



1149 E. South 11th Street • Abilene, Texas 79602

Request For Qualifications (RFQ)

Developer Services

Date Issued

November 3, 2024

RFQ #

AHA-2024-008

Closes

December 5, 2024 @ 3:00 PM CST

Tana Kauffman-Hubbard, HCD Director

Prepared by

Patterson & Associates
for the Abilene Housing Authority

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I. AHA Background, RFQ Objective(s), Evaluation, and Information

A. AHA's Background, Mission and Impact

- (1) **The Abilene Housing Authority (AHA)** is committed to providing quality affordable housing in a suitable living environment to low and moderate income individuals and families without discrimination; and to creating economic opportunities for our customers to become self-sufficient.
- (2) **Our Mission and Impact:** AHA is changing the face of affordable and attainable housing opportunities by providing low income rental possibilities that enable our clients to flourish in the community. AHA accomplishes this by assisting our clients in elevating themselves to the next level of self-sufficiency and personal responsibility through life-changing programs. Through its real estate development program, AHA also delivers stable investment opportunities for our development partners. The Abilene Housing Authority owns 213 Public Housing units and administers 1571 Housing Choice Vouchers in 20 Counties across West Central Texas. AHA also owns a 48 unit Senior Tax Credit property in conjunction with a developing partner that administers 19 Project Based Vouchers (PBV's) and 3 market rate units within the 48 units.

B. RFQ Objective(s)

- (1) **Objective of this Solicitation:** AHA herewith requests qualifications for a Developer Partner for Mixed Income/Use Developments. *The selection process for this RFQ, if successful, may result in the selection of multiple Developer Partner(s).* The successful parties will demonstrate through their respective responses that each possesses the necessary qualifications to implement a comprehensive redevelopment or rehabilitation plan for financing multi-family developments for either family and/or elderly and/or disabled housing and permanent supportive housing. The Developer Partner(s), working in concert with AHA, will be responsible for all design, master planning, financing, pre-development and final development activities in accordance with an agreed upon plan.
- (2) **Opportunity:** Interested individuals, firms or entities with a record of success in the development of mixed-income developments, especially those able to demonstrate successful LIHTC applications and development experience in Texas, are encouraged to respond to this RFQ.
- (3) **Restrictions:** This invitation is restricted to services for the AHA and its affiliates only and proposals with respect to other entities or projects shall not be submitted. Proposals are invited from any qualified not-for-profit or for-profit Housing Developer in good

standing with the Texas Department of Housing and Community Affairs (TDHCA), the State of Texas, and the U.S. Department of Housing and Urban Development.

C. RFP Information and Timeline:

Table C-1: Solicitation Activity	Date or Target Date
1. Agency Contact for this solicitation	Tana Kauffman-Hubbard, HCD Director
2. Solicitation Issued	November 3, 2024
3. How to Obtain the RFP	The RFP will be posted online at AHA’s website, as well as at Housing Agency Marketplace (https://ha.internationaleprocurement.com/)
4. Pre-Submittal Conference	None
5. Question submittal deadline	November 20, 2024
6. Response Deadline: <u>3:00 PM CST On:</u>	December 5, 2024
7. Proposal Review Interview and Site Visits	TBD
8. Proposal Submission	<ol style="list-style-type: none"> 1. Respond within the eProcurement Marketplace; <li style="text-align: center;"><i>and</i> 2. Submit 1 Original and 3 hardcopies, and 1 electronic PDF on USB of your response to: Procurement Office 1149 E. South 11th Street • Abilene, Texas 79602

- (1) AHA reserves the right to modify this schedule at its discretion. Notification of changes in connection with this solicitation will be made available to all interested parties via online notifications and/or an emailed Addendum.
- (2) This Request for Qualifications (RFQ) contains specific submission requirements, general scope of service requirements, as well as terms, conditions, and other pertinent information necessary for submitting a proposal. In this solicitation when the term "Owner" is used, it is intended to mean Abilene Housing Authority or one of its affiliates.

D. Evaluation Process and Criteria:

- (1) Initial Review:** Each submission will be internally reviewed to establish responsiveness. The reviewer will ensure that all required materials are included and no obvious deficiencies are evident. AHA reserves the right, in its sole discretion, to waive any informalities or minor irregularities and/or permit the cure of such deficiencies if it serves its best interests to do so. Any submission that fails to include all materials requested under this solicitation may be deemed non-responsive, and if determined to be non-responsive by AHA will not be rated or ranked.
- (2) Selection Committee Review:** Each responsive submission will be rated and ranked by a Selection Committee. The Selection Committee membership will be composed by AHA, in its discretion, and it may include employees and/or third parties. The Selection Committee may communicate with/negotiate with those proposers who submit proposals deemed to be in the best interest of AHA. At any time during the selection process, AHA may require further information or documentation from respondents to aid in the deliberation of the Selection Committee. The Selection Committee will use its initial scoring and the oral interviews (if any) as well as any further information to determine the final scores and assign final rankings. AHA reserves the right to request a Best and Final Offers if deemed necessary. The Selection Committee will make a recommendation to the AHA CEO based on respondent's submissions, interviews, and below, along with any additional information gathered during the selection process.

 - a. This Review will include a site visit by the respondent of up to three (3) sites.
 - b. An interview will be conducted for the top three candidates (developers).
- (3) AHA reserves the right to accept or reject individual members of any respondent team.**

 - a. No contractual rights shall arise from the process of negotiation until such time as the AHA and the selected Developer have signed a Development Agreement. If, for any reason, a Development Agreement cannot be negotiated with the highest ranked respondent, AHA reserves the right, but shall be under no legal obligation, to select the next highest respondent for negotiation of a contract. AHA may continue to negotiate with respondents in the order of rankings until a contract is finalized. Work under the Development Agreement shall commence immediately upon its execution. The parties further concur that HUD must approve the Development Agreement and agree to work diligently to implement changes as may be required by HUD
 - b. AHA reserves the right to conduct negotiations with more than one of the finalist firms.
 - c. AHA reserves the right to accept or reject in part or reject all proposals and to re-solicit new proposals. AHA may also reject any proposals that are incomplete or non-responsive and any proposals that are submitted after the deadline.

(4) Evaluation Criteria

Table D-1 Evaluation Criteria

Evaluation Criteria	Points
1. Technical Competence & Approach	60
2. Financial Capacity and Access to Funding	20
3. Development Portfolios	20
Total Points Possible	100

2.1 Technical Competence and Approach (60 Points Possible)

To be eligible for points, the respondent must have developed at least three (3) affordable multifamily properties in the State of Texas;

- a. Demonstrated understanding of the real estate development process and quality performance in the development of rental and/or ownership of affordable housing.
- b. Level of previous successful development experience in the affordable housing market, mixed-use, and mixed-income developments, and working with community stakeholders during the development process.
- c. Degree of previous successful experience with TDHCA, and in particular, awards from TDHCA for Financing 9% deals and 4% HTC/tax exempt bond financing.
- d. Capability and experience of the members of the Development Team; determination of availability of all required skills necessary for the development process.
- e. Prior experience and success working in a public/private partnership with a public housing authority to develop affordable housing.
- f. Prior experience in developing a Rental Assistance Demonstration (RAD) portfolio.
 - a. And/or section 18 demolition/disposition
 - b. Voluntary conversion under section 22
- g. Preferred experience working with the development of Permanent Supportive Housing (PSH) properties.
- h. Preferred experience with developments through the Choice Neighborhoods Initiative (CNI) and grant funding.

2.2 Financial Capacity and Access to Funding (20 Points Possible)

- a. Financial stability of the Development Team as demonstrated through prior success in obtaining funding for development projects through multi source funding.
- b. Demonstrated record of financing projects through a variety of funding sources, and knowledge and experience working with the funding providers identified in this

Request. In particular, successful syndication of Financing 9% deals and 4% HTC/tax exempt bond financing, HUD financing and State and City funding

2.3 Portfolio

(20 Points Possible)

- a. To include past and current Tax Credit Projects.
- b. New Construction and Rehab RAD projects
- c. Preferred points for portfolio to show projects through CNI and/or PSH.

