

<u>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</u>			Page of Page(s) 1	
1. Amendment/ <u>Modification</u> No. A00002	2. Effective Date See Block 15c	3. Requisition/Purchase Order No.	4. Project No. (if applicable)	
5. ISSUED BY Housing Authority of the City of El Paso, Texas Procurement Department 5300 E. Paisano Dr. El Paso, TX 79905-2931 Mr. Juan Pulido, Procurement Manager		6. ADMINISTERED BY (if other than Item 5) Housing Authority of the City of El Paso, Texas Public Housing Department 5300 E. Paisano Dr. El Paso, TX 79905-2931		
NAME AND ADDRESS OF CONTRACTOR 7. (No., Street Name, County, State & Zip Code)		8a. Amendment of Solicitation No. RFQ 18-Q-0002		
		8b. Dated (see item 10)		
		9a. Modification of Contract No.		
		9b. Dated (see item 12)		
10. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATION				
The above numbered solicitation is amended as set forth in Item 13. The hour and date specified for receipt of Offers is: <input type="checkbox"/> is extended <input type="checkbox"/> is not extended. Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 7 & 14, and returning _____ copy (ies) of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such a change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
11. ACCOUNTING AND APPROPRIATION DATE (if required) PHA				
12. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT IT MODIFIES THE CONTRACT NO. DESCRIBED IN ITEM 13.				
<input type="checkbox"/>	A. This change order is issued pursuant to (Specify Authority) The changes set forth in Item 13 are made in the Contract No. in Item 9a.			
<input type="checkbox"/>	B. The above numbered contract is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc). Set forth in Item 13 pursuant to the authority of FAR 43.103 (b).			
<input type="checkbox"/>	C. This supplemental agreement is entered into pursuant to the authority of: MUTUAL AGREEMENT OF BOTH PARTIES			
<input type="checkbox"/>	D. Other (Specify type of modification and authority)			
E. IMPORTANT: Contractor <input type="checkbox"/> is not <input type="checkbox"/> is required to sign this document and return <u>ALL</u> copies to the issuing office.				
13. Description of <u>Amendment:</u> Amendment No. A00002. Rev ① Pg. 23 Replaced form HUD 5370-C pg. 2 to pg. 3 <i>Except as provided herein, all terms and conditions of the documents referenced in Item 8a. or 9a., remains unchanged and in full force and effect.</i>				
14a. NAME AND TITLE OF SIGNER (Type or print)		15a. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Gerald Cichon, Chief Executive Officer		
14b. OFFEROR/CONTRACTOR	14c. Date Signed	15b.	15c. Date Signed	
_____ (Signature of Authorized Person)		_____ (Signature of Contracting Officer)		
APPROVED AS TO FORM: _____ HACEP Legal Counsel		DATE: _____ HACEP Form 001		

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

**Request
for Qualifications for:**

Bond Counsel Services

Solicitation No. EX 19-Q-0002

3/22/2019

Rev ① Pg. 23

Replaced form HUD 5370-C pg. 2 to pg. 3

<p>Housing Authority of the City of El Paso, Texas</p> <p>Gerald Cichon Chief Executive Officer</p>	<p>An Equal Opportunity Employer and Contracting Agency</p>
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product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

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

13. Interest of Members of Congress

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

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

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

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

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

(ii) The prohibition does not apply as follows: