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Procurement Department

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**INVITATION FOR BIDS (IFB)**

**FOR**

**Swimming Pool Water Quality Maintenance Equipment for  
Beacon Communities**

**FOR**

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

**IFB# 1902-931-65-4883**

**Prepared by:**

**Department of Procurement  
Of the  
San Antonio Housing Authority  
818 South Flores Street  
San Antonio, Texas 78204**

President & CEO ..... David Nisivoccia

**Invitation For Bids  
For  
Swimming Pool Water Quality Maintenance for Beacon  
Communities**

The Housing Authority of the City of San Antonio, Texas and its affiliated entities d/b/a San Antonio Housing Authority ("SAHA") hereby invites qualified independent Contractors to submit bids for Contractors to provide an automatic maintenance system of SAHA property swimming pools. The swimming pool water quality maintenance systems are needed to preserve the Agency's assets and keep residents safe.

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

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

[www.saha.org](http://www.saha.org)

<http://nahro.economicengine.com>

<http://www.publicpurchase.com/gems/saha.tx/buyer/public/home>

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

HOUSING AUTHORITY OF THE  
CITY OF SAN ANTONIO, TEXAS

## Table of Contents

<b>IFB Information at a Glance</b>	<b>4</b>
<b>Introduction</b>	<b>5</b>
<b>General Information</b>	<b>6</b>
<b>SAHA Reservation of Rights</b>	<b>6</b>
<b>General Conditions</b>	<b>8</b>
<b>Conditions to Bid</b>	<b>12</b>
<b>Form of Bid</b>	<b>13</b>
<b>Mistake in Bid</b>	<b>15</b>
<b>Insurance Requirements</b>	<b>17</b>
<b>Invoicing</b>	<b>17</b>
<b>Right to Protest</b>	<b>18</b>
<b>Additional Considerations</b>	<b>19</b>
<b>Attachments:</b>	
<b>Attachment - A Specifications &amp; Scope of Work</b>	
<b>Attachment - B HUD Forms and Conflict of Interest Questionnaire</b>	
<b>Attachment - C Profile of Firm Form</b>	
<b>Attachment - D Section 3 Guidelines and Forms</b>	
<b>Attachment - F Form of Bid, Bid Fee Sheet</b>	

**IFB INFORMATION AT A GLANCE**

POINT OF CONTACT	Shayne Everett-Endres Purchasing Agent Phone: (210) 477-6254 Fax: (210) 477-6167 <a href="mailto:shayne_everett-endres@saha.org">shayne_everett-endres@saha.org</a>
DATE ISSUED	February 21, 2019
NON-MANDATORY PRE-SUBMITTAL MEETING	March 1, 2019 at 10:00 a.m. SAHA Central Office, 818 S. Flores, San Antonio, TX 78204
LAST DATE FOR QUESTIONS	March 6, 2019 at 3:00 p.m.
BID DUE DATE	March 12, 2019 at 2:00 p.m. SAHA Procurement Dept. 818 S. Flores, San Antonio, TX 78204
ANTICIPATED APPROVAL BY THE BOARD	April / May 2019
SUBMITAL REQUIREMENTS	1 (one) Original signature document marked "ORIGINAL" and 2 (two) exact copies marked "COPY" in a sealed envelope or container.

## INTRODUCTION

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

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

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

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

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

## INVITATION FOR BID

### 1.0 GENERAL INFORMATION

- 1.1 **Statement of Purpose:** The San Antonio Housing Authority and its affiliated entities (SAHA) are seeking bids from independent contractors for the assessment, installation and maintenance of automatic chemical regulating systems for swimming pools and facilities at Beacon Communities.
- 1.2 Bidders acknowledge that submitting a bid to SAHA is not a right to be awarded a contract, but only an offer by the Bidder to perform the requirements of the IFB documents in the event SAHA decides to award a contract to that Bidder.
- 1.3 **Non-Mandatory Pre-Bid Conference:** A pre-bid conference will be held at SAHA Central Office, located at 818 South Flores, San Antonio, Texas 78204 as indicated herein. The purpose of this conference is to assist Bidders in understanding of the IFB documents and required submittal documents. At this conference, SAHA will conduct an overview of the IFB documents, including attachments. Any questions concerning the scope must be presented in writing (e-mail is acceptable) to the contact person listed herein and will be answered in an addendum.
- 1.4 **Bidder's Responsibilities-Contact with SAHA:** Bidders shall address all communication and correspondences pertaining to this IFB process to contact listed herein only. Bidders must not inquire or communicate with any other SAHA staff member or official (including members of the Board of Commissioners) pertaining to this IFB. Failure to abide by this requirement is cause for a bid to be disqualified. During the IFB solicitation process, SAHA will not conduct any ex parte conversations which may give one prospective Bidder an advantage over other prospective Bidders.

### 2.0 SAHA'S RESERVATION OF RIGHTS

- 2.1 SAHA reserves the right to reject any or all bids, to waive any informality in the IFB process, or to terminate the IFB process at any time, if deemed by SAHA to be in its best interests.
- 2.2 SAHA reserves the right not to award a contract pursuant to this IFB.
- 2.3 SAHA reserves the right to terminate a contract awarded pursuant to this IFB, at any time for its convenience upon 30 days written notice to the successful Bidder(s).
- 2.4 SAHA reserves the right to determine the days, hours and locations that the successful Bidder(s) shall provide the services called for in this IFB.
- 2.5 SAHA reserves the right to retain all bids submitted and not permit withdrawal for a period of 90 days subsequent to the deadline for receiving bids without the written consent from SAHA.

- 2.6** SAHA reserves the right to reject and not consider any bid that does not meet the requirements of this IFB, including but not necessarily limited to incomplete bids and/or bids offering alternate or non-requested services and from individuals deemed non responsible.
- 2.7** SAHA shall have no obligation to compensate any Bidder for any costs incurred in responding to this IFB.
- 2.8** SAHA reserves the right to at any time during the IFB or contract process to prohibit any further participation by a Bidder or reject any bids submitted that does not conform to any of the requirements detailed herein. Each prospective Bidder further agrees that he/she will inform SAHA in writing within five (5) days of the discovery of any item that is issued thereafter by SAHA that he/she feels needs to be addressed. Failure to abide by this timeframe shall relieve SAHA, but not the prospective Bidder, of any responsibility pertaining to such issue.
- 2.9** SAHA reserves the right to, prior to award, revise, change, alter or amend any of the instructions, terms, conditions, and/or specifications identified within the IFB documents issued, within any attachment or drawing, or within any addenda issued. All addenda will be posted on SAHA's website [www.saha.org](http://www.saha.org), [www.publicpurchase.com](http://www.publicpurchase.com) and <https://nahro.economicengine.com>. Such changes that are issued before the bid submission deadline shall be binding upon all prospective Bidders.
- 2.10** In the case of rejection of all bids, SAHA reserves the right to advertise for new bids or to proceed to do the work otherwise.
- 2.11** SAHA reserves the right to, without any liability; cancel the award of any bid(s) at any time before the execution of the contract documents by all parties.
- 2.12** SAHA reserves the right to add or delete to the estimated or actual quantities, shown herein, in whatever amount necessary, including complete properties, without prejudice or liability to SAHA, if:
- 2.12.1** Funding is not available,
  - 2.12.2** Legal restrictions are placed upon the expenditure of monies for this category of service or supplies; or,
  - 2.12.3** SAHA's requirements in good faith change after award of the contract.
- 2.13** SAHA reserves the right to make an award to more than one Bidder based on cost and the Bidder being considered responsive and responsible.
- 2.14** SAHA reserves the right to require additional information from all Bidders to determine level of responsibility. Such information shall be submitted in the form and time frame required by SAHA.

- 2.15 SAHA reserves the right to require the Contractor to keep accurate timesheets for all employees assigned to perform any project, task, or assignment resulting from this IFB and any resulting contract.
- 2.16 SAHA reserves the right to contact any individuals, entities, or organizations that have had a business relationship with the Bidder regardless of their inclusion in the reference section of the bid submittal.
- 2.17 In the event any resulting contract is prematurely terminated due to non-performance and/or withdrawal by the Contractor, SAHA reserves the right to seek monetary restitution (to include but not limited to withholding of monies owed) from the Contractor to cover costs for interim services and/or cover the difference of a higher cost (difference between terminated Contractor's rate and new company's rate) beginning the date of Contractor's termination through the contract expiration date.
- 2.18 SAHA reserves the right to amend the contract any time prior to contract execution.

**3.0 GENERAL CONDITIONS:**

- 3.1 **SPECIFICATIONS:** The Contractor shall provide the goods or services as specified in this IFB and any attached HUD Documents. Specifications are in Attachment A.
- 3.2 **REGULATORY/LICENSING:** Contractor shall comply with all applicable federal, state and local laws, rules, regulations, ordinances and codes and obtain any licenses or permits required to provide the services under this IFB. Obtaining licenses and permits shall be the sole responsibility of the successful Bidder whether or not they are known to either the SAHA or the Bidders at the time of the submittal deadline or the award.
- 3.3 **SECTION 3: Contactor is required to prepare and submit monthly reports on Section 3.** Contractor shall utilize Section 3 residents and businesses as defined in Attachment D to perform the requirements under this IFB to the greatest extent feasible and shall document such efforts monthly. There is a 30% goal for hiring Section 3 residents on any contract resulting from this IFB, a subcontracting goal of 10% for Section 3 Businesses for construction contracts and a subcontracting goal of 3% with Section 3 Businesses for non-construction contracts. Contractors will be evaluated on their performance at achieving this goal and such evaluation shall be a factor in future awards.  
**FAILURE TO PROVIDE A SECTION 3 PLAN MAY CAUSE THE SUBMITTAL TO BE DISQUALIFIED AS NON-RESPONSIVE.**
- 3.4 **SMALL, WOMAN, MINORITY BUSINESS ENTERPRISES (SWMBE):** The Proposer is required to include a plan identifying the Proposer's good faith efforts to assist SAHA in its responsibility to foster the development of small and historically under-utilized business enterprises including woman owned, minority owned, disabled veteran owned business enterprises and other business enterprises owned and recognized by HUD as having privileged status. **All** subcontracting opportunities shall be outlined in this plan and any

subcontractors listed on the Subcontractor's form provided in Attachment C.  
**FAILURE TO PROVIDE A SWMBE PLAN MAY CAUSE THE SUBMITTAL TO BE DISQUALIFIED AS NON-RESPONSIVE.**

- 3.5 RESPONSIBILITY FOR SUBCONTRACTORS:** All requirements for the "Prime" contractor shall also apply to any and all subcontractors. It is the Prime Contractors' responsibility to insure the compliance by the subcontractors. Regardless of subcontracting, the Prime Contractor remains liable to SAHA for the performance under this IFB or any resulting contract.
- 3.6 CRIMINAL HISTORY/DRUG TESTING;** Contractor shall perform criminal history checks and drug screening tests on all employees performing work under this IFB and any resulting contract and if requested provide summaries of the results to SAHA. Prospective employees whose criminal history checks discloses a misdemeanor or felony conviction involving crimes of moral turpitude or harm to persons or property shall not be used to perform work under this IFB or any resulting contract. Contractor is required to perform drug screening of all employees and to insure acceptable test results. Criminal history and drug screening checks will be completed at the sole expense of the Contractor.
- 3.7 UNACCEPTABLE EMPLOYEES:** If any employee of the Contractor is deemed unacceptable by SAHA, Contractor shall immediately replace such personnel with a substitute acceptable to SAHA.
- 3.8 UNIFORMS/BADGES:** Contractor shall provide uniforms and/or ID badges for all employees working on SAHA's properties. No employee will be allowed on SAHA's properties out of uniform and/or without an ID badge.
- 3.9 WARRANTY:** All items installed/provided under any contract resulting from this IFB must include a minimum of a two (2) year warranty from the Contractor for labor, materials, and installation except as specified otherwise herein. This period will begin on the date of "FINAL" acceptance by SAHA.
- 3.9.1** The services provided under the contract shall conform to all information contained within the IFB documents as well as applicable Industry Published Technical Specifications, and if one of the above mentioned Specifications contains more stringent requirements than the other, the more stringent requirements shall apply.
- 3.9.2** In addition to all other warranties, the warranty shall include the warranty for merchantability and the warranty of fitness for a particular purpose.
- 3.9.3** Contractor shall assign any warranties and guarantees to SAHA and provide the Contractor's Warranty for Labor and Installation to SAHA along with all Manufacturers' Warranty documents.
- 3.10 SUBMISSIONS:** Late submissions will not be accepted. Submissions received prior to the opening will be held in confidence until the opening.

### **3.11 PROPOSED COST:**

**3.11.1 Base Costs:** Your proposed fee for each item is inclusive of all necessary costs to provide the proposed services, including, but not limited to: employee costs and benefits; clerical support; overhead; profit; supplies; materials; licensing; insurance, vehicle fuel, etc. Each fee proposed shall be fully “burdened” with profit and overhead costs.

**3.11.2 Unit Prices:** Your proposed unit price for each item listed on the Unit Price Sheet, if required, shall be inclusive of all expenses incurred to perform the service under this IFB and any resulting contract. Unit Price shall include but not be limited to, employee costs and benefits, clerical support, overhead, profit, supplies, materials, equipment, licensing, insurance, bonding, vehicle fuel, etc. In case of a discrepancy between a unit price and an extension the unit price prevails.

**3.11.3** Contractor shall provide at contractor’s own expense all equipment, labor, materials, supplies, and tools unless specified otherwise.

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

**3.13 Delivery:** All costs submitted by the successful Bidder shall reflect the cost of delivering the proposed items and/or services to the locations specified within the IFB documents or within the Agreement. All costs in the bid submittal shall be quoted as FOB Destination, Freight Prepaid and allowed unless otherwise stated in this IFB.

**3.13.1** The successful Bidder agrees to deliver to the designated location(s) on or before the date as specified in the finalized contract. Failure to deliver on or before the specified date constitutes an event of default by the successful Bidder. Upon default, the successful Bidder agrees that SAHA may, at its option, rescind the finalized contract under the termination clause herein and seek compensatory damages as provided by law.

**3.14 “Or Equal”:** Catalogs, brand names or manufacturer’s references where provided are descriptive only and indicate type and quality desired. Bids on brands of like nature and quality will be considered unless specified otherwise. If bidding other than the referenced manufacturer, brand or trade name, Bidder must provide a complete description of product offered, and illustrations and must be included in the bid submittal. Failure to include the above referenced data will require Contractor to furnish the specified brand names, numbers, etc.