TOTAL

100 Points Possible

II. Scope of The Developers Responsibilities

A. Requested Developer Qualifications

- (1) The purpose of this RFQ is to invite proposals from, identify and procure, qualified developer partner(s) for all phases of planning and development required for the development, acquisition and/or rehabilitation of properties to be approved by AHA.
- (2) Depending on the assigned project, AHA may maintain responsibility for decision-making or alternatively, the developer partner may take on the responsibility for managing parts or all of the entire development process, coordinating the work of the development team, serving as central point for communication and decision making, and providing advice to the AHA, or its affiliate. In addition, the developer partner may take on a number of specific tasks either independently or in conjunction with other members of a development team. These tasks may include, but are not necessarily limited to, the following:
 - a. Oversee the preparation of development projects and concept plan(s).
 - b. Scoring of potential land sites for development.
 - c. Oversee and perform Environmental Review Process.
 - d. Facilitate necessary community meetings in reference to development projects.
 - e. Undertake market/need/demand analysis.
 - f. Identify, evaluate and assist with negotiating property acquisition.
 - g. Assist with project design (particularly from market and budget perspectives).
 - h. Prepare capital and operating cost budgets.
 - i. Assist with zoning and other development approvals involving the City of Abilene.
 - j. Assist AHA in preparing applications for government assistance.
 - k. Prepare marketing materials and coordinate marketing/application/pre-leasing/pre-sales process.
 - l. Prepare financing applications and negotiate terms.
 - m. Coordinate an acceptable procurement method and construction contract.
 - n. Account for all project costs.
 - o. Assist with organizing property management and/or serving as the managing entity for an agreed term of no less than 1 year.
- (3) **Each respondent must have demonstrated experience and expertise in the following:**
 - a. Developing operating financial proformas.
 - o Gross potential rent projections
 - o Effective gross income projections
 - o Expenses and net operating income projections
 - o Debt service and cash flow
 - o Developer return on equity
 - o Annual debt summary

- b. Developing project development budgets.
 - o Rents and Incomes including LIHTC and HUD funding sources
 - o Operating Expenses
 - o Outside financial sources, including loans, grants, and tax credits
 - o An operating pro-forma
 - o A gap analysis
- c. Developing conceptual building layouts and elevation.
- d. Developing conceptual site plans.
- e. The redevelopment or revitalization of neighborhoods.
- f. Maximizing the use of various financing vehicles/tools.
- g. The development, construction, and operation of a housing development;
- h. The development of housing that incorporates tax credit and affordable housing financing;
- i. Applicable regulatory compliance issues;
- j. MBE, WBE and Section 3, planning and compliance; and
- k. Working with local government authorities that regulate the permits and utilities necessary for revitalization efforts and development funding.

(4) Projects may include, but not necessarily limited to:

- a. New construction and rehabbed tax credit developments.
 - b. New construction workforce housing.
 - c. Acquisitions/Renovations of either market rate or affordable developments.
 - d. Mid-rise and high-rise development.
 - e. New Construction and/or Rehab of converted Public Housing to Rental Assistance Demonstration (RAD)
 - f. New construction and rehabbed development through Permanent Supportive Housing
 - g. New construction and rehabbed developments through the Choice Neighborhood Initiative with multi source funding
- ❖ AHA reserves the right to modify its plans with regards to future development projects to include additional types of projects or eliminate proposed projects.
- ❖ AHA is seeking proposals from qualified not-for-profit or for-profit Developers to procure or provide all or some of the services listed above. The selected Developer must have the capacity and experience necessary to plan, direct, and execute complex mixed income/finance transactions.

B. Role of the Developer Partner

(1) Responsibilities of the selected developer may include, but are not limited to, the following:

- a. Identify opportunities for new construction or acquisition and preparation of a proposal for AHA consideration;
- b. Undertake pre-development activities including site scoring, environmental reviews and geotechnical testing, architectural and engineering work, analysis of the condition of existing utilities at the site, site analysis, rezoning (if necessary), market analysis, land acquisition opportunities and financial feasibility;
- c. Develop architectural plans consistent with federal, state and local guidelines, and obtain all necessary approvals and permits;
- d. Develop and manage an implementation schedule;
- e. Obtain and/or provide additional leveraged funds from private, non-governmental sources;
- f. Prepare a Low Income Housing Tax Credit application to be filed with the Texas Department of Housing and Community Affairs (TDHCA);
- g. Prepare applications for other sources of funding;
- h. Develop a project budget;
- i. Coordinate all development activities, including reporting and budget requirements, with AHA;
- j. Determine a general management structure, prepare a management plan for the Development and recommend a property manager subject to approval by AHA; it is at the discretion of AHA to decide to utilize the proposed property management entity or look at additional options
- k. Provide all necessary financial guarantees and assurances to assemble a financing package;
 - l. Develop and implement a "Section 3" resident employment program;
- m. Solicit prices and contracts for construction;
- n. Oversee construction and ensure completion in a timely manner;
- o. Assist AHA in preparation and submission of any necessary Mixed-Income proposals and all required evidentiary materials; and
- p. Deliver a project consistent with program guidelines.
- q. Etc.

A Development Agreement governing the development responsibilities of all parties for each project will be negotiated.

(2) Development Team

- a. The development team must be capable of handling the development and ongoing oversight of a rental development project. The following will be viewed as favorable by the selection committee:
- b. Previous experience developing Mixed Finance Developments with an Affordable Housing component of 100 units or more;

- c. Previous experience developing mid-rise or high-rise products;
- d. Previous experience involving layered financing including, but not limited to, Low Income Housing tax credits, bonds, conventional financing, Permanent Supportive Housing, Choice Neighborhood Initiative projects and RAD portfolios
- e. Financial capacity to complete the project;
- f. Administrative capacity to complete the project;
- g. Previous experience in applying to the TDHCA for an allocation of Low-Income Housing Tax Credits; and
- h. Experience with HUD regulations and requirements.
- i. The Respondent confirms that he/she and any affiliates are in good standing with both HUD and TDHCA and neither the Respondent nor any affiliate is currently debarred by either HUD or TDHCA.

Note: The developer partner can be headed by a non-profit community-based developer or a for-profit developer, or be a joint venture. The team should include an experienced developer of multi family housing (or developer consultant providing technical assistance in aiding in building or strengthening capacity of the developer); and can (but is not required to) include the following: contractor with applicable licenses and demonstrated financial capability. The developer may perform any of these functions, if qualified. AHA reserves the right to accept or reject individual members of the development team.

III. Instructions to Respondents

A. Communication with AHA

- (1) Point of Contact: The point of contact for purposes of obtaining the Request for Proposal and submitting responses is:

Point of Contact: Tana Kauffman-Hubbard. **International Procurement Link**

- (2) Respondents shall address all communication and correspondences pertaining to this RFP process only to the Point of Contact or channel other than that identified above. Respondents must not inquire or communicate with any other AHA staff member or official (including members of the Board of Commissioners) pertaining to this RFP. Failure to comply with this requirement is cause for a proposal to be disqualified. During the RFP solicitation process, AHA will not conduct any conversations which may give one prospective proposer an advantage over other prospective Respondents.
- (3) **Prohibitions:** Contact with members of the AHA Board of Commissioners, or officers and employees other than the contact person listed herein, by any prospective respondent, after the publication of the RFP and prior to the execution of a contract with the successful proposer(s) could result in disqualification of your proposal. In fairness to all prospective proposer(s) during the RFP process, if AHA meets in person with anyone representing a potential provider of these services to discuss this RFP other than at the pre-submittal meeting, an addendum will be issued to address all questions so as to ensure no respondent has a competitive advantage over another. This does not exclude meetings required to conduct business not related to the RFP, or possible personal presentations after written qualifications have been received and evaluated.
- (4) **Non-Mandatory Pre-Submittal Conference:** None scheduled.
- (5) **AHA reserves the right without liability to:**
- a. Reject any or all proposals, waive any informality in the RFP process, or terminate the RFP process at any time if deemed by AHA to be in its best interests.
 - b. Not award a contract pursuant to this RFP.
 - c. Terminate a contract awarded pursuant to this RFP, at any time for its convenience upon 30 days written notice to the successful Respondent.
 - d. Determine the days, hours, and locations in which the services are performed in this RFP.
 - e. Retain all proposals submitted and not permit withdrawal for a period of 90 days subsequent to the deadline for receiving proposals without the written consent from AHA.

