



PORT ARTHUR HOUSING AUTHORITY

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Solicitation/Contract: RFP NO. 25002, Property Management Services

www.pahousing.org/procurement

RFP NO. 25002

PROPERTY MANAGEMENT SERVICES

SUBMISSION DATE: THURSDAY, APRIL 3, 2025

3:00 P.M. CST

PREPARED BY:

**City of Port Arthur Housing Authority
Procurement Office
920 DeQueen Boulevard
Port Arthur, Texas 77643**

TABLE OF CONTENTS

DESCRIPTION	PAGE
THE AGENCY'S RESERVATION OF RIGHTS	2
1. INTRODUCTION	3
2. RFP INFORMATION AT A GLANCE	4
3. SCOPE OF WORK	5
4. DELIVERABLES	7
5. QUALIFICATIONS AND EXPERIENCE	7
6. WORK LOCATION	8
7. PROPOSAL EVALUATION CRITERIA	8
8. PROPOSAL SUBMISSION INSTRUCTIONS	9
9. PROPOSAL FORMAT	9
- PRICING ITEMS	12
10. SUBMISSION RESPONSIBILITIES	16
11. PROPOSER'S RESPONSIBILITIES	16
- CONTACT WITH AGENCY	
12. PROPOSER'S RESPONSIBILITIES	17
- EQUAL EMPLOYMENT OPPORTUNITY AND SUPPLIER DIVERSITY	
13. RECAP OF ATTACHMENTS	19
14. CONTRACT AWARD	20
INDEX OF TABLES	22
APPENDIX A: SCOPE OF WORK SPECIFICATIONS	23
ATTACHMENTS	36

THE AGENCY'S RESERVATION OF RIGHTS.

The Agency reserves the right to:

1. **Right to Reject, Waive, or Terminate the RFP.** Reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed by the Agency to be in its best interests.
2. **Right to Not Award.** Not award a contract pursuant to this RFP.
3. **Right to Terminate.** Terminate a contract awarded as result of this RFP, at any time for its convenience upon 10 days written notice to the proposer(s).
4. **Right to Determine Time and Location.** Determine the days, hours, and locations that the successful proposer(s) shall provide the services called for in this RFP.
5. **Right to Retain Proposals.** Retain all proposals submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving proposals without the written consent of the Agency Contracting Officer (CO).
6. **Right to Negotiate.** Negotiate the proposed fees.
7. **Right to Reject Any Proposal.** Reject and not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services.
8. **No Obligation to Compensate.** Have no obligation to compensate any proposer for any costs incurred in responding to this RFP.
9. **Right to Prohibit.** At any time during the RFP or contract process to prohibit any further participation by a proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein.
10. **Right to Reject - Obtaining Competitive Solicitation Documents.** The Agency website (www.pahousing.org) and Procurement Staff are the only official and appropriate venue to obtain the competitive solicitation documents (and any other information pertaining to the competitive solicitation such as addenda). Accordingly, by submitting a response to this competitive solicitation the respondent thereby affirms that they have obtained all information available on the noted website. The Agency may reject without consideration any response submitted from a firm that has not obtained the documents from the noted website or Procurement Staff.

Request for Proposals (RFP) No. 25002, Property Management Services

1. Introduction and Background

The Housing Authority of the City of Port Arthur (“the Agency”) is a public entity established in 1949 to provide federally subsidized housing and housing assistance to low-income families and individuals in Port Arthur, Texas. The Agency is governed by a five-person board of commissioners appointed by the City of Port Arthur. The Agency is a separate entity from the city government.

The Agency currently owns, manages, and/or is partnership for 11 developments totaling 1370 units of Mixed Finance Housing and administers approximately 3000 Section 8 Housing Choice Vouchers.

The Agency is seeking on call property management services for various sites in its asset portfolio.

The Agency is now soliciting competitive proposals from Property Management firms qualified by substantial experience in the management of low-income multifamily housing, housing tax credit, PBRA, RAD and PBV compliance to provide on call residential management. Proposers must also be experienced with investor and regulatory agency reporting and related functions for various Agency properties. Proposers should have the capacity to mobilize within 60 days of the contract execution. All proposals submitted in response to this solicitation must meet all the requirements and specifications outlined within this document and any designated attachments in its entirety.

This RFP will cover any current asset in the Agency’s portfolio as the need arises.

2. RFP Information at A Glance

Agency Contact: Yolanda Wiltz, Procurement Officer

- Phone: (409)984-2660
- Email: yolanda.wiltz@pahousing.org

How to Access RFP Documents:

1. Access www.pahousing.org.
2. Click on “Procurement” header.
3. Click on link for specific solicitation
4. If you have any problems accessing the RFP documents, please contact Procurement at procurement@pahousing.org.

Preproposal Conference: NO CONFERENCE HAS BEEN SCHEDULED.

SITE VISITS AVAILABLE UPON REQUEST

Question Submittal Deadline: Monday, March 31, 2025 at 5:00 PM CST

How to FULLY respond to this RFP by submitting a proposal submittal:

1. Submit proposed pricing in a sealed envelope marked PRICING and separate from proposal submittal.
2. Submit 4 copies of your “hard copy” proposal (one must be marked ORIGINAL).

Proposal Submittal Return and Deadline: Thursday, April 3, 2025 at 3:00 PM CST

This RFP will cover any current asset in the Agency’s portfolio as the need arises.

3. SCOPE OF WORK

The Agency is seeking on call property management services for various sites in its asset portfolio.

This RFP will cover any current asset in the Agency's portfolio as the need arises.

Specific Development

The Agency is seeking proposals on behalf of itself and the Owner from qualified entities to provide the professional property management services. The selected contractor will be responsible for:

O.W. Collins Apartments, L.P. ("the Owner") is a private entity that owns the O.W. Collins elderly development located in Port Arthur, Texas. Port Arthur Housing Opportunity Corporation, an affiliate of the Housing Authority of the City of Port Arthur, is the sole member of the Owner.

O.W. Collins is a 200-unit affordable, five-story apartment building designated for seniors at least 50 years of age, located at 4440 Gulfway Drive, in Port Arthur, Texas. The development consists of 95 efficiency apartments, 100 one-bedroom apartments, and 5 two-bedroom apartments. All units are Section 8 Project-Based Rental Assistance units.

The Texas Department of Housing and Community Affairs (TDHCA) awarded an allocation of low-income housing tax credits pursuant to Section 42 of the Internal Revenue Code of 1986, as amended and in accordance with the State of Texas's Qualified Allocation Plan or 2004. The property is subject to a Declaration of Land Use Restrictive Covenants/Land Use Restriction Agreement for Low-Income Housing Credits dated June 1, 2007 and filed on public record with the Jefferson County Clerk's Office on November 8, 2007.

OW COLLINS includes a community room with management offices, computer lab, onsite parking, and landscaped grounds with gazebos.

Specific Services

The services that the successful proposer (the "Contractor") will provide include, but are not limited to:

- **Major Responsibilities**

The Contractor will offer for rent and will use its best efforts to rent the housing units in the Development. Responsibilities include, but are not limited to:

- A. A. Advertise vacancies at the Development according to the Affirmative Fair Housing Marketing Plan
- B. B. In cooperation with the Owner, develop all necessary forms, including pre-applications
- C. C. Establish community, tenant selection, and rent collection policies in compliance with regulatory requirements
- D. D. Assist prospective tenants with pre-applications

- E. E. Maintain separate waiting lists by program type and according to program requirements
- F. F. Show the applicants rental units at the Development
- G. G. Assist applicants with rental applications
- H. H. Process applications, conduct interviews, background checks, and verify employment and income
- I. I. Qualify applicants for rental units
- J. J. Notify applicants of application status
- K. K. Execute, administer, and enforce leases and occupancy guidelines
- L. L. Maintain all tenant files in an orderly manner
- M. M. Collect all rents pursuant to lease agreements and in compliance with local laws
- N. N. Input collected rents into the designated Owner software system
- O. O. Deposit rents collected into designated bank accounts
- P. P. Disburse security deposits by entering requests into the designated software system
- Q. Q. Inspect rental units prior to move-in and upon move-out for each tenant; prepare and deliver work order logs to the Owner on a monthly basis
- R. R. Update the Affirmative Fair Housing Marketing Plan with HUD, as needed
- S. S. Recertify all tenants annually at least 120 days before their anniversary date or as required by regulations
- T. T. Establish a rent schedule compliant with the applicable housing programs

- **Financial Responsibilities**

The Contractor shall collect all rents and other receivables on behalf of the Owner, ensuring proper deposit into designated accounts and maintaining accurate records.

- **Compliance and Tenant Relations**

The Contractor shall take all reasonable actions to ensure tenant compliance with lease terms, provide counseling on violations, and make referrals to community agencies as needed.

- **Tenancy Termination**

The Contractor may lawfully terminate tenancies when necessary, informing the Owner in writing on a monthly basis.

- **Maintenance and Repairs**

The Contractor shall maintain the Development in a decent, safe, and sanitary condition, including implementing a preventative maintenance program and obtaining necessary approvals for major expenditures.

- **General Responsibilities**

The Contractor shall:

- A. Arrange for utilities and essential services
- B. Maintain professional and trained staff
- C. Provide oversight and supervision of personnel
- D. Ensure workplace safety and compliance with fair housing laws
- E. Conduct criminal history checks and drug screenings on employees

- F. Provide financial reporting and budget recommendations
- G. Maintain secure custody of resident files and property
- H. Develop and implement security and tenant retention plans
- I. Cooperate with auditors and regulatory agencies

- **Management Transition Plan**

The Owner intends to participate in property management and transition management responsibilities within three years, subject to investor approval. The Contractor shall develop a structured transition plan that includes training opportunities, hiring collaboration, and operational guidance.

- **Confidentiality**

The successful proposer agrees that any information provided by the Owner is confidential and may not be released without written consent.

4. Scope of Work Specifications

- The successful proposer will provide management services to various Agency properties. The provision of the services is outlined in Appendix A of this RFP.

5. Qualifications and Experience

- The Contractor must be experienced in PBRA compliance and Low-income Housing Tax Credits for this development. Additionally, the Contractor must be experienced in Low-Income Housing Tax Credit compliance, Project-Based Section 8 Voucher compliance, and compliance with the laws and regulations governing the RAD program. The Contractor shall be subject to the approval of the Owner, General Partner, and Investor Limited Partner, as well as all interested third-party oversight agencies. The Contractor must comply with all applicable federal, state, and local laws, rules, regulations, and ordinances when performing work under this RFP and any resulting contract.

Proposal should list specific qualifications, experience, and skills to demonstrate competencies of the grant writing and management.

The ideal proposal should demonstrate:

- Minimum of 5 years of experience property management services.
- Proven track record of managing multifamily and/or age restricted properties.
- Strong understanding of the government sector and procurement requirements of federally and state funded properties, i.e., HUD, LIHTC, CDBG, GLO, etc.
- Excellent writing, communication, and budget management skills.
- Ability to work collaboratively with internal teams.

6. Work Location

The nature of the work requires it to be performed by full-time staff onsite at the managed property. Some work can be performed remotely that does not impact daily operations such as accounting, compliance, and other professional oversight from the managing firm to their onsite staff. There may also be a need for periodic travel to the Agency's offices and other worksites in Port Arthur, TX.

7. Proposal Evaluation Criteria

- Proposals will be reviewed for responsiveness by the contracting officer
- A committee will evaluate all proposals found to be responsive for understanding of the requirements, appropriateness of proposed services, personnel capabilities, experience and past performance, clarity, and professionalism.
- Cost is an objective factor to be evaluated by the Procurement Staff, separate from the submitted proposals deemed to be within the Competitive Range.
- Committee scores and Procurement scores for each evaluation will be combined for scoring and ranking.
- The proposals may be required to participate in a “Best and Final” negotiation phase to determine final ranking, if the Agency deems it necessary.
- Once the evaluation is performed to the satisfaction of the Executive Director it may be forwarded to the Board of Commissioners for approval.
 - **Example:** Proposals will be evaluated based on:
 - Demonstrated experience in grant writing and management.
 - Approach to managing multiple projects and deadlines.
 - References from previous clients.
 - Proposed fees and overall cost-effectiveness.
- **Scoring Breakdown**
 - Proposed cost 15
 - DEMONSTRATED UNDERSTANDING of the REQUIREMENT and COMPETENCE 20
 - TECHNICAL APPROACH/WORK PLAN 30
 - DEMONSTRATED KNOWLEDGE AND RELEVANT SUCCESSFUL EXPERIENCE 30
 - Proposal Clarity and Professionalism 5

*Minimal Score Percentage is 70% of total points of available. No award will be made to a proposer with an average score below 70%.

*Although cost is a factor, the Agency seeks to award a contract on the basis of “Best Value” not “Lowest Cost”. For this reason, the lowest bidder may not always be the proposer awarded the contract. Understanding of the requirements and competence, technical approach and work plan, knowledge and successful experience, clarity and professionalism make up 85% of the evaluation criteria.

*In the case of a tie, the award will be decided by a drawing of lots or other random means of selection.

8. Proposal Submission Instructions

Please submit your proposal by 3:00 p.m., April 3rd, 2025 to:

Port Arthur Housing Authority
920 DeQueen Blvd.
Port Arthur, TX 77643

9. Proposal Format

The proposal should include at minimum:

- A cover letter summarizing experience and qualifications.
- A detailed outline of approach to grant writing and management.
- A timeline for meeting project goals.
- Resumes for key personnel.
- Professional references.
- Fee structure (e.g., hourly rate or project-based) to be submitted in a sealed envelope.
- All forms included in attachments

Tabbed Proposal Submittal. The proposal should be bound and each section tabbed as outlined below:

- The Agency intends to retain the Contractor on a “Best Value” basis, not a “Low Bid” basis (“Best Value,” meaning the Agency will, as detailed within the previous Section 7., consider factors other than just cost in making the award decision). Therefore, all proposals submitted for this RFP must be formatted in the sequence noted so that the Agency can properly evaluate the offers. Each category must be separated by numbered tab dividers and labeled with the corresponding tab reference also noted below. None of the proposed services may conflict with any requirement the Agency has published or issued by addendum.

TABBED PROPOSAL SUBMITTAL

TAB NO.	DESCRIPTION
1	Form of Proposal. This form is attached as Attachment A to this document. This 1-page form must be fully completed, executed where provided and submitted under this tab as a part of the proposal.
2	Profile of Firm Form. The Profile of Firm Form is attached hereto as Attachment B to this RFP document. This 2-page Form must be fully completed, executed and submitted under this tab as a part of the proposal.
3	Form HUD-5369-C (8/93), <i>Certifications and Representations of Offerors, Non-Construction Contract.</i> This form is attached as Attachment C to this

	document. This 2-page form must be fully completed, executed where provided and submitted under this tab as a part of the proposal.
4	Form HUD 50071. Sample Contract Appendix No. 2: form HUD 50071 (01/14), Certification of Payments to Influence Federal Transactions (NOTE: This form must be completed and included as a part of the ensuing contract if the Agency anticipates that total awards pursuant to the ensuing contract may or will exceed \$100,000.)
5	Standard Form LLL. Sample Contract Appendix No. 3: Standard Form LLL (Rev. 01/2027), Disclosure of Lobbying Activities (NOTE: This form must be completed and included as a part of the ensuing contract.)
6	<p>Proposed Services. As detailed in this document, the proposer shall, clearly detail within the information submitted under this tab documentation showing:</p> <p>Proposed COSTS. Fee structure (e.g., hourly rate or project-based) to be submitted in a sealed envelope. Please clearly mark the cost proposal (BID) and submit in a SEALED envelope along with proposal or prior to submission deadline. Cost will be evaluated independently and objectively after other evaluation factors are considered, then added to total points awarded.</p> <p>DO NOT INCLUDE COST WITHIN BOUND PROPOSAL DOCUMENTS AS THIS MAY DISQUALIFY THE PROPOSAL SUBMISSION.</p> <p>The proposer’s DEMONSTRATED UNDERSTANDING of the REQUIREMENT AND COMPETENCE applying regulatory and compliance standards for rental assistance programs such as HCV, RAD, PBV and LIHTC (Tax Credit).</p> <p>The proposer’s DEMONSTRATED KNOWLEDGE & RELEVANT SUCCESSFUL EXPERIENCE, to be submitted in narrative format, provide a list of current and former projects which include detailed information demonstrating your firm’s experience (including meeting costs, schedules, and performance requirements) in directly managing multi-family communities including RAD and PBV units as verified by reference checks or other means.</p> <ul style="list-style-type: none"> - Management of communities with all public housing units - Management of communities comprised of 100+ units <p>For each project identified provide:</p> <ul style="list-style-type: none"> • Client name and address • Detailed description of scope of work • If sub-consultant, the primary consultant for whom the respondent’s services were performed <ul style="list-style-type: none"> • The dollar value of the contract for the services • The duration of the contract including start and completion dates, or projected completion date if still active. • Provide a reference contact at the current or past company including the address, phone number and email address.