**3.15 TYPE & TERM OF CONTRACT:** Firm fixed contract for one (1) year with the option to extend for up to four (4) additional one (1) year periods at the sole discretion of SAHA.

**3.16 BONDING: Not required for this contract**

- 3.17 Calculations:** The Contractor is responsible for field verifying the conditions and quantities required to deliver a complete and functional project. This shall include but is not limited to: demolition, disposal, preparation, installation, overhead, profit, bonding, general liability, labor burden, weather conditions, field verified quantities, and encumbrances. All Proposers' submitted Unit Price Items must include these variables. SAHA shall not pay additional sums for a Proposer's failure to factor these conditions into the Bids. Failure to consider any of the factors listed shall not negate the Contractor's responsibility to perform if awarded a contract under this IFB.
- 3.17.1 Estimated Quantities:** Any quantities provided herein are strictly estimates unless specified otherwise. It is the Proposer's responsibility to determine the exact quantities required to provide a complete, finished, functional, and operational product. Unit prices, if requested, are to be utilized only for additional work requested by SAHA.
- 3.18 Project Occupancy:** For the purposes of this solicitation each development shall be considered fully occupied. The project site may also have various construction zones, phasing, mobilization, as well as other Contractors working on-site. Bidders must include these variables in their proposed fees. SAHA shall not pay additional sums for a proposer's failure to factor these conditions into their submittal.
- 3.19 Time for Completion:** The Contractor shall immediately mobilize and commence work at the time stipulated by the Property Management and the Contractor shall be fully complete the service/maintenance as specified in Attachment A, unless specified otherwise by the Property Management.
- 3.20 Safety:** Subject to prior approval by SAHA as to size, design, type, location, and to local regulations, the Contractor and his / her subcontractors shall erect Temporary Safety Signs for purposes of identification and controlling traffic. The Contractor shall furnish, erect, and maintain such signs as may be required by safety regulations, local laws, statutes, or ordinances as necessary to safeguard life and property.
- 3.21 Inspection:**
- 3.21.1 Notice:** The Contractor shall provide prompt notification to SAHA when all work is completed.
- 3.21.2 Inspection:** Upon receipt of the Contractor's notification of when the work has been completed, SAHA shall conduct a final Inspection if deemed necessary by the property management.
- 3.21.3 Inspection Participants:** The inspection shall be conducted by a SAHA representative/s, and the Contractor's representative/s.
- 3.22 Wage Rate:** Contractor shall pay wages in conformance with the HUD Maintenance Wage Rates, and shall insure subcontractor's employees (includes people paid on 1099s) are paid in accordance with these rates.

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

#### **4.0 CONDITIONS TO Bid:**

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

**4.2 Competency and Qualifications of Contractor:** The importance of maintaining the swimming pool equipment and systems in a safe and satisfactory operating condition demands that the contractor, in order to qualify in addition to the other requirements herein provided, shall prove to the satisfaction of the San Antonio Housing Authority, the following:

- A. Each bidder shall have been established for a minimum of five (5) years in the field of Maintenance and repair of swimming pools and their systems. Also, each bidder shall have full service and/ or testing contracts on at least three systems similar in size and technology as the systems installed at the San Antonio Housing Authority's Beacon Communities.
- B. Each bidder must possess all tools, equipment and special devices to ensure complete service.
- C. Each bidder must have in stock, or guarantee 24-hour delivery time for all components and repair/ replacement parts required under the service contract.
- D. Each bidder shall be capable of responding to on call and emergency calls via telephone, email, and/ or via fax within 1 hour (normal working hours) and 2 hour (after hours, weekends, and holidays) of receipt of the call from the SAHA Property Manager or Maintenance Supervisor.
- E. Contractor must be certified as a service professional for pool chemical balance, maintenance, and water quality as recognized by the State of Texas, such as Pool and Spa Operator, certified through the National Swimming Pool Foundation or AFO (Aquatic Facility Operator) certified by The National Recreation and Park Association, and shall provide a copy of certification with proposal response.
- F. Contractor must possess factory certification for the automated chemical controller, and chemical feeding system.

H. Contractor must provide training to SAHA employee's on how to interpret alarms, use of the controller, and general pool maintenance as necessary for the pool to maintain water integrity.

**4.3 IFB Forms, Documents, Specifications and Drawings:**

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

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

**4.4 Submission and Receipt by SAHA:**

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

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

**4.4.1.2** A total of one (1) original signature copy (marked "Original") and 2 exact copies (marked "Copy") shall be forwarded to the Procurement Dept. with the Bidder's name and return address and addressed as follows:

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

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

Continued on Next Page

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

**4.5 Questions/Inquires:**

**4.5.1** A Bidder may inquire or question any of the bid documents or any part of the information contained therein, by submitting, in writing to the contact person listed herein, at least eight (8) days prior to the bid submission deadline, a complete and specific explanation as to what he/she is requiring clarification. SAHA reserves the right to issue a revision to the applicable IFB requirements or may reject the Bidder's request.

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

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

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

**5.2 Tab 2, HUD Forms and Conflict of Interest Questionnaire:** These Forms are attached hereto as Attachment B to this IFB document and must be completed, executed where provided thereon and submitted under this tab.

**5.3 Tab 3, Profile of Firm Form:** The Profile of Firm Form is attached hereto as Attachment C to this IFB document. This two-page Form must be completed, executed and submitted under this tab.

- 5.4 Tab 4, Client Information:** The Bidder shall submit three former or current clients, preferably other than SAHA, for whom the Bidder has performed similar or like services to those being proposed herein. The list shall, at a minimum, include for each reference:
- 5.4.5.1** The client's name;
  - 5.4.5.2** The client's telephone number and address,
  - 5.4.5.3** Description of services provided to the client, and
  - 5.4.5.4** Date of services
- 5.5 Tab 5, Joint Venture/Partnerships:** The Bidder shall identify if this bid is a joint venture or partnership with another entity. Please remember that all information required from the Bidder under the proceeding or subsequent tabs must also be included for any joint venture or partner. One entity must be designated as the primary contact for the joint venture or partnership in the bid. Include a Profile of Firm Form for each entity. If no joint venture or partnership exists or will not be utilized, please provide this statement, "NO JOINT VENTURE/ NO PARTNERS"
- 5.6 Tab 6, Subcontractors:** Bidders must also provide SAHA with the name, contact information to include address, phone number, email address, core area of business, and years of expertise for each subcontractor and supplier and the minority status of each. A Profile of Firm Form must be completed for each subcontractor and included in this Tab. Bidder must realize that the actual usage of the subcontractor will be contingent upon SAHA's prior written approval, and Bidder remains responsible to SAHA for any and all services and goods provided pursuant to this IFB and any resulting contract. If no subcontractors will not be utilized, please provide this statement, "NO SUBCONTRACTORS" "Contractor intends to perform all work detailed in this IFB". (You may also list any applicable subcontracting opportunities you determine may exist.)
- 5.7 Tab 7, Section 3 Business Preference:** Any Bidder claiming a Section 3 Business Preference, shall under this tab include the fully completed and executed Section 3 applicant certification form for low-income employees for whom Bidder is seeking the preference, verification of total number of full-time employees, names and addresses of low-income residents who are Bidders employees. **Note: If you qualify as a Section 3 Business Concern, your bid will receive a preference over other bids as specified in Attachment D.**
- 5.8 Tab 8, Small/Minority/Disadvantaged/Veteran Business Enterprise Utilization Plan:** The Bidder is required to include hereunder a plan to assist SAHA in its responsibility to foster the development of small and historically under-utilized business enterprises by identifying subcontracting opportunities with SWMBE companies. Contractor is required to show a good faith effort to employ SWMBE firms in the execution of this project. **FAILURE TO PROVIDE A S/W/MBE PLAN MAY CAUSE THE RESPONSE TO BE DISQUALIFIED AS NON-RESPONSIVE.**

**5.9 Tab 9, Section 3 Good Faith Effort Compliance Plan:** Bidders are required to complete and submit the SECTION 3 PROGRAM GOOD FAITH EFFORT COMPLIANCE PLAN outlining their efforts to employ qualified Section 3 businesses or persons. The goal as stated in the Good Faith Effort Compliance Plan is thirty percent of new hires for Section 3 persons per contract. The subcontracting goal is ten percent for Section 3 Businesses for construction contracts and three percent for Section 3 Businesses for non-construction contracts. SAHA will provide a listing of qualified Section 3 Businesses upon request. **FAILURE TO PROVIDE THE SECTION 3 PROGRAM GOOD FAITH EFFORT COMPLIANCE PLAN MAY CAUSE THE RESPONSE TO BE DISQUALIFIED AS NON-RESPONSIVE**

**5.10 Tab 10, Financial Viability and Other Information:** Financial ability to provide such services to include copies of most recent financial statements and most recent audit if available. The Bidder may also include hereunder any other general information and copies of any licenses held or required.

**5.11 Bid Submittal Binding Method:** It is preferable and recommended that the Bidder bind the bid submittals in such a manner that SAHA can, if needed, remove the binding (i.e. "comb-type, etc.) or remove the pages from the cover (i.e. 3-ring binder, etc.) to make copies then return the bid submittal to its original condition.

## **6.0 MISTAKE IN BID**

**6.1** After a bid has been opened it may not be changed for the purpose of correcting an error in the pricing. This does not affect the common law right of the bidder to withdraw a bid due to a material mistake in the bid.

**6.2 Irregular Bid Submittal:** A bid shall be considered irregular for any one of the following reasons, any one or more of which may be reason for rejection:

**6.2.1** If the forms furnished by SAHA are not used or are altered or if the bid costs are not submitted as required and where provided.

**6.2.2** If all requested completed attachments do not accompany the bid submittal.

**6.2.3** If there are unauthorized additions, conditional or alternate bids, or irregularities of any kind which may tend to make the bid incomplete, indefinite or ambiguous as to its meaning or give the Bidder submitting the same a competitive advantage over other Bidders.

**6.2.4** If the Bidder adds any provisions reserving the right to accept or reject any award or to enter into a contract pursuant to an award.

**6.2.5** If the individual cost bid items submitted by a specific Bidder are unbalanced in the sense that the listed price of any cost item departs by more than 25% from SAHA's cost estimate for that item.

**6.3 Disqualification of Bidders:** Any one or more of the following shall be considered as sufficient for the disqualification of a prospective Bidder and the rejection of his/her bid:

- 6.3.1** Evidence of collusion among prospective Bidders. Participants in such collusion will receive no recognition as Bidders or Proposer for any future work with SAHA until such participant shall have been reinstated as a qualified Bidder or Proposer. The names of all participants in such collusion shall be reported to HUD and any other inquiring governmental agency.
- 6.3.2** More than one bid for the same work from an individual, firm, or corporation under the same or different name(s).
- 6.3.3** Lack of competency, lack of experience and/or lack of adequate machinery, plant and/or other resources.
- 6.3.4** Unsatisfactory performance record as shown by past work for SAHA or with any other local, state or federal agency, judged from the standpoint of workmanship and progress.
- 6.3.5** Incomplete work, which in the judgment of SAHA, might hinder or prevent prompt completion of additional work, if awarded.
- 6.3.6** Failure to pay or satisfactorily settle all bills due on former contracts still outstanding at the time of letting.
- 6.3.7** Failure to comply with any qualification requirements of SAHA.
- 6.3.8** Failure to list, if required, all subcontractors (if subcontractors are allowed by SAHA) who will be employed by the successful Bidder(s) to complete the work of the proposed contract.
- 6.3.9** As required by the IFB documents, failure of the successful Bidder to be properly licensed by the City, County and/or the State of Texas and/or to be insured by a commercial general liability policy and/or worker's compensation policy and/or business automobile liability policy, if applicable. If a Bidder receives an award unless otherwise waived in the Contract, the Contractor will be required to provide original certificates of the following insurance requirements to SAHA within 10 days of contract signature:
- 6.3.10** Any reason to be determined, in good faith, to be in the best interests of SAHA.

**7.0 Award of Bids(s):** Bidders shall be recommended for award if they are deemed responsive and responsible and provide the "Best Value" to SAHA. SAHA also reserves the right to award on a by property basis. In determining the best value SAHA may consider:

**Continued on Next Page**

- 7.1 The purchase price;
- 7.2 The reputation of the bidder and his goods or services;
- 7.3 The quality of the goods or services;
- 7.4 The extent to which the goods or services meet SAHA's needs;
- 7.5 The total long term cost;
- 7.6 Any relevant criteria listed herein;

**8.0 INSURANCE:** If a Bidder receives an award and unless otherwise waived in the Contract, the Contractor will be required to provide an original Certificate of Insurance confirming the following minimum requirements to SAHA at time of contract signature:

Professional Liability	Required Limits
SAHA and its affiliates must be named as an Additional Insured and be a Certificate Holder. This is required for vendors who render observational services to SAHA such as appraisers, inspectors, attorneys, engineers or consultants.	\$1,000,000 Not Required for this contract
Business Automobile Liability	Required Limits
SAHA and its affiliates must be named as an additional insured and as the certificate holder. This is required for any vendor that will be using their vehicle to do work on SAHA properties.	\$500,000 combined Single limit, per occurrence
Workers Compensation and Employer's Liability	Required Limits
Workers' Compensation coverage is Statutory and has no pre-set limits. Employer's Liability limit is \$500,000. Workers' Compensation is required for any vendor made up of more than two persons. A Waiver of Subrogation in favor of SAHA must be included in the Workers' Compensation policy.  SAHA and its affiliates must be a Certificate Holder.	<b>Statutory</b> Employer's Liability is \$500,000
Commercial General Liability	Required Limits
This is required for any vendor who will be doing hands on work at SAHA properties. SAHA and its affiliates must be named as an Additional Insured and as the Certificate Holder.	\$1,000,000 per accident \$2,000,000 aggregate

**9.0 INVOICING:**

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

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

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

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

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

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

## 10.0 **RIGHT TO PROTEST:**

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

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

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

10.1.3 **Procedure:** Any actual or prospective contractor may protest the solicitation or award of a contract for material violation of SAHA's procurement policy. Any protest against a SAHA solicitation must be received before the due date for receipt of Bids 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.

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

APPEAL OF IFB NO. {Insert IFB # here}  
San Antonio Housing Authority  
Procurement Department  
818 South Flores,  
San Antonio, TX 78204

**11.0 ADDITIONAL CONSIDERATIONS:**

- 11.1 Government Standards:** It is the responsibility of the prospective Bidder to ensure that all items and services proposed conform to all local, state and federal law concerning safety (OSHA) and environmental control (EPA and Bexar County Pollution Regulations) and any other enacted ordinance, code, law or regulation. The successful Bidder shall be responsible for all costs incurred for compliance with any such possible ordinance, code, law or regulation. No time extensions shall be granted or financial consideration given to the successful Bidder for time or monies lost due to violations of any such ordinance, code, law or regulations that may occur.
- 11.2 Work on SAHA Property:** If the successful Bidder's work under the contract involves operations on SAHA premises, the successful Bidder shall take all necessary precautions to prevent the occurrence of any injury to persons or property during the progress of such work and shall immediately return said property to a condition equal to or better than the existing condition prior to the commencement of work at the site at no cost to SAHA.
- 11.3 Estimated Quantities:** Unless otherwise indicated, the quantities shown are estimates only and are used to evaluate the responses and may or may not reflect anticipated purchases. SAHA does not guarantee any minimum purchase quantity.
- 11.4 Official, Agent and Employees of the SAHA Not Personally Liable:** It is agreed by and between the parties hereto that in no event shall any official, officer, employee, or agent of the SAHA in any way be personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this agreement.

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- 11.5 Subcontractors:** Unless otherwise stated within the IFB documents, the successful Bidder may not use any subcontractors to accomplish any portion of the services described within the IFB documents or the contract without the prior written permission of SAHA. Also, any substitution of subcontractors must be approved in writing by SAHA prior to their engagement.
- 11.6 Salaries and Expenses Relating to the Successful Proposers Employees:** Unless otherwise stated within the IFB documents, the successful Bidder shall pay all salaries and expenses of, and all Federal, Social Security taxes, Federal and State Unemployment taxes, and any similar taxes relating to its employees used in the performance of the contract. The successful Bidder further agrees to comply with all Federal, State and local wage and hour laws and all licensing laws applicable to its employees or other personnel furnished under this agreement.
- 11.7 Independent Contractor:** Unless otherwise stated within the IFB documents or the contract, the successful Bidder is an independent contractor. Nothing herein shall create any association, agency, partnership or joint venture between the parties hereto and neither shall have any authority to bind the other in any way.
- 11.8 Severability:** If any provision of this agreement or any portion or provision hereof applicable to any particular situation or circumstance is held invalid, the remainder of this agreement or the remainder of such provision (as the case may be), and the application thereof to other situations or circumstances shall not be affected thereby.
- 11.9 Waiver of Breach:** A waiver of either party of any terms or conditions of this agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations, and agreements contained in this agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, obligation or agreement of either party.
- 11.10 Time of the Essence:** Time is of the essence as to each provision in which a timeframe for performance is provided in this IFB. Failure to meet these timeframes may be considered a material breach, and SAHA may pursue compensatory and/or liquidated damages under the contract.
- 11.11 Limitation of Liability:** In no event shall SAHA be liable to the successful Bidder for any indirect, incidental, consequential or exemplary damages.
- 11.12 Indemnity:** The Contractor shall indemnify and hold harmless SAHA and its officers, agents, representatives, and employees from and against all claims, losses, damages, actions, causes of action and/or expenses resulting from, brought for, or on account of any bodily injury or death of an employee of the Contractor, its agent, or its subcontractor of any tier received or sustained by any persons or property growing out of, occurring, or attributable to any work performed under or related to this Agreement, resulting in whole or in part from the negligent acts or omissions of the Contractor, any subcontractor, or any

employee, agent or representative of the Contractor or any subcontractor, AND **REGARDLESS OF WHETHER CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF SAHA. CONTRACTOR ACKNOWLEDGES AND AGREES THAT THIS INDEMNITY CONTROLS OVER ALL OTHER PROVISIONS IN THE AGREEMENT, SURVIVES TERMINATION OF THIS AGREEMENT, AND APPLIES TO CLAIMS AND LIABILITY ARISING OUT OF THE SOLE OR CONCURRENT NEGLIGENCE OF SAHA.**

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

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

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

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

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

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

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

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

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

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

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

**11.15 Examination and Retention of Contractor's Records:** SAHA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three years after final payment under all contracts executed as a result of this IFB, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audits, examinations, excerpts and transcriptions.

**11.16 Inter-local Participation**

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

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

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

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

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**11.17 Right to data and Patent Rights:** In addition to other ownership & use rights SAHA shall have exclusive ownership of all, proprietary interest in, and the right to full and exclusive possession of all information, materials, documents, software, and all electronic data discovered or produced by Contractor and/or subcontractor(s) pursuant to the terms of any resulting contract, including but not limited to, reports, memoranda or letters concerning the research and reporting tasks of any resulting contract. Both parties agree to comply with HUD Bulletin 909-23, which is the Notice of Assistance Regarding Patent and Copyright Infringement.

**11.18 Lobbying Certification:** By proposing to do business with SAHA or by doing business with SAHA, each Bidder certifies the following:

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

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

**11.18.3** The successful Bidder shall require that the language of this certification be included in the award documents for all sub-awards at all tiers, (including but not limited to subcontractors, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

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

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

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

**11.22 Conflicting Conditions:** In the event there is a conflict between the documents comprising this IFB and any resulting contracts, the following order of precedence shall govern: (1) the more restrictive terms of either: any and all attached HUD forms and the term/conditions in the body of any resulting contract; (2) the IFB; and (3) Contractor's Response. In the event that a conflict exists between any state statute or federal law the most restrictive terms shall apply.

**11.23 Contract Form:** SAHA will not execute a contract on the successful Bidder's form. Contracts will only be executed on SAHA's form. By submitting a bid, the successful Bidder agrees to this condition. However, SAHA will consider any contract clauses that the Bidder wishes to include therein, but the failure of SAHA to include such clauses does not give the successful Bidder the right to refuse to execute SAHA's contract form. It is the responsibility of each prospective Bidder to notify SAHA, in writing, with the bid submittal of any contract clauses that he/she is not willing to include in the final executed contract. SAHA will consider such clauses and determine whether or not to amend the Contract.

**11.24 Force Majeure:** Neither SAHA nor Contractor shall be held responsible for delays or default caused by fire, flood, riot, acts of God or war where such cause was beyond, respectively, SAHA or Contractor's reasonable control. Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

**11.25 Non-Boycott of Israel (HB 89):** Effective 9-1-17: prohibits a governmental entity from doing business with any vendor for goods or services unless that vendor verifies in the contract that "they i) do not boycott Israel and ii) will not boycott Israel during the term of the contract".

**11.26 Tx. Govt. Code 2252.152:** Prohibits a government entity from awarding a contract to a company identified as Iran, Sudan, or a Foreign Terrorist Organization as identified on a list maintained by the Texas Comptroller of Public Accounts.

# **ATTACHMENT A**

## **Specifications & Scope of Work**

### Scope of Work

- A. The vendor shall provide automated pool water maintenance system to maintain good water quality, water clarity (drain of pool is clearly visible), be in compliance with the constant chlorine and pH residuals required by Federal, State, and Local Health codes, and to have a professional available for problems or questions. Vendor is responsible for providing proper housing (ex. sheds, small enclosures) for the pool maintenance systems if current space is not viable.
- B. SAHA will not purchase the chemical dispersing units. The vendor is to provide the units, chemicals and all maintenance for keeping the PH balance and chemical integrity of the pools in accordance with City/Health Department codes.
- C. The vendor shall monitor and keep all necessary chemicals in automated systems at reasonable levels and in stock for all listed sites.
- D. The vendor shall be responsible for ensuring the water quality of pools is maintained in compliance with City/Health Department codes in the event the controller is not in service and needs repairs/replacement, for any duration longer than 24 hours to re-establish the controller.
- E. The vendor shall be responsible for Modernization/Upgrades to meet City/Health Department codes and on-call repairs and emergency services on the swimming pool water quality systems & supplies at the locations as set forth in exhibit F attached hereto and made a part hereof. Vendor shall inform SAHA of any needed repairs to keep in compliance of City/Health Department codes and code changes as they apply; including but not limited to inspections, adjustments, testing and replacement of parts, supplies and related equipment covered under this contract and the preparation/ furnishing of certifications and reports as required.
- F. The security and protection of all materials, tools and equipment stored at any work location are the sole responsibility of the contractor.
- G. Intent of these general conditions and specifications are to ensure testing, inspection, preventative maintenance, Modernization to meet City/Health Department codes, and emergency services are complete in every aspect. Details of requirements and services not explicitly stated in these specifications but are considered industry standard are deemed to be understood by the contractor and included herein. Furnish all material and equipment usually furnished with such service, in accordance with Industry Standards.

#### **Water Maintenance Controller:**

Vendor shall furnish and install an integrated electronic system (Controller) to continually monitor and control the pH level and chlorine concentration of swimming pool water. Vendor shall provide the model # of Chlorinator to be furnished and installed.

- A. The Controller shall provide qualitative analysis and control of chlorine and pH.
- B. Contractor shall program the Controller for either standard on/off control or time based proportional control mode.
- C. The Controller shall achieve proportional feed by automatically varying chlorine release, within a time base.
- D. The Controller shall be equipped with an internal "feed duration alarm" circuit that shall disable the appropriate chemical feeder(s) and energize an alarm circuit in the event of:
  - a) electrode failure, b) chemical feeder malfunction, c) depletion of chemical supply.

- E. The Controller shall have visual pH and chlorine feed indicator lights, which are activated when feed event relay is energized.
- F. The Controller shall be equipped with a no flow alarm system that will disable feed when a low or no flow situation exists.
- G. The Controller shall have visual high and low pH alarms.
- H. The Controller must have a pH alert that disables feed should the pH fall outside of proper parameters.
- I. The high chlorine alarm shall disable chlorine feed.
- J. The chemical feed event indicator lights, feed fail-safe, and all alarm lights shall be Light Emitting Diodes (LED's).
- K. The Controller shall be in a non-metallic enclosure or other non-corrosive enclosure.
- L. The Controller shall include a flow cell assembly.
- M. The flow cell assembly shall incorporate a flow switch, pressure switch or equal, which shall indicate the loss of flow through the re-circulation systems.
- N. The flow cell assembly shall incorporate valves for isolating all assembly components and a valve for a water test sample. Sample must reflect general pool water condition.
- O. Each electrode shall contain not less than 50 milliliters of electrolyte gel to extend electrode life.
- P. The gel used in each electrode shall be inorganic to prevent degradation.
- Q. Each electrode shall use a porous Teflon liquid to minimize the chance of liquid junction clogging and prolong electrode life.
- R. The body of the electrode shall be injection molded plastic, and coded for easy identification.

**Hours of Work:**

- A. All work, except that which is deemed disruptive to the normal operation of the development, shall be conducted during normal business hours (Monday – Friday, 8:00 am – 5:00 pm). Alternate agreements for disruptive work shall be scheduled through the Property Manager, or Maintenance Supervisor. No work shall be performed unless such is authorized by The San Antonio Housing Authority or its authorized representative. Further, notification must be given to the Property Manager, or Maintenance Supervisor before the close of the business day prior to the day work is to be scheduled.

**Emergency Work:**

- A. Although the intent is to schedule work during normal business hours, any condition deemed by The San Antonio Housing Authority Property Manager, or Maintenance Supervisor to be an emergency shall be responded to by the vendor as follows:
  - 1. The vendor shall furnish emergency telephone numbers to The San Antonio Housing Authority's Property Manager, or Maintenance Supervisor that will provide direct access to the vendor's staff responsible for emergency dispatch of service technicians. The telephone numbers shall provide The San Antonio Housing Authority and its representatives with 24 hours / 7 days per week access to the vendor.

2. The vendor shall be capable of responding to on-call and emergency calls via telephone and/ or fax within 1 hour (normal working hours) and 2 hours (after hours, weekends, and holidays) of receipt of the call. If the vendor cannot meet these requirements, Property Manager and/or the Contract Administrator have the right to purchase elsewhere to meet the agencies requirements.

**Routine Repair Response:**

- A. Vendor shall provide a response to SAHA within four (4) hours of initial call or e-mail request. On-site response (physical presence) shall be within twenty-four (24) hours. Repairs shall be completed within two (2) working days of initial notification. Unless an otherwise date and time for repair has been agreed upon by the property management or representative. Vendor is responsible for keeping water quality integrity in accordance with City/Health Department Codes during time unit is under repair.

**Record Keeping, Certifications, and Invoicing:**

- A. The San Antonio Housing Authority and its representatives require the vendor to keep accurate timesheets for all employees assigned to perform any project, task or assignment pursuant to this contract. Hourly rates submitted during bid process should include amounts to cover all associated costs including but not limited to travel and fuel charges. Vendors will only be allowed to invoice for TIME SPENT ON SITE and so noted on a service ticket.
- B. The San Antonio Housing Authority and its representatives require the vendor to keep accurate listing of supplies and materials used in the performance of any project, task or assignment pursuant to this contract.
- C. A work order issued to or produced by the vendor for a project, task or assignment will be noted as "complete" along with such date of completion a copy will be returned to the Maintenance Services Department of the property as part of the invoice documentation.
- D. Invoices shall be submitted, as provided for herein, with the Purchase Order Number or Contract Number, Work Order Number, date of service, and location(s) of the development(s) where work was performed clearly identified.
- E. Upon arriving at any development or facility said vendor will record arrival, and departure time on a service ticket. Both arrival and departure times will be verified and signed for by an authorized representative of said development or facility. This service ticket will be attached to the invoice as set forth.
- F. At a minimum, the invoice must contain the following information:
  1. A complete description of the work or service that was performed.
  2. A clear summary with extensions of labor hours and costs.
  3. A clear summary with extensions of materials used, and costs.
  4. A total and, the service ticket/work order signed on-site by SAHA representative must be attached to the invoice with the following information:
    - a. Name of Property
    - b. Showing hours on site
    - c. Services rendered
    - d. All material delivery receipts (as it applies)
    - e. Name of employee/technician that was on property

- G. If the above required information and backup documentation does not accompany an invoice, this department reserves the right to hold said invoice until said documentation is furnished by the vendor.
- H. Should a project, task, or assignment be performed by the vendor that is not initiated by Property Mgmt. Staff (manager or supervisor), the vendors invoice will not, under any circumstances (except for a bona fide emergency), be approved for payment.
- I. Should the vendor receive a call from any individual other than the individuals listed above, the vendor shall instruct the caller to contact the Property manager to provide details of the repair or service need.
- J. All service personnel working on the pool shall be certified by TDSHS (Texas Department of State Health Services) Swimming Pool Division.
- K. A completed service report shall be left in the Property Managers office for each service rendered.
- L. Notify the Property Manager or Maintenance Supervisor immediately of equipment failure or damage to the property. Ensure all pool pump facilities are adequately secured upon departure.
- M. Properly discard all trash and waste off site. Property dumpsters and waste receptacles are not to be used for discarded trash and waste.
- N. The Vendor shall be certified with the Texas Department of State Health Services and compliant to 25 TAC, Chapter 265, Subchapter L, Standards for Swimming Pools and Spas and be qualified to:
  - 1. Repair or completely renovate the pool water quality system bid in this solicitation.
  - 2. Repair chemical feeder.
  - 3. Properly calibrate and maintain standard chemical monitor.

**Note:** The Vendor may elect to perform work after standard working hours and incur any additional expense; the Vendor may perform work when authorized by the designated representative of the Property where the pool is located.

**Execution of Work:**

The Vendor shall take all necessary precautions to protect the building's adjoining surfaces and equipment from damage incurred during operations.

For each emergency visit to the job site, the Vendor shall email/fax a copy of the work order with an update on the disposition of job, i.e., description of work completed, parts on order (include time frame for delivery of parts, date of return to job site, and estimated date for completion of work).

All furnishings and equipment shall be placed back in the original locations. All spaces must be cleaned and left in an acceptable condition.

All work shall conform to all existing governing authorities Codes and Regulations. The work must be accomplished with professional methods and standards of the trade.

The Vendor shall be responsible for the provision of adequate and proper safety precautions for both the workmen and all persons in or around the work area.

The Vendor assumes full responsibility for completion of the services stipulated for pool maintenance services.

SAHA and Affiliates reserves the right to question any job when the hours performed by the Vendor seem excessive for the work completed.

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

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

# Instructions to Offerors Non-Construction

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



- 03291 -

## 1. Preparation of Offers

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

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

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

## 2. Submission of Offers

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

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

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

## 3. Amendments to Solicitations

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

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

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

## 4. Explanation to Prospective Offerors

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

## 5. Responsibility of Prospective Contractor

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

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

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

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

## 6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

#### **7. Contract Award**

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

(b) The HA may

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

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

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

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

#### **8. Service of Protest**

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

#### **9. Offer Submission**

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

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

[Describe bid or proposal preparation instructions here:]

# General Conditions for Non-Construction Contracts

## Section I – (With or without Maintenance Work)

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

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 3/31/2020)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

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

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$105,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) **greater than \$2,000 but not more than \$150,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$150,000 – use Sections I and II.**

### Section I - Clauses for All Non-Construction Contracts greater than \$150,000

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

#### 8. Contract Termination; Debarment

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

#### 9. Assignment of Contract

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

#### 10. Certificate and Release

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

#### 11. Organizational Conflicts of Interest

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

#### 12. Inspection and Acceptance

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

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

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

### 13. Interest of Members of Congress

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

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

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

### 15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

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

(ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a

person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

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## 16. Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the

Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

## 17. Dissemination or Disclosure of Information

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

## 18. Contractor's Status

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

## 19. Other Contractors

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

## 20. Liens

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

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

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of

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apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

## **22. Procurement of Recovered Materials**

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

# General Conditions for Non-Construction Contracts

## Section II – (With Maintenance Work)

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

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 3/31/2020)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

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

- 1) Non-construction contracts (*without* maintenance) greater than \$100,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 905.200) greater than \$2,000 but not more than \$100,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$100,000 – use Sections I and II.

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

#### 1. Minimum Wages

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

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

#### 2. Withholding of funds

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

#### 3. Records

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

#### 4. Apprentices and Trainees

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

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

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

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

## 5. Disputes concerning labor standards

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

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

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

## 6. Contract Work Hours and Safety Standards Act

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

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

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

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

## **7. Subcontracts**

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

## **8. Non-Federal Prevailing Wage Rates**

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

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

## FORM CIQ

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

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

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

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

### OFFICE USE ONLY

Date Received

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

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

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

\_\_\_\_\_  
Name of Officer

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

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

Yes       No

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

Yes       No

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

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

**7**

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

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

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

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

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

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

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(2) the vendor:

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

(2) the date the vendor becomes aware:

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

# CERTIFICATE OF INTERESTED PARTIES

# FORM 1295

## OFFICE USE ONLY

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

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

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

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

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
DO NOT FILL OUT TILL AFTER AWAREDED			

**5 Check only if there is NO Interested Party.**

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

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

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

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

**ADD ADDITIONAL PAGES AS NECESSARY**

# DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB

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

0348-0046

(See reverse for public burden disclosure.)

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

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

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

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

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

# Certification of Payments to Influence Federal Transactions

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

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

Applicant Name

Program/Activity Receiving Federal Grant Funding

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

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

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

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

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

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

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

Name of Authorized Official

Title

Signature

Date (mm/dd/yyyy)

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

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

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

(2) Legal Name of Firm: \_\_\_\_\_ Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
 dba if applicable: \_\_\_\_\_

(3) Street Address, City, State, Zip: \_\_\_\_\_

(4) Identify Principals/Partners in Firm

NAME	TITLE	% OF OWNERSHIP

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

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

(6) Bidder'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 in the firm.}

- African American \_\_\_\_\_%  
  Native American \_\_\_\_\_%  
  Hispanic American \_\_\_\_\_%  
  Asian/Pacific American \_\_\_\_\_%  
  Hasidic Jew \_\_\_\_\_%  
  Asian/Indian American \_\_\_\_\_%

- Woman-Owned (MBE) \_\_\_\_\_%  
  Woman-Owned (Caucasian) \_\_\_\_\_%  
  Disabled Veteran \_\_\_\_\_%  
  Caucasian American (Male) \_\_\_\_\_%  
  Other (Specify): \_\_\_\_\_%

(7) 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: \_\_\_\_\_

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

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

(8) Federal Tax ID Number: \_\_\_\_\_

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

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

<b>PROFILE OF FIRM FORM (Page 2 of 2)</b>
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(11) Has your firm or any member of your firm been a party to litigation with a public entity? If yes, when, with whom and state the circumstances and any resolution.

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

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

(14) Debarred Statement: Has this firm, or any principal(s) ever been debarred from providing any services by the Federal Government, any state government, the State of Texas, or any local government agency within or without the State of Texas? Yes  No

Initials \_\_\_\_\_

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

(15) Disclosure Statement: Does this firm or any principals thereof conduct business with any country or organizations listed as a Designated Foreign Terrorist Organization on the list maintained by the Texas Comptroller of Public Accounts. Yes  No

Initials \_\_\_\_\_

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

Initials \_\_\_\_\_

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

Initials \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Company

## Company Biography

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

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

Field Office Locations: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

Previous Housing Authority Experience: YES NO

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

\_\_\_\_\_

\_\_\_\_\_

## Proposed Subcontractors

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

Proposed Subcontractors					
Item	Company Name	Address	Phone	Specialty	S/W/M/V BE
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					

  

<p>I understand and agree that if awarded a contract as a result of this solicitation that the use of the above subcontractors is subject to the approval of SAHA and becomes a part of the contract. I further understand that any change in subcontractors also requires the pre-approval of SAHA.</p>	<p>_____</p> <p>(Signature)</p> <p>_____</p> <p>(Printed Name &amp; Title)</p> <p>_____</p> <p>(Company Name)</p>
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## **ATTACHMENT D**