- f. Negotiate the fees proposed by all Respondents. If such negotiations are not, in the opinion of AHA successfully concluded within a reasonable timeframe as determined by AHA, AHA shall retain the right to end such negotiations.
 - g. Reject and not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to rejection of incomplete proposals and/or proposals offering alternate or non-requested services and from Respondents deemed non-responsive and non-responsible.
 - h. Prohibit any further participation by a Respondent or reject any proposal submitted that does not conform to any of the requirements detailed herein. Each prospective Respondent further agrees that he/she will inform AHA in writing within five (5) days of the discovery of any item that is issued thereafter by AHA that he/she feels needs to be addressed. Failure to abide by this time frame shall relieve AHA, but not the prospective Respondents, of any responsibility pertaining to such issue.
 - i. Award, to revise, change, alter or amend any of the instructions, terms, conditions, and/or specifications identified within the RFP documents issued, within any attachment or drawing, or within any addenda issued.
 - j. To advertise for new proposals or to proceed to do the work otherwise if proposals are rejected.
 - k. Cancel the award of any proposal(s) at any time before the execution of the contract documents by all parties.
 - l. Reduce or increase estimated or actual quantities in whatever amount necessary if funding is not available, legal restrictions are placed upon the expenditure of monies for this category of service or supplies, or AHA's requirements in good faith change after award of the contract.
 - m. Make an award to more than one Respondents based on ratings or to make an award with or without negotiations or Best and Final Offers (BAFO).
 - n. Establish a competitive range for responses based on the initial scores and to require presentations by the Respondents within the competitive range.
 - o. Require additional information from all Respondents to determine level of responsibility. Such information shall be submitted in the form and time frame required by AHA.
 - p. Amend the terms of the contract any time prior to contract execution.
 - q. Contact any individuals, entities, or organizations that have had a business relationship with the Respondents regardless of their inclusion in the reference section of the proposal submittal.
- (6) Timely Submissions:** Late submissions will not be accepted. Proposals received prior to the submittal deadline shall be securely kept and unopened by AHA. No proposal received after the designated deadline shall be considered. Respondents are cautioned that any proposal submittal that is time-stamped as being received by AHA after the exact time set as the deadline for the receiving of proposals shall not be considered. Any such proposal inadvertently opened shall be ruled to be invalid. No responsibility will attach to AHA or any official or employee thereof, for the pre-opening of, or the failure to open a proposal not properly addressed and identified.

- (7) **Review of RFP Forms, Documents, Specifications, and Drawings:** It shall be each Respondent's responsibility to examine carefully and, as may be required, properly complete all documents issued pursuant to this RFP. Unless otherwise instructed, specifications and drawings (if provided) do not purport to show all of the exact details of the work. They are intended to illustrate the character and extent of the performance desired under the proposed contract and may be supplemented or revised from time to time.
- (8) **Withdrawal of Proposals:** A request for withdrawal of a proposal due to a purported error must be filed in writing by the Respondents within 48 hours after the proposal deadline. The request shall contain a full explanation of the purported error. The foregoing shall not be construed to violate the common law right of withdrawal for material error as defined in Texas statute. AHA retains the right to accept or reject any and all bids to the extent permitted by law. Negligence on the part of the Respondents in preparing his/her proposal confers no right of withdrawal or modification of the proposal after such proposal has been received and opened.
- (9) **Mistake in Proposal Submitted:** After a proposal has been opened it may not be changed for the purpose of correcting an error in the pricing. This does not affect the common law right of the Respondent to withdraw a bid due to a material mistake in the bid.
- a. Irregular Proposal Submittal: A proposal shall be considered irregular for any one of the following reasons, any one or more of which may, at AHA's discretion, be reason for rejection:
- i. If the forms furnished by AHA are not used or are altered or if the proposed costs are not submitted as required and where provided.
 - ii. If all requested completed attachments do not accompany the proposal submittal.
 - iii. If there are unauthorized additions, conditional or alternate proposals, or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning or give the Respondents submitting the same competitive advantage over other Respondents.
 - iv. If the Respondent adds any provisions reserving the right to accept or reject any award or to enter into a contract pursuant to an award.
- (11) **Disqualification of Respondents Proposal:** Any one or more of the following shall be considered as sufficient for the disqualification of a prospective Respondents and the rejection of his/her proposal:
- a. Evidence of collusion among prospective Respondents. Participants in such collusion will receive no recognition as Respondents or Respondents for any future work with AHA until such participant shall have been reinstated as a qualified bidder or Respondent. The

names of all participants in such collusion shall be reported to HUD and any other inquiring governmental agency.

- b. Unless otherwise requested, more than one proposal for the same work from an individual, firm, or corporation under the same or different name(s).
 - c. Lack of competency, lack of experience, and/or lack of adequate resources.
 - d. Unsatisfactory performance record as shown by past work for AHA or with any other local, state, or federal agency, judged from the standpoint of workmanship and progress.
 - e. Incomplete work, which in the judgment of AHA, might hinder or prevent prompt completion of additional work, if awarded.
 - f. Failure to pay or satisfactorily settle all bills due on former contracts still outstanding at the time of the award.
 - g. Failure to demonstrate minimum qualification requirements of AHA.
 - h. Failure to list, if required, all team members, subcontractors (if subcontractors are allowed by AHA) who will be engaged by the successful Respondent(s) to participate in the performance of the Services.
 - i. Failure of the successful Respondents to be properly licensed by the City, County, and/or the State of Texas and/or to be insured by a commercial general liability policy and/or worker's compensation policy and/or business automobile liability policy, if applicable.
 - j. Any reason to be determined in good faith, to be in the best interests of AHA.
- (12) **Questions and Inquiries:** A Respondent may inquire or question any of the proposal documents or any part of the information contained therein, by submitting, in writing to the contact person listed herein by the date indicated in "Section III - Timeline." Queries should be concise and reference the specific portions of the RFP document where clarification is required. AHA reserves the right to issue a revision to the applicable RFP requirements in the form of an Addendum or may reject the Respondent's request.
- (13) **Substitutions:** Respondents must propose services that meet the requirements of the RFP documents.
- (14) **No Liability for Costs:** AHA assumes no liability or responsibility for the costs incurred by the Respondents for any materials, efforts, or expenses required in the preparation of proposals or in connection with presentations or demonstrations prior to the issuance of a Contract.

- (15) **Proposal Opening Results:** Proposals are publicly opened and the results are generally a matter of public record. When AHA has concluded all evaluations, has chosen a final top-rated Respondent, has completed the award, and is ready to issue such results, AHA shall notify the successful Respondents. All proposal documents submitted by the Respondents are generally a matter of public record unless such information is deemed to be proprietary.
- (16) **Award:** Submissions will be evaluated on the scoring criteria stated in this RFP. After evaluation of the responses, the Contract will be awarded to the Respondents representing the "Best Value" to AHA after preferences for Section 3 business concerns are considered, if applicable. The Selected Consultant will then enter into an agreement with AHA.
- (17) **Taxes:** AHA, 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.
- (18) **Liability and Insurance Requirements:** The selected respondent may, if applicable to the proposal submitted, be required to maintain General Liability, Worker's Compensation, Automobile Liability, Professional Liability, and other form of insurance, with firms authorized to do business in the State of Texas, during the duration of performance of activities pursuant to this RFP. The selected respondent may also, depending on the nature of the proposal submitted, be required to indemnify AHA against claims and obligations due to actions and activities of the proposer and not arising from negligence or misconduct of AHA and its employees. Terms of required insurance and indemnification will be included in any final agreement between AHA and the proposer. If a Respondent receives an award and unless otherwise waived in the Contract, the Selected Consultant will be required to provide an original Certificate of Insurance confirming the minimum requirements found within the solicitation or contract to AHA within 10 days of contract signature.
- (19) **Exceptions:** AHA may consider any exception to the RFP that the Respondent wishes to include but the failure of AHA to include such exceptions does not give the successful Respondent the right to refuse to execute AHA's contract form. It is the responsibility of each prospective Respondent to notify AHA, in writing, in its Proposal of any exceptions to the RFP terms. AHA will consider such clauses and determine whether to include or not in the Contract.
- (20) **Open Records/Confidentiality.** All proposals submitted in response to this solicitation are subject to Open Record Request (ORR) under The Texas Public Information Act. For information regarding The Texas Public Information Act, please visit the following website https://www.texasattorneygeneral.gov/files/og/publicinfo_hb.pdf. If you submit confidential information, please mark it as such to protect such confidentiality to the maximum extent permitted by law.
- (21) **Right To Protest**
- a. **Rights:** Any prospective or actual Respondents or contractor, who is allegedly aggrieved in connection with the solicitation of a proposal or award of a contract, shall