	<p>The proposer's TECHNICAL APPROACH/WORK PLAN, to be submitted, describe the FIRM(s) approach, qualities of the proposed service, and provide a timeline including a start and completion date for each project listed.</p> <p>Provide a narrative regarding the anticipated approach that is to be employed immediately upon execution of a contract. Include in the approach a methodology to identify how required tasks will be accomplished within the initial contract period.</p> <p>Soundness of firm's approach to provide key management functions:</p> <ul style="list-style-type: none"> - Property Management - Financial Accounting (cost-control experience, reporting, etc.) - Physical (Maintenance, Quality Controls, etc.)
	<p>The proposer's TECHNICAL CAPABILITIES (in terms of personnel, equipment, relevant software, and materials) and the MANAGEMENT PLAN (including staffing of key positions, method of assigning work and procedures for maintaining level of service, etc.) as outline in Scope of Work</p>
	<ul style="list-style-type: none"> • If appropriate, how staff are retained, screened, trained, and monitored.
	<ul style="list-style-type: none"> • The proposed quality control program.
	<ul style="list-style-type: none"> • An explanation and copies of forms that will be used and reports that will be submitted and the method of such reports (i.e. written; fax; internet; etc.).
	<ul style="list-style-type: none"> • A complete description of the services the firms provides.
	<ul style="list-style-type: none"> • A complete description of any software programs utilized for communications, document submissions, (i.e. Teams, Zoom, fax, Outlook, etc.).
7	<p>Managerial Capacity/Financial Viability. The proposer must submit a concise description of its managerial and financial capacity to deliver the proposed services, including brief professional resumes for the persons identified within areas (5) and (6) of <i>Profile of Firm Form</i>. Information will include the proposer's qualifications to provide the services; a description of the background and current organization of the firm (including a current organizational chart).</p>
8	<p>Equal Employment Opportunity/Supplier Diversity. The proposer must submit a copy of its Equal Opportunity Employment Policy and a complete description of the positive steps it will take to ensure compliance, to the greatest extent feasible, with the regulations pertaining to supplier diversity (e.g. small, minority-, and women-owned businesses).</p>
9	<p>Subcontractor/Joint Venture Information (Optional Item). The proposer shall identify whether or not it intends to use any subcontractors for this job, if awarded, and/or if the proposal is a joint venture with another firm. Please remember that all information required from the proposer under the proceeding</p>

	tabs must also be included for any major subcontractors (10% or more) or from any joint venture.
10	Other Information (Optional Item). The proposer may include any other general information that the proposer believes is appropriate to assist the Agency in its evaluation INCLUDING SECTION 3 SUBMITTAL.
11	Optional Tabs. If no information is to be placed under any of the above noted tabs (especially the “Optional” tabs), please insert a statement such as “NO INFORMATION IS BEING PLACED UNDER THIS TAB” or “THIS TAB LEFT INTENTIONALLY BLANK.” <u>DO NOT</u> eliminate any of the tabs.
	Proposal Submittal Binding Method. It is preferable and recommended that the proposer bind the proposal submittals in such a manner that the Agency can, if needed, remove the binding or remove the pages from the cover (i.e. 3-ring binder; report cover, etc.) to make copies, then conveniently return the proposal submittal to its original condition. Please do not use bindings, which are difficult to take apart and put back together.

*Proposal Submission and Sealed Proposed Costs (BID) both must be received by the submission deadline.

- **Entry of Proposed Fees.** The proposed fees (BID) shall be submitted by the proposer and received by the Agency. *Do not submit, enter or refer to any fees or costs within the 11-tab “hard copy” proposal submittal in this document—* any proposer that does so may be rejected without further consideration.
- **Specific Pricing Items.** Unless otherwise stated, the proposed fees are all-inclusive of any related costs that the proposer will incur to provide the services, including, but not limited to: employee wages and benefits, clerical support, overhead, profit, licensing, software, insurance, materials, supplies, tools, equipment, long distance telephone calls, travel, and document copying not specifically agreed to by the Agency, etc.

PRICING ITEMS

ITEM NO.	PROJECT DESCRIPTION	UNITS	PROPOSED PER UNIT COST	TOTAL COST
1	OW Collins (PBRA Elderly/Disabled) Management Fee	200		
2	Other Management Fee (Mixed Finance)	100+		
3	Other Management Fee (RAD/PBV)	100+		

Additional Information Pertaining to each of the above Pricing Items.

- **Quantities.** All quantities entered by the Agency (especially within the immediate preceding table) and within the corresponding Pricing Items within the table are *for calculating purposes only*. As may be further detailed herein, *the Agency does not guarantee any minimum or maximum amount of work as a result of any award ensuing from this RFP*, as the ensuing contract will be a Requirements Contract, in that the Agency shall retain one contractor only and shall retain the right to order from that contractor (successful proposer), on a task order basis, any amount of services the Agency requires.
- **Important Notice! Entry of Costs.** Proposers shall submit, a cost for each and every Pricing Item detailed within the preceding table. Any proposer that chooses to not enter a cost for any or all of the Lots will be automatically deemed nonresponsive and his/her proposal will NOT be considered.
 - **Realistic Cost for each Pricing Item.** Each proposer is strongly encouraged to enter a **REALISTIC** cost for each Pricing Item, especially the hourly fees required. For example, if the successful proposer enters \$1.00 per hour for any hourly fee Pricing Item (proposers typically do so in an effort to improve their position in regards to Evaluation Factors), then the \$1.00 per hour is what the successful proposer will charge the Agency for any work that the Agency may retain the successful proposer to provide if the Agency deems such retention is in the Agency's best interests to do so. Accordingly, it is the Agency's opinion that it is in the best interests of the proposer to propose a **REALISTIC** hourly fee for each Pricing Item. If, despite this warning, the successful proposer proposes an hourly fee that the Agency deems is not realistic, then the Agency reserves the right to require the successful proposer to, at contract execution, present a **CASH BOND** in a suitable amount (e.g. \$5,000.00, which the Agency will hold during the term of the ensuing contract period) to ensure that the successful proposer will fulfill its obligation in this matter.
- **Potential Travel Costs.** The Agency understands that different portions of the work required from award of the contract will either (a) be performed by local firms that have no need to charge travel costs; or (b) be performed remotely (e.g. not on-site at the Agency) for which the travel costs will not apply to; or (c) will be performed on-site at the Agency by firms that may not be local to the Agency ("not local," meaning, the firm does not have staff based within the general areas of Jefferson, Orange, or Hardin Counties in Texas. When the Agency requires (and approves) a Contractor that is "not local" to travel to perform the work (most typically, on-site at the Agency), the Agency will reimburse the Contractor for such costs at-cost (meaning, the Contractor will submit copies of receipts to be reimbursed). Pricing Items within the preceding table have been included to calculate these potential costs as a part of each

proposer's offer. It is anticipated that firms local to Jefferson, Orange and Hardin Counties in Texas will not enter any costs for these items (but will instead enter a "No Charge"); however, if such firms choose to enter costs for these items, the costs will stand as entered and will be calculated as a part of the cost proposal related to the evaluation factors.