### **Section 3 Guidelines and Forms**

## SAN ANTONIO HOUSING AUTHORITY

### SECTION 3 PROGRAM

#### CONTRACTOR COMPLIANCE GUIDE

##### *BACKGROUND*

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

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

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

##### *SECTION 3 GUIDANCE*

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

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

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

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

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

*Training/Employment*

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

*Contracting Opportunities*

- a) Category 1: Business Concerns that are 51 percent or more owned by residents of the housing development or developments for which the Section 3 covered assistance is expended, or whose full-time permanent workforce includes 30 percent of those persons as employees.
- b) Category 2: Business Concerns that are 51 percent or more owned by residents of other housing developments or developments managed by the housing authority that is expending the Section 3 covered assistance, or whose full-time permanent workforce includes 30 percent of those persons as employees.
- c) Category 3: HUD Youthbuild programs being carried out in the metropolitan area (or non-metropolitan county) in which the Section 3 covered assistance is expended.
- d) Category 4: Business concerns that are 51 percent or more owned by Section 3 residents or whose permanent, full-time workforce includes no less than 30 percent Section 3 residents, or that subcontract in excess of 25 percent of the total amount of subcontracts to Category 1 or 2 business concerns identified above.

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

**Solicitations Under \$50,000**

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

**Solicitations Greater than \$50,000**

On Requests for Proposals the following incentives will be instituted:

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

On Invitations for Bids the following preference will be instituted:

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

x=lesser of:
<p>When the lowest responsive bid is less than \$100,000 10% of that bid or \$9,000.</p>
<p>When the lowest responsive bid is:</p> <p>At least \$100,000, but less than \$200,000 9% of that bid, or \$16,000.</p> <p>At least \$200,000, but less than \$300,000 8% of that bid, or \$21,000.</p> <p>At least \$300,000, but less than \$400,000 7% of that bid, or \$24,000.</p>

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

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

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

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

## INTERIM PRIME CONTRACTOR COMPLIANCE REQUIREMENTS

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

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

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

# SAN ANTONIO HOUSING AUTHORITY SECTION 3 PROGRAM UTILIZATION PLAN

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## INSTRUCTION SHEET

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

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

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

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

Optional:

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

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

## SECTION 3 PROGRAM UTILIZATION PLAN

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

### SECTION A – BIDDER/PROPOSER INFORMATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Subcontractor/Supplier Listing**

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

*(Make Additional Copies as Necessary)*

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

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

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

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

**SECTION E – GOOD FAITH EFFORTS**

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

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

**SECTION F: SECTION 3 UTILIZATION PLAN CERTIFICATION**

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

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

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

NAME AND TITLE OF AUTHORIZED OFFICIAL:

\_\_\_\_\_

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



## San Antonio Housing Authority Section 3 Individual New Hire Verification Form

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

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

**INCOME DISCLOSURE (CHECK ONE OPTION BELOW)**

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

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

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

**FY 2018 80% Area Median Income Limits (by Household Size)**

Number of persons in household	1	2	3	4	5	6	7	8
80% of Area Median Income (FY 2018 HUD Income Limits)	\$37,450	\$42,800	\$48,150	\$53,450	\$57,750	\$62,050	\$66,300	\$70,600

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

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

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

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

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

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

**CERTIFICATION**

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

Signature \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

Charles Bode  
818 S Flores  
Asst. Director of Procurement  
charles\_bode@saha.org  
210-477-6165

*FOR SAHA PROCUREMENT DEPARTMENT USE ONLY*

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

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

Signature of SAHA Official: \_\_\_\_\_

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

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

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

SECTION A: PROJECT IDENTIFICATION

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

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

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

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

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

SECTION B: SUBCONTRACTOR/SUB CONSULTANT/VENDOR UTILIZATION

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

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

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

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

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

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

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

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

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

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

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

**SECTION C: GOOD FAITH EFFORT**

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

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

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

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

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

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

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

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

**ATTACHMENT F  
Form of Bid  
Bid Fee Sheet  
Bidder's Certification**

**FORM OF BID**

(This Form must be fully completed and placed under Tab #1 of the bid submittal.)

**INSTRUCTIONS:** The items listed below must be completed and included in the bid unless otherwise specifically noted. Please complete this form by marking X, where provided, to indicate that the referenced information has been included. Also, complete the Section 3 Statement and the Bidder’s Statement noted on the subsequent page:

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

**SECTION 3 STATEMENT**

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

- \_\_\_\_\_ Category I – 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

### Bid Fee Sheet

The undersigned proposer hereby states that by completing and submitting this Form and all other documents within this submittal, he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and that if SAHA discovers that any information entered herein to be false, that shall entitle SAHA to not consider or make award or to cancel any award with the undersigned party. Further, by completing and submitting the submittal, and by entering the costs where provided, the undersigned is thereby agreeing to abide by all terms and conditions pertaining to this IFB as issued by SAHA, in hard copy. Pursuant to all IFB Documents, all attachments, and all completed Documents submitted by proposer, including these forms, addendums, and all attachments, the undersigned proposes to supply SAHA with the services described herein for the fee(s) entered within the areas provided.

**1.0 Fees:**

The San Antonio Housing Authority's interpretation of the general conditions and specifications shall be final and binding upon the contractor. It shall be mutually agreed that the contractor has included all amounts needed to perform the work and that the contractor will be responsible for the satisfactory functioning of all swimming pool equipment and systems without extra compensation. SAHA reserves the right to add or delete properties from the contract.

**A bid of "0" (zero) will be interpreted by SAHA as a no-charge (free) item and SAHA will not expect to pay for that item. A bid of "no bid" will be interpreted by SAHA that the proposer does not wish to bid on that item.**

<b>Automated Pool Maintenance System – Section 1</b>					
Proposer must be able to establish and provide automated pool water maintenance system in accordance with the period of time indicated below. The prices for this routine and preventative maintenance shall include all labor, transportation, and material costs (lubrication, cleaning, equipment parts, etc.).					
Item No.	Location	Size of Pool	Number of Pools	April - October Monthly Fee	November - March Monthly Fee
1	Bella Claire, 2816 Nacogdoches San Antonio, Texas 78217	Pool 1 (35'x25'x6')	1	\$	\$
2	Villa de Valencia, 13656 O'Connor Rd, San Antonio, Texas 78233	Pool 1 (35'x20'x3-5')	1	\$	\$
3	Homestead Apts 5800 Medina Base Rd San Antonio, TX 78242	Pool 1 (47' x 44' x 6')	1	\$	\$
4	La Providencia 2525 Castroville Rd, San Antonio, TX 78208	Pool 1 (31' x 20.4 x 5')	1	\$	\$
5	Castle Point Apts 5320 Blanco Rd., San Antonio, TX 78216	Pool 1 (31' x 20.4 x 5')	1	\$	\$
6	Converse Ranch 8355 Crestway Dr., San Antonio, TX	Pool 1 (48' x 24' x 5')	1	\$	\$
7	Crown Meadows 7700 Ingram Rd., San Antonio, Texas 78251	Pool 1 (38' x 33' x 5')	1	\$	\$

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

**2.0 Additional Information:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Addenda Acknowledgements**

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

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

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

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

**Bidder's Certification**

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

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

SIGNED: \_\_\_\_\_

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Company Name)

\_\_\_\_\_  
(Company Phone)

\_\_\_\_\_  
(Fax)

\_\_\_\_\_  
(Email Address)

\_\_\_\_\_  
(Date)