have the right to protest. Such right only applies to deviations from laws, rules, regulations, or procedures. Disagreements with the evaluators' judgments as to the number of points scored are not reasons for an appeal. An alleged aggrieved protestant claiming this right is hereby informed that these regulations do not provide for administrative appeal as a matter of right for that alleged aggrieved protestant.

- b. Definition:** An alleged aggrieved "protestant" is a prospective respondent or Respondents who feels that he/she has been treated inequitably by AHA and wishes AHA to correct the alleged inequitable condition or situation.
- c. Eligibility:** To be eligible to file a protest with AHA pertaining to an RFP or contract, the alleged aggrieved protestant must have been involved in the RFP process in some manner as a prospective Respondents (i.e. recipient of the RFP documents) when the alleged situation occurred. AHA has no obligation to consider a protest filed by any party that does not meet these criteria.
- d. Procedure:** Any actual or prospective contractor may protest the solicitation or award of a contract for a material violation of AHA's procurement policy. Any protest against an AHA 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.
- e.** 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 Consultant 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 that are not timely filed will not be considered and the decision becomes final. All appeals shall be marked and sent to the address as listed in the following example:

APPEAL OF SOLICITATION NO.: *RFQ# AHA-2024-008*
AHA
Attn: Procurement Department
1149 E. South 11th Street
Abilene, Texas 79602

B. Proposal Submission and Structure (Tabs)

(1) Proposal Submission

- a. The response to this RFP shall be submitted in the manner described in this Section. Failure to submit the Proposal in the manner specified may be cause for elimination of that Respondent from consideration for award.
- b. Sealed responses, regardless of hardcopy or digital, must be received by AHA by the date and time listed below at the location(s) specified.

SUBMISSION DEADLINE	December 5, 2024
PHYSICAL DELIVERY	Tana Kauffman-Hubbard Housing & Community Development Director 1149 E. South 11th Street Abilene, Texas 79602
Original and Copies - Spiral Bound	One Executed Bound Original + 3 Bound exact copies; + one digital copy via USB drive.

- c. Any submission received after the specified date and time will not be considered. Submissions must be in the specified office of AHA on or before the above specified date and time. If you choose to mail your submission, it must arrive by the specified date and time, regardless of the postmark date.
- d. Respondents must submit the following in order for the submission to be considered complete:
 - One (1) spiral bound hardcopy version of the proposal with original signatures labeled “Original”; and Three (3) bound copies of the proposal labeled "Copy".
 - **One (1) USB Flash Drive containing the full proposal**

(2) Proposal Tab Structure and Titles

A. Tab 1: Letter of Interests

The letter of interest (not to exceed four pages) should:

- 1. Introduce the development team, specifying roles and responsibilities of team members and identifying the authorized representative (with contact address, telephone number and e-mail address included) who will serve as the primary contact throughout the selection process. Include information for a contact alternate in the event that the authorized representative is absent or unavailable.

2. Describe the development team's understanding of its role and why it will be successful in implementing the efforts.
3. Copies of Certificate of Incorporation, Partnership Agreement, Joint Venture or other organizational document, and a corporate resolution, if applicable, signed by the Secretary of the Respondent and notarized, certifying the name of the individual(s) authorized to sign the offer, the contract and any amendments thereto. *(Not part of four page maximum)*

B. Tab 2: Firm Qualifications and Structure of the Team

1. All entities that comprise the team are to be identified, indicating their specialization(s) and specific contribution to the team. Respondents are encouraged to include on the team specialists for all components of the project including design, construction, legal, financing, and management services. The form of relationship between participants should be designed to meet the needs of the team and the project. However, the team leader should be clearly identified. Ultimately, the identified team leader will be held responsible for the performance of all members of the development team. If the team members are from different companies or firms, then the team leader should enter into individual agreements with each member to assure performance.
2. Respondents must submit an organization chart showing all of the individuals that will be assigned to this project. Also, resumes of the key individuals are to be included with a detailed description of the responsibilities that they will be required to perform. AHA is interested in assessing the capacity and capability of teams and their ability to respond to the demands of this Initiative. Additionally, AHA will assess the capability of the project manager, the lead individuals in each discipline and the design team.

C. Tab 3: Experience of Team Members

Experience in housing development efforts with resident and community participation will be favored. Please provide a company portfolio of comparable types of projects.

a. Respondent's Staffing and Qualifications:

- Provide information regarding staff experience and qualifications demonstrating the Respondent's capacity to perform the required Services.
- Identify all individuals who will be devoted to the project on a full-time or part-time basis, including those who will be full-time only for specific components of the project, as well as those filling a continuing position throughout the project.

b. Relevant Experience and Past Performance:

- Identify similar or related Services performed for other public housing authorities that have been completed or are currently active. Include up to three references and contact information.
- Respondent shall provide a detailed narrative that reflects the extent of their past experience and knowledge and reputation in the industry in the area of performing the Services described in this RFP.

D. Tab 4: Firms Approach to Fulfilling AHA's Developer Expectations

Describe your firm/teams approach to meeting AHA's Developer Expectations and Role as outlined in Section II Scope of The Developers Responsibilities parts A, and B.

E. Tab 5: References and Client Information

Respondents must submit at least 5 references for the team leader and 5 such references for each of the other major team participants with a specific individuals name to contact, email address and phone number.

F. Tab 6: Financial Statement

Current financial statements should be provided for each member of the development team. These statements should demonstrate the financial capacity of the developer, or the entity that would most likely be responsible for executing all applicable guarantees. Financial statements may be submitted in a separate sealed envelope, one copy only) marked, "*Financial Statements - Confidential,*"

F. Tab 7: Small, Woman, Minority Business Enterprises Utilization Statement

The Respondents shall submit a statement that details how the Consultant will make a good faith effort to subcontract with S/W/MBE companies. Opportunities to subcontract with S/W/MBE companies should be listed here. FAILURE TO PROVIDE A S/W/MBE UTILIZATION STATEMENT MAY CAUSE THE RESPONSE TO BE DISQUALIFIED AS NON-RESPONSIVE.

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

These Forms are attached hereto as Attachment B to this RFP document and must be completed, executed where provided thereon and submitted under this tab. NOTE: The Selected Respondent shall be required to submit a Form 1295 to the Texas Ethics Commission in compliance with Government Code 2252.908 and a copy of the submission along with the Certification prior to execution of the contract with AHA.

H. Tab 9: Abilene Housing Authority /State of Texas Forms

Each Respondent must complete the Forms as provided in Exhibit B. Additional information on specific forms is included below.

1. Business References: Provide references from related service providers or agency personnel. Include a brief description of Respondent's business relationship with the reference, additional can be utilized, as necessary.
2. All other applicable forms listed in Exhibit B.

I. Tab 10: Proposal Checklist and Certification

By completing the Proposal Checklist, respondent shall certify that the Proposal documents are complete and included in the response. The Respondent's Certification contained in Attachment F shall also be completed and attached.