- **Pertaining to Pricing for Daily Per Diem.** This proposed cost shall include the cost of all lodging, local transportation, meals, incidentals, etc., that the Contractor will need to be on-site at the Agency (when directed by the Agency).
- **Pertaining to Pricing for Round-trip Travel Costs.** This proposed cost shall include the cost of all travel (typically, airfare, but also including local transportation) that the Contractor will need to travel from their home base to Port Arthur, Texas, to be on-site at the Agency (when directed by the Agency). NOTE: The Agency will NOT pay the Contractor any hourly fees for such travel.
- **Pertaining to Pricing for Mileage.** It is anticipated that there may be firms that may need to be reimbursed for mileage rather than "Round-trip Travel Costs" detailed in previous section (such as firms that may be located within the region of Jefferson, Orange, and Hardin Counties of Texas). Proposers may propose any amount they wish, but the Agency will not pay any higher for mileage than the set current IRS rate; however, the rate entered for the pricing item will be utilized to calculate the affect that it may have on the total offer from the proposer (please remember, this is an optional item and the proposer need not enter any cost if the proposer is willing to travel by vehicle to Port Arthur, Texas, without any additional charge to the Agency).
- **No Charge Allowed.** Please note that a "No Charge" is allowed for travel expense items. This means that a local provider ("local," meaning in the region of Jefferson, Orange, and Hardin Counties of Texas) may not need to charge the Agency for these services. A "No Bid" is not allowed because the Agency may require the chosen firm to travel to Port Arthur, Texas, to provide services. In any case, if a proposer enters "No Charge" for any of these items, this means that during the entire term of the ensuing contract(s) the provider WILL NOT charge the Agency a fee to provide these services, though the Agency shall retain the right to require the provider to provide the services.

- **Price Escalation.** Pertaining to the ensuing contract, there shall be no escalation of the proposed unit costs allowed at any time during the awarded contract periods. The successful proposer guarantees, by submitting a proposal, that he/she will hold all proposed costs for a period of 2 years. For the 3rd-year contract period, if the successful proposer chooses to not hold or guarantee the originally proposed costs, the Agency will not force the successful proposer to renew the contract at the original pricing but will conduct a new competitive solicitation process, which the successful proposer may respond to (unless otherwise barred by the Agency for default or poor performance or other similar cause); and the successful proposer may reject such extension by delivery to the Agency of a written notice delivered to the Procurement staff at least 120 days prior to the end of the contract period.
- **Overtime.** Pursuant to the Contract Work Hours and Safety Standards Act, overtime shall not be less than time and one-half for hours worked in excess of 40 hours per week. The Agency typically considers regular-time to be Monday-Friday (excluding holidays), 8:00 AM – 5:00 PM. Accordingly, the Agency will pay a rate of 1.5 of the listed hourly rates for Pricing Items for any work the Agency requires the successful proposer to perform specifically during non-regular-time hours and over 40 hours per week (the Agency shall NOT be responsible to pay the successful proposer for any work that the successful proposer CHOOSES to work during non-regular-time hours, only such hours that the Agency gives prior approval for).
- **No Deposit or Retainer.** The Agency will not pay a deposit or retainer fees as a result of award of the ensuing contract. This means that the Agency shall pay the successful proposer(s) for actual hours worked only. The Contractor shall be required to submit a full back-up detail of all hours worked, listed by no less than the “10-minute” standard.
- **Proposal Submission.** All proposals must be submitted and time-stamped received in the Agency office by no later than the submittal deadline stated here (or within any ensuing addendum). A total of 1 original signature copy (marked “ORIGINAL”) and 2 exact copies (each of the 3 separate proposal submittals shall have a cover and extending tabs) of the proposal submittal, to be placed unfolded in a sealed package and addressed to:

**Agency Administrative Office
Attention: Procurement Office
920 DeQueen Blvd.
Port Arthur, TX 77640**

- The package exterior must be clearly labeled with the RFP number and must have the proposer’s name and return address. Proposals received after the published deadline will not be accepted.
- **Submission Conditions.** DO NOT FOLD OR MAKE ANY ADDITIONAL MARKS, NOTATIONS OR REQUIREMENTS ON THE DOCUMENTS TO BE SUBMITTED! **Proposers are not allowed to change any requirements or forms** contained herein, either by making or entering onto these documents or the documents submitted any revisions or additions; and if any such additional marks, notations or requirements are entered on any of the documents that are submitted to the Agency by the proposer, such may invalidate that proposal. If, after accepting such a proposal, the Agency decides that any such entry has not changed the intent of the proposal that the Agency intended to receive, the Agency may accept the proposal and the proposal shall be considered by the Agency as if those additional marks, notations or requirements were not entered on such. By accessing the and downloading these documents, each prospective proposer that does so is thereby agreeing to confirm all notices that the Agency delivers to them as instructed, and by submitting a proposal, the proposer is thereby agreeing to abide by all terms and conditions published herein and by addendum pertaining to this RFP.

10. Submission Responsibilities. It shall be the responsibility of each proposer to be aware of and to abide by all dates, times, conditions, requirements and specifications set forth within all applicable documents issued by the Agency, including the RFP document, the documents listed within the following section, and any addenda and required attachments submitted by the proposer. By virtue of completing, signing and submitting the completed documents, the proposer is stating their agreement to comply with the all conditions and requirements set forth within those documents. Written notice from the proposer not authorized in writing by the Procurement staff to exclude any of the Agency requirements contained within the documents may cause that proposer to not be considered for award.

11. Proposer’s Responsibilities — Contact with the Agency. It is the responsibility of the proposer to address all communication and correspondence pertaining to this RFP process to the Procurement staff only. Proposers must not make inquiry or communicate with any other Agency staff member or official (including members of the Board of Commissioners) pertaining to this RFP. Failure to abide by this requirement may be cause for the Agency to not consider a proposal submittal received from any proposer who may has not abided by this directive.

- **Addendums.** All questions and requests for information must be addressed in writing to the Procurement staff. The Procurement staff will respond to all such inquiries in writing by addendum to all prospective proposers (i.e. firms or individuals that have obtained the RFP Documents). During the RFP solicitation process, the Procurement staff will NOT conduct any *ex parte* conversations (a substantive conversation — “substantive” meaning, when decisions pertaining to the RFP are made — between the Agency and a prospective proposer when other prospective proposers are not present)

that may give one prospective proposer an advantage over other prospective proposers. This does not mean that prospective proposers may not call the Procurement staff — it simply means that, other than making replies to direct the prospective proposer where the answer has already been issued within the solicitation documents, the Procurement staff may not respond to the prospective proposer’s inquiries but will direct them to submit the inquiry in writing so that the Procurement staff may more fairly respond to all prospective proposers in writing by addendum.

12. Proposer’s Responsibilities — Equal Employment Opportunity and Supplier Diversity. Both the Contractor and the Agency have, pursuant to HUD regulation, certain responsibilities pertaining to the hiring and retention of personnel and subcontractors.

- Within **2 CFR §200.321** it states:
 - A. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.
 - B. The Non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

○ Within **HUD Procurement Handbook 7460.8 REV 2** it states:

A. Section 15.5.A, Required Efforts. Consistent with Presidential Orders 11625, 12138, and 12432, the <Agency> shall make every effort to ensure that small businesses, MBEs, WBEs, and labor surplus area businesses participate in <Agency> contracting.

B. Section 15.5.B, Goals. <The Agency> is encouraged to establish goals by which they can measure the effectiveness of their efforts in implementing programs in support of . . . contracting with disadvantaged firms. It is important to ensure that the means used to establish these goals do not have the effect of limiting competition and should not be used as mandatory set-aside or quota, except as may otherwise be expressly authorized in regulation or statute. Some localities have adopted minority contracting set-aside policies or geographic limitations, which may be in conflict with Federal requirements for full and open competition.

○ Within **our Agency Procurement Policy** states that our Agency will:

Assistance to Small and Other Business, Required Efforts.

A. Include such firms, when qualified, on solicitation mailing lists;

(1) Encourage their participation through direct solicitation of bids or proposals whenever they are potential sources;

(2) Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms;

(3) Establish delivery schedules, where the requirement permits, which encourage participation by such firms;

(4) Use the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce;

(5) Require prime contractors, when subcontracting is anticipated, to take the positive steps listed above.

B. Requirements. Accordingly, please see Tab 7 within the table for TABBBED PROPOSAL SUBMITTAL (page 9-12), which details the information pertaining to this issue that the bidder must submit in

response to this bid showing compliance, to the greatest extent feasible, with these regulations.

Pre-proposal Conference: There is currently no pre-proposal conference scheduled.

13. Recap of Attachments. It is the responsibility of each proposer to verify that they have downloaded the following attachments pertaining to this RFP, which are by reference here included as a part of this RFP:

ATTACHMENT	ATTACHMENT DESCRIPTION
	This RFP Document
A	Form of Proposal
B	Profile of Firm Form
C	Section 3 Plan/Explanation
D	Form HUD-5369-C (8/93), <i>Certifications and Representations of Offerors, Non-Construction Contract</i>
E	Form HUD-5369-B (8/93), <i>Instructions to Offerors, Non-Construction</i>
F	<i>Supplemental Instructions To Proposers & Contractors (SIPC)</i>
G	Sample Contract Form (please note that this contract and the listed appendices are being given as a sample only—the Agency reserves the right to revise any clause herein and/or to include within the ensuing contract any additional clauses that the Agency feels it is in its best interests to do so)
G-1	Sample Contract Appendix No. 1: Form HUD-5370-C (1/2027), <i>General Conditions for Non-Construction Contracts Section I (With or without Maintenance Work)</i>
G-2	Sample Contract Appendix No. 2: form HUD 50071 (01/14), Certification of Payments to Influence Federal Transactions (NOTE: This form will only be completed and included as a part of the ensuing contract if the Agency anticipates that total awards pursuant to the ensuing contract may or will exceed \$100,000.)
G-3	Sample Contract Appendix No. 3: Standard Form LLL (Rev. 01/2027), Disclosure of Lobbying Activities (NOTE: This form will only be completed and included as a part of the ensuing contract if the Contractor designates an affirmative answer to Item No. (2) within the immediate identified form 50071.)

H	Entry of Proposed Fees
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14. CONTRACT AWARD.

- **Contract Award Procedure.** If a contract is awarded pursuant to this RFP, the following detailed procedures shall be followed:
 - A. By completing, executing and submitting the Form of Proposal, Attachment A, the “proposer is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by the Agency, either in hard copy or on any electronic submission of the form,” including the contract clauses already attached as Attachment G, G-1, G-2, and G-3. Accordingly, the Agency has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses already published.

- **Contract Conditions.** The following provisions are considered mandatory conditions of any contract award made by the Agency pursuant to this RFP:
 - A. **Contract Form.** The Agency will not execute a contract on the Contractor’s form--contracts shall only be executed on the Agency form (please see Sample Contract, Attachments G, G-1, G-2, and G-3), and by submitting a proposal the Contractor agrees to do so (please note that the Agency reserves the right to amend this form as the Agency deems necessary). However, the Agency shall during the RFP process (*prior to the posted question deadline*) consider any contract clauses that the proposer wishes to include and submits in writing a request for the Agency to do so; but the failure of the Agency to include such clauses does not give the Contractor the right to refuse to execute the Agency’s contract form. It is the responsibility of each prospective proposer to notify the Agency, in writing, prior to submitting a proposal, of any contract clause that they are not willing to include in the final executed contract and abide by. The Agency will consider and respond to written correspondence, and if the prospective proposer is not willing to abide by the Agency’s response (decision), then that prospective proposer will be deemed ineligible to submit a proposal.
 - **MANDATORY HUD FORMS.** Please note that the Agency has no legal right or ability to (and will not) at any time negotiate any clauses contained within ANY of the HUD forms included as a part of this RFP.

 - B. **Assignment of Personnel.** The Agency retains the right to demand and receive a change in personnel assigned to the work if the Agency believes

that such change is in the best interest of the Agency and the completion of the contracted work.

C. Unauthorized Sub-Contracting Prohibited. The Contractor shall not assign any right, nor delegate any duty for the work proposed pursuant to this RFP (including, but not limited to, selling or transferring the contract) without the prior written consent of the Procurement staff. Any purported assignment of interest or delegation of duty, without the prior written consent of the Procurement staff shall be void and may result in the cancellation of the contract with the Agency, or may result in the full or partial forfeiture of funds paid to the Contractor as a result of the proposed contract; either as determined by the Procurement staff.

- **Contract Period.** The Agency anticipates that it shall initially award a contract for the period of 2 years with the option, at the Agency’s discretion, of 3 additional one-year option periods, for a total maximum contract period of 5 years.
- **Licensing and Insurance Requirements.** Prior to award (but not as a part of the proposal submission) the *Contractor* shall be required to provide proof of the following, as Agency determines applicable:
 - A. Workers Compensation Insurance.** An original certificate evidencing the proposer’s current industrial (worker’s compensation) insurance carrier and coverage amount;
 - B. General Liability Insurance.** An original certificate evidencing General Liability coverage, naming the Agency as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the Agency as an additional insured under said policy (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000, together with damage to premises and fire damage of \$50,000 and medical expenses any one person of \$5,000), with a deductible of not greater than \$1,000;
 - C. Professional Liability Insurance.** An original certificate showing the proposer’s professional liability and/or “errors and omissions” coverage (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000), with a deductible of not greater than \$1,000;
 - D. Automobile Insurance.** An original certificate showing the proposer’s automobile insurance coverage in a combined single limit of \$1,000,000. For every vehicle utilized during the term of this program, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$50,000/\$100,000 and medical pay of \$5,000.

- E. County Business License.** A copy of the proposer’s business license allowing that entity to provide such services within Jefferson County;

- F. Profile of Firm Form.** The requested related information shall also be entered where provided for on the Profile of Firm Form (DO NOT ATTACH or SUBMIT COPIES WITHIN THE PROPOSAL SUBMITTAL — we will collect the necessary certificates from the Contractor prior to contract execution).
 - **Right to Negotiate Final Fees.** The Agency shall retain the right to negotiate the amount of fees that are paid to the Contractor, meaning the fees proposed by the top-rated proposer may, at the Agency’s options, be the basis for the beginning of negotiations. Such negotiations shall begin after the Agency has chosen a top-rated proposer. If such negotiations are not, in the opinion of the Procurement staff successfully concluded within 5 business days, the Agency retains the right to end such negotiations and begin negotiations with the next-rated proposer. The Agency also retains the right to negotiate with and make an award to more than one proposer, as long as such negotiation(s) and/or award(s) are addressed in the above manner (i.e. top-rated first, then next-rated following until a successful negotiation is reached).

 - **Contract Service Standards.** All work performed pursuant to this RFP must conform and comply with all applicable local, state and federal codes, statutes, laws and regulations.

 - **Prompt Return of Contract Documents.** All documents required to complete the contract, including insurance information, shall be provided to the Agency within 14 days of Notification of Award.

INDEX OF TABLES

Description	<i>Page</i>
Table of Contents	1
Tabbed Proposal Submittal	9
Pricing Items	12
Recap of Attachments	19
Index of Tables	22



PORT ARTHUR HOUSING AUTHORITY

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Solicitation/Contract: RFP No. 25002, Property Management services

Appendix A Scope of Work Specifications

Scope of Work (SOW) Specifications

DISCLOSURE: For purposes of this scope of work, the term “OWNER” refers to the Agency for all housing authority properties.

The successful property management firm(s) shall provide all the necessary personnel, supervision, equipment, tools, supplies, materials, transportation, and any other items, resources, or services needed to perform the following duties, which includes, but is not necessarily limited to:

I. **Administrative / General Office Procedures**

- A. **Administrative Oversight**
 - 1. Provide adequate administrative oversight to ensure all contractual obligations are achieved.
 - 2. Provide management-level personnel who shall supervise the Property Management site-level personnel and serve as the point of contact for the Owner’s representatives.
- B. **Technology**
 - 1. Ensure assigned personnel will limit the use of technology for professional purposes only.
 - 2. Properly maintain all equipment consisting of computers, copier, telephones, fax machines, prints/scanners, email, internet, etc.
- C. **Hours of Operation**
 - 1. Ensure that Owner’s sites:
 - a) Comply with the official business hours of 8 A.M. to 5 P.M., Monday thru Friday;
 - b) Have holiday schedules that conform to the schedule administered by Owner;
 - c) Exception: The Agency will need to receive requests to approve staff to work on a scheduled Agency holiday 72 hours in advance. Staff cannot receive overtime pay or be given the option to use the day as a floater during the same payroll week. Additional holiday closings will need to be approved by the Agency; and
 - d) Are equipped to handle after-hours maintenance and management operations, when necessary.
- D. **After-Hours Coverage**
 - 1. Answer office phones 24 hours a day, 365 days a year.
- E. **File Retention**
 - 1. Ensure all files are maintained and properly stored for at least seven (7) years; from the date of the last transaction (eviction, removal from wait list, etc.).
- F. **Confidentiality**
 - 1. Ensure confidentiality, by securing and properly storing information, along with providing limited access to certain files and information.
- G. **Bulletin Boards**

1. Create and maintain information centers and/or bulletin boards with accurate information consisting of, but not limited to: Sample Lease Agreements, House Rules, Grievance Policy, Income Limits, Tenant Selection Plan, Office Hours, Schedule of Maintenance Charges, Utility Allowance, Event Calendar, Local Resources, Emergency Contact Information, Fair Housing Posters/Logos, Equal Employment Opportunity Poster, Language Requirement, etc.
- H. Key Control
 1. Implement comprehensive key control procedures with verifiable inventory control.
- I. Accessibility
 1. Ensure compliance with all applicable Civil Rights, including Executive order 11063, Section 504 of the Rehabilitation Act of 1973, the Fair Housing Amendment Act and Title II of the ADA.
- J. Annual Inventory
 1. Perform and document an annual inventory of tangible assets.
- K. Financial Record Keeping
 1. Retain financial records for the property which includes but is not limited to records involving documentation of rent receipts, operating expenses, accounting for deposits and disbursements, work orders, and invoices for goods and services.
- L. Lease Enforcement
 1. Fully execute all terms of Owner's lease agreements, which includes, but is not limited to timely rent payments, community service requirements,
 - a) reporting income/family changes, annual/interim reviews, housekeeping standards, etc.
 2. Ensure assigned personnel are educated and trained on Owner's lease agreements and other required forms/documents.

