle Gates w/ remote access	Ea	3			
Installed Slide Vehicle Gate w/ remote access	EA	1			
Installed Pedestrian Gates w/ Key Pad Entry	EA	4			
Installation of Key Pad Entry Only	EA	1			
Total Project Cost	Ea	1			

**If the Contractor fails to list days to complete, the project must be completed in 60 days from notification to begin work.**

### 2. Completion Date:

**If the Contractor fails to list days to complete, the project must be completed in 60 days from notification to begin work.**

Days to Complete: \_\_\_\_\_

**Company Name:** \_\_\_\_\_

**Page 1 of 2**

**Adenda Acknowledgements**

Addendum #1: \_\_\_\_\_ Date:\_\_\_\_\_

Addendum #2: \_\_\_\_\_ Date:\_\_\_\_\_

Addendum #3: \_\_\_\_\_ Date:\_\_\_\_\_

_____	_____
<b>Signature</b>	<b>Date</b>
_____	_____
<b>Company</b>	<b>Printed Name</b>
_____	
<b>E-mail address if available</b>	
_____	_____
<b>Phone</b>	<b>Fax</b>

## Bidder's Certification

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

1. He/she has full authority to bind Bidder and that no member Bidder's organization is disbarred, suspended or otherwise prohibited from contracting with any federal, state or local agency,
2. Items for which Bids were provided herein will be delivered as specified in the Bid,
3. In performing this contract, the contractor(s) shall comply with any and all applicable federal, state or local laws including but not limited to: Occupational Safety & Health, Equal Employment Opportunity, Immigration and Naturalization, The Americans with Disabilities Act, State Tax and Insurance Law, and the Fair Housing Act.,
4. Bidder agrees that this bid shall remain open and valid for at least a period of 90 days from the date of the Bid Opening and that this bid shall constitute an offer, which, if accepted by Opportunity Home and subject to the terms and conditions of such acceptance, shall result in a contract between Opportunity Home and the undersigned Bidder,
5. He/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Bid,
6. Bidder, nor the firm, corporation, partnership, or institution represented by the Bidder, or anyone acting for such firm, corporation or institution has violated the antitrust laws of the State of Texas or the Federal Antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business,
7. Bidder has not received compensation for participation in the preparation of the specifications for this IFB,
8. **Non-Collusive Affidavit:** The undersigned party submitting this bid hereby certifies that such bid is genuine and not collusive and that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or person, to put in a sham Bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other Bidder, to fix overhead, profit or cost element of said bid price, or that of any other Bidder or to secure any advantage against Opportunity Home or any person interested in the proposed contract; and that all statements in said bid are true.
9. **Child Support:** Pursuant to Section 231.006 (d) of the Texas Family Code, regarding child support, the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.
10. **Lobbying Prohibition:** The Contractor agrees to comply with Section 1352 of Title 31, United States Code which prohibits the use of Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.
11. **Non-Boycott of Israel:** Opportunity Home may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that; (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract. (Texas Government Code chapter 2270) by accepting these General Conditions and any associated contract, the CONTRACTOR certifies that it does not Boycott Israel, and agrees that during the term of this contract will not Boycott Israel as that term is defined in the Texas Government Code Section 808.001, as amended.
12. **TX Gov. Code 2252.152:** Prohibits a government entity from awarding a contract to a company identified as Iran, Sudan, or a Foreign Terrorist Organization as identified on a list maintained by the Texas Comptroller of Public Accounts. By signature hereon bidder certifies that it is not affiliated in any manner with the businesses on this list.

Submitted by (Firm): \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Printed name and title \_\_\_\_\_

Business address: \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_