C. Terms and Conditions

These Terms and Conditions shall be considered minimum required terms of any Contract between the Successful Respondent and AHA. Any exceptions to the requirements of these terms shall be noted in the proposal. The Agency shall have no obligation to accept any exceptions and may reject any proposal noting exceptions to its contract requirements.

1. Article 1. Agreement.

- 1.1. **Services.** Consultant agrees to perform the Services and develop the Work Product as set forth in Attachment A Scope of Services. This Agreement provides the basic terms which apply to performance of the Services. Consultant will be given a building name and information by AHA and be asked to submit a price proposal and a timeline of performance of Services based upon the executed Contract provisions. Upon acceptance by both parties of the proposal, a written Schedule will be developed based upon the agreed terms found in the Consultant's proposal. The specific terms and conditions associated with each Schedule will be delineated in the applicable Schedule, which shall be sequentially numbered (e.g., Schedule No. 1, Schedule No. 2, etc...), shall incorporate the terms of the Contract by reference, and which shall require the signature of both parties to be effective. Consultant shall not proceed with the work until the Schedule is received from AHA, signed by the President and CEO or his/her designee. Any changes to executed Schedules will require an Amendment to the Schedule.
- 1.2. **Term.** The term of this Agreement shall be for a period of one year with the option to renew up four additional one year terms. In the event AHA desires to extend the existing contract, AHA shall give notice to the Consultant, no later than thirty (30) days prior to contract completion and AHA shall submit an Amendment extending the terms and conditions of this Agreement.

2. Article 2. Services to be Performed.

- 2.1. **Acting under Authority.** Consultant shall act under the authority and approval of the AHA business representative to provide the professional consulting and/or technical services hereunder. Consultant shall act in accordance with its own expertise, experience, manner, and methods and through its own duly authorized employees or agents and shall comply with all applicable governmental laws, rules, and regulations governing the performance of the Services.
- 2.2. **No Benefits.** It is understood that the amounts AHA pays Consultant under this Agreement shall not be considered salary for pension purposes, and Consultant nor its employees will be entitled to any fringe and supplemental benefits of AHA nor will AHA withhold any Social Security (FICA) or similar contributions from Consultant's compensation. AHA shall have no liability whatsoever to the Consultant on account of this Agreement except for payment of the amounts provided for in Exhibit C.

Consultant shall not be entitled to receive any employment benefits offered to employees of AHA, including workers' compensation insurance coverage.

- 2.3. **Payment of Wages.** Consultant shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as Social Security, Income Tax Withholding, Unemployment Compensation, Workers' Compensation and similar matters. Consultant shall be liable for failure to pay such taxes and hereby indemnifies and agrees to hold AHA harmless from and against any loss, cost, or expense incurred by AHA due to Consultant's failure to withhold any such taxes or to make such contributions in respect of any compensation AHA pays to Consultant.
- 2.4. **Independent Consultant.** The parties recognize that Consultant is an independent consultant and not an employee, agent, partner, joint venturer, covenantor, or representative of AHA. Consultant at no time shall hold itself out as an agent, subsidiary, or affiliate of AHA for any purpose, including reporting to any governmental authority, and shall have no authority to bind AHA to any obligation. The personnel performing the Services under this Agreement shall at all times be under Consultant's exclusive direction and control and shall be employees of Consultant and not employees of AHA. Consultant shall be fully liable for all acts and omissions of its employees, sub-consultants, and their suppliers and shall be specifically responsible for sufficient supervision and examination to assure compliance in every respect with Agreement requirements. Consultant shall require each sub-consultant, to the extent of the services to be performed by the sub-consultant, to be bound by the terms of the Agreement and to assume towards the Consultant all the responsibilities and obligations which the Consultant by this Agreement assumes towards AHA. There shall be no contractual relationship between any sub-consultants or suppliers of Consultant and AHA by virtue of this Agreement. No provision of this Agreement shall be for the benefit of any party except to AHA and Consultant.
- 2.5. **Personnel.** Consultant's personnel assigned to the project shall possess sufficient skills and expertise as required to satisfactorily meet all specifications and obligations of Consultant under this Agreement. AHA Retains the right to reject or require Consultant to remove any employee whose qualifications or performance in AHA ' good faith and reasonable judgment do not meet the standards established by both parties as necessary for performance of the services hereunder. AHAs Reserves the right to participate in the interviewing process and the review of resumes of personnel who are being considered by Consultant as key persons for assignment to the Project. Consultant agrees that it will obtain AHA 'written consent prior to the assignment of any individual or sub-consultant to the Project. No such approval shall relieve the Consultant from any of the obligations of the Contract with AHA. Consultant shall keep such records and furnish reports and information relative to the sub-consultant or sub-consultant's employees, agents, etc. as AHA may request.

- 2.6. **Work Product.** All work products of the Consultant resulting from this Agreement (the “Work Product”) except material previously and mutually identified as confidential or proprietary, shall be provided to AHA Upon request and shall be considered the exclusive property of AHA. In addition, where any work product containing intellectual property of the Consultant is or could be protected by federal copyright, patent, trademark or trade secret laws, AHA has an 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 Consultant pursuant to the terms of this Agreement, including, but not limited to, reports, memoranda or letters concerning the research and reporting tasks of the Agreement. Furthermore, Consultant hereby grants AHAs perpetual, royalty-free, paid-in-full, nonexclusive and irrevocable license to copy, reproduce, perform, dispose of, or use, in whole or in part, the Work Product and to authorize others to do so. Work Product includes but is not limited to: databases, templates, file formats, scripts, links, procedures, materials, training manuals and materials, specially created key commands and any other information, designs, plans or works provided or delivered to AHA or produced by Consultant under this Agreement.

3. Article 3. Compensation to Consultant.

- 3.1. **Compensation.** In consideration for the Services performed by Consultant and development of the Work Product, AHA shall pay Consultant in the manner described in the Fee Sheet. Consultant shall submit all invoices to AHA for review signed by Consultant covering the Work Product and Services completed as of the date of the invoice. The invoice will constitute a representation to AHA that the Work Product has progressed to the point indicated to the best of Consultant’s knowledge, information and belief, the quality of the Services have been performed in accordance with this Agreement, and the Consultant is entitled to payment of the amount requested. Any and all documentation necessary for undisputed payment shall accompany the invoices. As referenced in AHA’s solicitation, the fee or hourly rate for performance of the services proposed by the Consultant shall be all-inclusive of all related costs that Consultant shall incur in his/her normal course of business. All expenses not included in the fee must be pre-approved in writing by AHA in advance of incurring the expense.
- 3.2. **Travel Expenses.** All expenses related to Consultant’s travel shall be the sole responsibility of Consultant unless agreed that they are outside the Scope of Services.
- 3.3. **Invoices.** All Invoices are due thirty (30) days from receipt of invoice by AHA. The Consultant and AHA Agree that payment shall be made by AHA’s Finance & Accounting Department by direct deposit within 30 days of the receipt of a properly submitted invoice and AHA’s acceptance of the work of the Consultant. Invoices shall be sent to the address identified in the contract.
- 3.4. **Taxes.** It is understood and agreed that AHA will make no deductions from fees paid to Consultant for any federal or state taxes or FICA, FUTA, SDI or SUI. Consultant

agrees that it is responsible for making all required FICA, FUTA, SDI, SUI, income tax withholdings or other payments relating to its consultants, providing worker's compensation coverage and making premium "overtime" payments. Consultant shall be solely responsible for payment of its own taxes.

4. Article 4. Performance of Work.

- 4.1. **Performance Warranty.** Consultant represents and warrants that under this Agreement the Consultant possesses the training, skills and expertise necessary to perform said Services in a competent and professional manner. Consultant represents and warrants to AHA that the Services to be provided under this Agreement shall be performed in a professional manner and shall comply with all applicable terms, conditions, covenants, representations and warranties made the Consultant.
- 4.2. **Quality of Work Product.** Consultant hereby represents and warrants that the Work Product has been created and completed in accordance with the Scope of Services and is of the professional quality that one could expect of any company performing similar services in the United States. Furthermore, Consultant acknowledges that AHA and its agents, representatives and Consultants shall be entitled to rely on the expert quality of information contained in the Work Product and the sufficiency and accuracy of the representations, plans and processes, supporting data, technical specifications and special provisions embodied in the Work Product, provided, however, that Consultant shall not be responsible for any inaccuracies or insufficiencies contained in the Work Product resulting from incomplete or inaccurate information supplied by AHA.

5. Article 5. Confidential Information.

- 5.1. **Confidentiality.** Consultant acknowledges that, by the very nature of the Services to be performed by Consultant and/or its consultants, Consultant's consultants may become aware of AHA's trade secrets and other confidential information ("Confidential Information"). Consultant agrees that all such Confidential Information shall be used by Consultant and its consultants only to accomplish the Services and for no other purpose.
- 5.2. **Non-Disclosure.** Consultant agrees that it shall not in any manner reveal or disseminate any of the Confidential Information described herein. Consultant understands that such trade secrets and other Confidential Information shall include, without limitation: names, phone numbers, e-mail addresses or other contact information of the AHA; all past, present and/or future plans, provisions, designs, forms, formats, procedures, methods and other information relating to AHA's technology; technical data, products, patents, copyrights, research and development programs; legal and marketing data and other technical and business information.

6. Article 6. Term and Termination.

- 6.1. **Effectiveness.** Once executed by both Parties, this Agreement shall be effective commencing as of the date specified and may be terminated at any time by either party upon ten (10) business days 'written notice.
- 6.2. **Termination for Cause.** AHA may terminate this Agreement for default at any time in whole or in part, if Consultant fails to perform any of the provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from AHA, fails to correct such failures within seven calendar days or such other period as AHA may authorize or require.
- 6.3. Upon receiving a notice of termination issued from AHA, Consultant shall immediately cease all activities under this Agreement, unless expressly directed otherwise by AHA In the notice of termination. Consultant shall furthermore, deliver to AHA all information, reports, papers, and other materials accumulated or generated in performing the Agreement, whether completed or in process.
- 6.4. **Effect of Termination, Payments.** Upon termination, AHA shall pay Consultant for all hours actually performed by Consultant up to and including the date of termination.

7. Article 7. Compliance With Work Authorization Rules

Consultant must have authorization to perform services in the United States. Consultant shall provide proof of I-9 documentation if requested by AHA.

8. Article 8. Additional Warranties, Insurance and Indemnities.

- 8.1. **Independent Consultant.** Consultant acknowledges and agrees that it is an independent agent acting on its own account.
- 8.2. **INDEMNIFICATION. INDEMNIFICATION. CONSULTANT SHALL INDEMNIFY AND HOLD HARMLESS OPPORTUNITY AHA AND ITS OFFICERS, AGENTS, REPRESENTATIVES, AND EMPLOYEES AGAINST LIABILITY FOR CLAIMS, LOSSES, DAMAGES, COSTS, ACTIONS, CAUSES OF ACTION AND/OR EXPENSES THAT ARE CAUSED BY OR RELATE TO AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT OR FAILURE TO PAY A SUB-CONSULTANT OR SUPPLIER COMMITTED BY THE CONSULTANT, OR THE CONSULTANT'S AGENT, CONSULTANT UNDER CONTRACT OR ANOTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL TO THE EXTENT GROWING OUT OF, OCCURRING, OR ATTRIBUTABLE TO ANY WORK PERFORMED UNDER OR RELATED TO THIS CONTRACT, BUT ONLY TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS OR**

OMISSIONS OF CONSULTANT, CONSULTANT'S AGENTS, CONSULTANTS UNDER CONTRACT OR ANOTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL. CONSULTANT ACKNOWLEDGES AND AGREES THAT THIS INDEMNITY SURVIVES TERMINATION OF THIS CONTRACT

8.3. **Patent Indemnity.** AHA's use of the Work Product provided by Consultant shall not constitute the basis for any claim of patent or copyright infringement, usage fees, royalties, or related costs or expenses (including attorney's fees) by Consultant or any entity participating as Consultant. Consultant shall indemnify and hold harmless AHA from and against all claims of third parties and the related damages, losses and expenses (including attorney's fees and including any license fees or royalties claimed or determined to be due) arising out of any infringement of patent rights or copyrights incident to the use by AHA of the Work Product and shall defend all such claims in connection with any alleged infringement of such rights. If the Work Product or any part thereof, is held to constitute an infringement and its use is enjoined, Consultant, at Consultant's option and expense, shall (a) procure for AHA The right to continue using the Work Product, or relevant part thereof, (b) replace it with non-infringing material or information which is, in AHA Reasonable determination, consistent with the standards reflected by the Agreement, or (c) modify the Work Product or relevant part thereof in a way which is, in AHA Reasonable determination, consistent with the standards reflected by the Agreement, so that it becomes non-infringing.

8.4. **Insurance.** The Consultant shall purchase and maintain, at the Consultant's expense, the minimum insurance coverage identified in Exhibit I. Consultant must provide proof of such insurance by delivering a true and correct Certificate of Insurance issued to the Consultant by Consultant's insurance agency upon execution of this Agreement.

9. Article 9. Liability.

Limitation of Liability. In no event shall either party be liable for any consequential, indirect, punitive, incidental or special damages, whether foreseeable or unforeseeable (and whether or not they or anyone else has been advised of the possibility of such damages), whether based upon lost goodwill, lost profits, loss of use of money, loss of data or interruption in its use or availability, stoppage of work, impairment of assets or otherwise arising out of breach of any express or implied warranty, breach of contract, negligence, misrepresentation, strict liability in tort or otherwise, and whether based on any term in any Agreement, any transaction performed or undertaken under or in connection with any Agreement or otherwise.

10. Article 10. Miscellaneous.

11. Article 10. Notices.

Any notices required or permitted under the Agreements shall be in writing and deemed given as indicated when delivered (unless the applicable Agreement requires otherwise) by any of the following methods: within three (3) business days after being sent certified U.S. mail, return receipt requested, postage prepaid; upon receipt when sent by hand delivery; or within one (1) business day after being sent by reputable overnight courier, charges prepaid. Notices shall be sent to the following addresses and to the attention of the following individuals (or to such other addresses or to the attention of such other individuals as a party may specify in such a notice to the other party):

11.1. In the case of Consultant: To the address identified in the contract.

11.2. In the case of AHA: To the address identified in the contract.

11.3. **Governing Law; Venue.** The Agreements shall be governed by and construed in all respects in accordance with the laws of the State of Texas without regard to principles of conflicts of laws. The parties agree to the exclusive jurisdiction of the federal and state courts located in the County of Taylor, in the State of Texas, for any and all disputes arising under the Agreements, to the exclusion of all other federal and state courts.

11.4. **Severability.** Each Engagement letter is intended to constitute an independent and distinct agreement of the parties, even though each of them shall be construed to incorporate all applicable provisions of this Agreement. If any provision of any Agreement is held by a court of competent jurisdiction to be unenforceable or contrary to law, it shall be modified where practicable to the extent necessary so as to be enforceable (giving effect to the intention of the parties) and the remaining provisions of that Contact Document and all other Agreements shall not be affected.

11.5. **Counterparts.** The Agreement may be executed in separate counterparts, which together shall constitute a single instrument.

11.6. **Authorized Agent.** The agent signing below hereby certifies that she/he is an officer of the corporation and is duly authorized on behalf of AHA To enter contracts and to agree to the terms contained herein.

11.7. **Entire Agreement.** This Agreement, together with the Exhibits attached hereto and any SOWs issued hereunder, represents the entire agreement of the parties hereto related to the subject matter hereof, and any prior agreements, promises, negotiations or representations, whether oral or written, not expressly set forth in this Agreement are superseded and of no force and effect. This Agreement may be modified only in a writing signed by authorized representatives of both parties. There are no oral or written collateral representations, agreements or understandings except as provided herein.

- 11.8. **Records.** Consultant shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Consultant shall maintain any other records pertinent to this Agreement in such a manner as to clearly document Consultant's performance hereunder. Consultant acknowledges and agrees that AHA, the Department of Housing and Urban Development ("HUD") or the Comptroller General of the United States, or any of their duly authorized representatives shall have access to such fiscal records and all other books, documents, papers, plans, and writing of the Consultant that are pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. All such fiscal records, books, documents, papers, plans and writings shall be retained by Consultant and kept accessible for a minimum of three years, or for such longer period of time as may be required by law, following payment and termination of this Agreement, or until the conclusion of any audit, controversy, claim or litigation arising out of or related to this Agreement, whichever date is later. All subcontracts shall also comply with these provisions.
- 11.9. **No Personal Inducements.** Consultant acknowledges and agrees that AHA Requires all Consultants to adhere to basic principles in conducting business with AHA. Specifically, these principles include no direct or indirect personal inducement of AHA employees or Commissioners, such as the giving of gifts, money, tickets, economic opportunity or future employment, loan, gratuity, trip, favor or any other item or service including discounts, in connection with this Agreement. Consultant further acknowledges and agrees that breach of these principles may be grounds for termination of the Agreement.
- 11.10. **Subcontracts and Assignment.** No Sub-consultants have been approved for use under this Agreement. Consultant shall not enter into any subcontracts for any of the work required by this Agreement, or assign or transfer any of its interest in this Agreement, without the prior written consent of AHA. The provisions of this Agreement shall be binding upon and shall insure to the benefit of the parties hereto, and their respective successors and assigns, if any.
- 11.11. **Conflict of Interest.** Consultant agrees that in carrying out its duties and responsibilities under this Agreement, it will neither undertake nor cause, nor permit to be undertaken, any activity which either (i) is illegal under any laws, decrees, rules, or regulations in effect in the United States; or (ii) would have the effect of causing AHA To be in violation of any laws, decrees, rules, or regulations in effect in the United States.
- 11.12. **Neither** AHA nor Consultant 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, AHA or Consultant Contractor's reasonable control. Consultant 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 the performance of its obligations under this Agreement.

- 11.13. **Laws and Regulations/HUD Clauses.** The Consultant shall also comply with the HUD requirements contained within this Section. AHA is a governmental entity as that term is defined in the procurement statutes. AHA and this RFP and all resulting contracts are subject to federal, state and local laws, rules, regulations and policies relating to procurement as applicable. Consultant shall comply with all local, state and federal laws concerning safety (OSHA) and environmental control (EPA and Bexar County Pollution Regulations) and any other enacted ordinance, code, law or regulation. Consultant 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 Consultant for time or monies lost due to violations of any such ordinance, code, law or regulations that may occur.
- 11.14. Consultant shall comply with all statutes, rules, regulations, executive orders affecting procurements by Housing Authorities including but not limited to:
- Executive Order 11246
 - Executive Order 11063
 - Copeland “Anti-Kickback” Act (18 USC 874)
 - Davis-Bacon and Related Acts (40 USC 276a-276a-7)
 - Clean Air & Water Acts (42 USC 1857(h); 33 USC 1368)
 - Contract Work Hours & Safety Standards Act (40 USC 327-330)
 - Energy Policy & Conservation Act (PL 94-163, 89 STAT 871)
 - Civil Rights Act of 1964, Title VI (PL 88-352)
 - Civil Rights Act of 1968, Title VIII (PL 90-284 Fair Housing Act)
 - Age Discrimination Act of 1975
 - Anti-Drug Abuse Act of 1988 (42 USC 11901 et. Seq.)
 - HUD Information Bulletin 909-23
 - Immigration Reform & Control Act of 1986
 - Fair Labor Standards Act (29 USC 201, et. Seq.)

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

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.”

Texas Gov't Code 2252.152: Prohibits a governmental entity from awarding a contract to a company engaged in business with Iran, Sudan, or a Foreign Terrorist Organization as identified on a list maintained by the Texas Comptroller of Public Accounts.

IV. EXHIBITS

HUD & Federal Forms

1. HUD Form 5369-B, Instructions to Offerors
2. HUD Form 5370-C, General Conditions for Non-Construction Contracts (W/O Maintenance)
3. HUD Form 5370-C, General Conditions for Non-Construction Contracts (with Maintenance)
4. AHA Minimum Insurance Requirements

Instructions to Offerors Non-Construction

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



- 03291 -

1. Preparation of Offers

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

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

3. Amendments to Solicitations

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

- (1) signing and returning the amendment;
- (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
- (3) letter or telegram, or
- (4) facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

- (2) Have a satisfactory performance record;
- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

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

6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the HA will be considered at any time it is received and may be accepted.

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

7. Contract Award

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may

- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

8. Service of Protest

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

9. Offer Submission

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show **the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.**

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]

General Conditions for Non-Construction Contracts

Section I — (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/31/2027)

Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB number. 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 75. The form is required for non-construction contracts awarded by Public Housing Agencies (PHAs). The form is used by PHAs in solicitations to provide necessary contract clauses and allows PHAs to enforce their contracts. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157. Do not send this completed form to either of these addressees. The information collected will not be held confidential.

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

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$250,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 905.100) **greater than \$2,000 but not more than \$250,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$250,000 — use Sections I and II.**

Section I - Clauses for All Non-Construction Contracts greater than \$250,000

1. Definitions

The following definitions are applicable to this contract:

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

2. Changes

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

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

3. Termination for Convenience and Default

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

4. Examination and Retention of Contractor's Records

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

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

5. Rights in Data (Ownership and Proprietary Interest)

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

6. Energy Efficiency

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

7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section 111, Labor Standards Provisions, including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

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

9. Assignment of Contract

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

10. Certificate and Release

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

11. Organizational Conflicts of Interest

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

12. Inspection and Acceptance

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

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

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

13. Interest of Members of Congress

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

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

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

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

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

(v) The prohibition does not apply as follows:

- (1) Agency and legislative liaison by Own Employees.
- (a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.
- (b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.
- (c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:
- (1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,
 - (2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.
- (d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:
- (1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;
 - (2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and
 - (3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.
- (e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.
- (2) Professional and technical services.
- (a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-
- (i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.
 - (i) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.
- (b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.
- (c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.
- (d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.
- (iii) Selling activities by independent sales representatives.
- (c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:
- (i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and
 - (ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.
- (d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.
- (e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.
- (f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

16. Equal Employment Opportunity

During the performance of this contract, the

Contractor/Seller agrees as follows:

(a) The [contractor/seller] will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. The

[contractor/seller] will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b) The [contractor/seller] will, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, disability, or national origin.

(c) The [contractor/seller] will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the [contractor/seller]'s legal duty to furnish information.

(d) The [contractor/seller] will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the [contractor/seller]'s commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The [contractor/seller] will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The [contractor/seller] will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The [contractor/seller] will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub[contractor/seller] or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such litigation to protect the interests of the United States.

17. Equal Opportunity for Workers with Disabilities

1. The [contractor/seller] will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The [contractor/seller] agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices, including the following:

- i. Recruitment, advertising, and job application procedures;
- ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- iii. Rates of pay or any other form of compensation and changes in compensation;
- iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- v. Leaves of absence, sick leave, or any other leave;
- vi. Fringe benefits available by virtue of employment, whether or not administered by the [contractor/seller];
- vii. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- viii. Activities sponsored by the [contractor/seller] including social or recreational programs; and
- ix. Any other term, condition, or privilege of employment.

2. The [contractor/seller] agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

3. In the event of the [contractor/seller] noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

4. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the [contractor/seller]'s obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities.

The [contractor/seller] must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Brail or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the [contractor/seller], a [contractor/seller] will satisfy its posting obligations by posting such notices in an electronic format, provided that the [contractor/seller] provides computers, or access to computers, that can access the electronic posting to such employees, or the [contractor/seller] has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the [contractor/seller] to notify job applicants of their rights if the [contractor/seller] utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

5. The [contractor/seller] will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the [contractor/seller] is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, individuals with physical or mental disabilities.

6. The [contractor/seller] will include the provisions of this clause in every subcontract or purchase order in excess of \$ 10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7. The [contractor/seller] must, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

18. Dissemination or Disclosure of Information

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

19. Contractor's Status

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

20. Other Contractors

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

21. Liens

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

22. 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 75, 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 75 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 prioritization requirements, and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04)..
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, 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 75. 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 75.
- (e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts
- (f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

23. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered

materials practicable consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract

General Conditions for Non-Construction Contracts

Section II – (With Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/31/2027)

Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB number. 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 75. The form is required for maintenance contracts awarded by Public Housing Agencies (PHAs). The form is used by PHAs in solicitations to provide necessary contract clauses and allows PHAs to enforce their contracts. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157. Do not send this completed form to either of these addressees. The information collected will not be held confidential.

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

- 1) Non-construction contracts (*without* maintenance) greater than \$250,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 905.200) greater than \$2,000 but not more than \$250,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$250,000 – use Sections I and II.

Section II – Labor Standard Provisions for all Maintenance Contracts greater than \$2,000

1. Minimum Wages

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

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

2. Withholding of funds

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

3. Records

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

4. Apprentices and Trainees

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

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

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

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

5. Disputes concerning labor standards

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

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

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

6. Contract Work Hours and Safety Standards Act

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

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

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

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

7. Subcontracts

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

8. Non-Federal Prevailing Wage Rates

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



Insurance Requirements

Insurance Coverage Type	Required Minimums
Professional Liability	
AHA and its affiliates must be named as a Certificate Holder. This is required for vendors who render observational services to AHA such as appraisers, inspectors, attorneys, engineers or consultants.	\$1,000,000
Business Automobile Liability	
AHA 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(s) to do work on AHA properties.	<i>\$500,000 Combined Single Limit Per Occurrence</i>
Workers Compensation and Employer's Liability	
Workers' Compensation coverage is Statutory and has no pre-set limits. Employer's Liability limit is \$500,000. Workers' Compensation is required for any vendor made up of more than two persons. <i>A Waiver of Subrogation in favor of AHA must be included in the Workers' Compensation policy.</i> <i>AHA and its affiliates must be a Certificate Holder.</i>	<i>Statutory Employers Liability is \$500,000</i>
Commercial General Liability	
This is required for any vendor who will be doing hands-on work at AHA properties. AHA and its affiliates must be named as an Additional Insured and as the Certificate Holder.	<i>\$1,000,000 per accident \$2,000,000 aggregate or per project specifications, whichever is higher</i>
Builder's Risk	
Builder shall carry Builder's Risk to cover the loss of materials, and/or the building under construction/rehabilitation. AHA and its affiliates must be named as an Additional Insured and as the Certificate Holder.	<i>Equal to the Contract Cost of the construction or rehabilitation project stated in the contract.</i>

V. ATTACHMENTS

Federal

1. Form SF-LLL, Disclosure of Lobbying Activities
2. HUD Form 50071 Certificate of Payments to Influence Federal Transactions

AHA and State of Texas Forms

1. Certificate of Interested Parties Form 1295 <https://www.ethics.state.tx.us/filinginfo/1295>
2. Conflict of Interests Questionnaire Form CIQ
3. Profile of Firm Form
4. Company Biography
5. Listing of Proposed Subcontractors
6. Proposal Checklist & Certification
7. Respondent's Certification
8. Acknowledgement of Addendum's
9. Business References
10. Form of Non-Collusive Affidavit

DISCLOSURE OF LOBBYING ACTIVITIES

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

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

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

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

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

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

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

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

Certification of Payments to Influence Federal Transactions

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

Public reporting burden for this information collection is estimated to average 30 minutes, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The information requested is required to obtain a benefit. This form is used to ensure federal funds are not used to influence members of Congress. 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. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157.

Applicant Name

Program/Activity Receiving Federal Grant Funding

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

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

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

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

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

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

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

Name of Authorized Official

Title

Signature

Date (mm/dd/yyyy)

AHA and State of Texas Forms

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

OFFICE USE ONLY

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

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

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

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

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

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
 (street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
 (month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

_____ Name of Officer

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

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

Yes No

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

Yes No

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

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

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

(2) the vendor:

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

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

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

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

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

(3) has a family relationship with a local government officer of that local governmental entity.

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

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.



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 any Public Housing Agency 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 AHA? 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 AHA 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 AHA 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



Company 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: _____



Listing of Proposed Subcontractors

Note: A completed Profile of Firm Form and Company Biography must be submitted for each proposed subcontractor.

Sub #	Company Name / Individual	City and State	Specialty	Phone
1				
2				
3				
4				
5				
6				

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 AHA and becomes a part of the contract. I further understand that any change in subcontractors also requires the pre-approval of AHA.

Signature: _____

Printed Name & Title

Company Name



Tab 10: Proposal Checklist & Certification

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

X = Included	Tab	Submittal Items
___	1	Letter of Interests
___	2	Firm Qualifications and Structure of the Team
___	3	Experience of Team Members
___	4	Firms Approach to Fulfilling AHA’s Developer Expectations
___	5	References and Client Information
___	6	Financial Statements
___	7	Small, Woman, Minority Business Enterprises Utilization Statement
___	8	HUD Forms, Conflict of Interest Questionnaire, and Form 1295
___	9	Abilene Housing Authority /State of Texas Forms
___	10	Proposal Checklist and Certification

SECTION 3 STATEMENT: (IF APPLICABLE)

Are you claiming a Section 3 business preference? YES ___ NO ___ If “YES,” which category are you claiming?

- ___ Category I – Owned by a public housing resident where work is performed
- ___ Category II – Owned by any other public housing resident
- ___ Category III – HUD YouthBuild Program
- ___ Category IV – 30% of workforce is Section 3 qualified or subcontract greater than 25% of contract value to certified Section 3 Business Concern



Respondent's Certification

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

1. He/she has full authority to bind Respondent and that no member of Respondent'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. Respondent 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 Respondent.
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. Respondent, nor the firm, corporation, partnership, or institution represented by the Respondent, 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. Respondent has not received compensation for participation in the preparation of the specifications for this RFP.
8. **Non-Collusive Affidavit:** The undersigned party submitting this bid hereby certifies that such bid is genuine and not collusive and that said Respondent has not colluded, conspired, connived or agreed, directly or indirectly, with any Respondent 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 Respondent, to fix overhead, profit or cost element of said bid price, or that of any other Respondent 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 Respondent 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 Consultant 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 engaged in business with Iran, Sudan, or a Foreign Terrorist Organization as identified on a list maintained by the Texas Comptroller of Public Accounts. By signature hereon Respondent certifies that it is not affiliated in any manner with the businesses on this list.

Signature

Printed Name

Company Phone

Company Name

Email Address



Acknowledgement of Addendum's

Addendum #	Signature of Acknowledgement	Date Acknowledged
1		
2		
3		
4		

Signature

Date

Printed Name

Company

Email Address

Phone Number



BUSINESS REFERENCES

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

Company/Agency Name		
Contact Person		Phone:
Address		
Email		
Description of Engagement and \$ Value		

Company/Agency Name		
Contact Person		Phone:
Address		
Email		
Description of Engagement and \$ Value		

Company/Agency Name		
Contact Person		Phone:
Address		
Email		
Description of Engagement and \$ Value		

Add as sheets as necessary to submit the proper number of references.



FORM OF NON-COLLUSIVE AFFIDAVIT

(PRIME RESPONDER/BIDDER)

State of _____

County _____, being first duly sworn, deposes and says:

That he/she is _____, the party making the foregoing proposal or bid, and attests to the following:

1. That affiant employed no person, confirmation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the Affiant whose services in connection with the construction of the public building or project in securing the public contract were in the regular course of their duties for Affiant; and
2. That no part of the contract price received by Affiant was paid to any person, corporation, firm, association or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the Affiant whose services in connection with the construction of the public building or project were in the regular course of their duties for Affiant.
3. That such proposal or bid is genuine and not collusive or sham; 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 try 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, or to fix any overhead, profit, or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the Housing Authority or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Signature*

*Bidder if the Bidder is an individual; all partners if Bidder is a partnership; officer if the Bidder is a corporation.

SUBSCRIBED AND SWORN TO before me, this the ___ day of _____, 20__

NOTARY PUBLIC

My Commission Expires: _____, 20__