II. Management Operations / Leasing

- A. Personnel
 1. Provide competent and qualified personnel to assume key management and maintenance functions, at the sites. The Owner must receive the qualifications of the prospective site managers and maintenance supervisors or maintenance managers prior to being assigned to the site.
 - a) The site manager of all Agency units must have site management knowledge, including experience managing subsidized properties and property management certification such as CPM, ARM, and/or TCS, etc. The person managing maintenance operations must have experience in property maintenance, including supervisory position and hold appropriate licenses.
 - b) The site manager of mixed-income properties, RAD, tax credit, project and tenant and project base vouchers (PBV), and market units must have site management knowledge, including experience at multi- financial layered financing properties and property management certification such as TCS, HCCP, HCVS, CPM, ARM, and//or RAD-PBV preferred. The person managing maintenance operations must have experience in property maintenance, including supervisory position and hold appropriate licenses.
- B. Rent Collection
 1. Collect and enforce the collection of rent and other charges due from tenants in accordance with the terms of their lease. The Manager will be responsible for collection

of rents and charges owed by residents, as well as any and all requests necessary for Housing Choice Voucher, RAD, PBV, and/or LIHTC subsidy funding.

- a) Place deposits (consisting of rent and other charges), in the Operating Account.
 2. Firm shall have the right to institute legal proceedings with legal counsel
 - a) for the collection of such rents and charges and for the dispossession of tenants and others from Property.
 - b) The property manager is required to meet applicable Tenant Accounts Receivable regulatory and policy performance standards, in each month. Failure to comply to each performance standard separately, may result in Owner fee retention.
- C. Utility Allowances
1. Ensure assigned employees are trained in making the necessary annual utility adjustments (in the tenant management system) and can explain utility allowance/adjustments to tenants.
 2. Note: Owner's residents either pay for their utility costs in their rent (project paid utilities) or submit payments directly to select utility firm. Resident-paid utilities receive reduced rent based on subsidy programs and the Utility Allowance schedule that is established by the Agency.
- D. General Management Functions
1. Perform the following property management tasks in accordance with the Agency's guidelines:
 - a) Operating program functions utilizing an industry approved Property Management & Accounting Software.
 - (1) Ensure assigned personnel are trained and prepared to do the following tasks, which includes, but is not limited to:
Applications
Waitlist
Move-ins
Annual/Interim Recertifications
Posting Payments/Charges
Inspections, etc.
Move-outs
 - (2) Note: OWNER processes program eligibility and HAP payments for RAD and PBV units as well as waitlist management.
 - (3) Note: OWNER will transition to another software in the near future.
 - b) Move-Ins Inspection
 - (1) Complete all required forms and data-entry tasks to
 - (i) ensure all new Move-Ins are conducted correctly (right tenant, right unit, right program) including assigning personnel to escort all new tenants to the unit to conduct a Move-In checklist in accordance with industry standards and HCV/RAD/PBV protocol.
 - c) Lease Execution
 - (1) Complete all required forms, calculations, verifications, electronic submissions and data-entry tasks for executing a lease,

accurately. Personnel shall also ensure tenants understand critical tenant duties and responsibilities, along with providing them with copies of all documents. Compliance reviews for housing programming should be processed according to HUD regulatory requirements. Compliance reviews for Low Income Housing Tax Credit (LIHTC) should be processed according to regulatory requirements.

- d) Resident Charges
 - (1) Conduct the necessary inspections to ensure appropriate charges are billed to residents appropriately and within a timely manner.
- e) Tenant Reviews
 - (1) Conduct annual and interim reviews to determine tenants' eligibility for admission and continued occupancy, based on applicable regulatory entity and requirements. Firms are required to ensure their personnel competence in completing all required forms, calculations, data entry and verifications in accordance to Owner's policy and federal regulations. Typical information included in reviews includes income, family composition, age, relationship of household members, eligibility for deductions/preferences, citizenship/immigrants' status, and tenant history.
- f) Lease Renewal
 - (1) Review annually, all residents' tenancy as a part of their annual reexamination, based on applicable regulatory entity and requirements. Conduct general compliance reviews to ensure occupants complied
 - (i) with their lease agreements. Residents who have not complied with their tenant obligations and/or responsibilities shall be forwarded to Owner for administrative review for eviction/program termination as/when required.
- g) Termination of the Lease
 - (1) Enforce the termination of a lease.
- h) Move-Out Process
 - (1) Conduct all move-outs in a professional and organized manner regardless of the basis (voluntary and/or duress).
- i) Monitoring Unit Turnover
 - (1) Ensure vacant units are prepared and occupied within 30 days.
- j) Formal Resident Grievances
 - (1) Ensure formal resident grievances are conducted as/when required by Owner.
- k) Communications
 - (1) Ensure there is frequent communication with tenants/Owner utilizing appropriate and reasonable methods to ensure information is distributed, in a timely manner.

E. Wait List

- 1. Interact with Owner to retrieve files from a centralized and/or site base wait list maintained.
- 2. Independently manage a site-based wait list, where applicable to the site. Note: Owner maintains centralized and site-based wait list processes for its portfolio. The implementation of a wait list system varies by property/program.

III. Maintenance and Operations

A. Staffing

1. Ensure enough personnel resources and training are available to ensure the proper care of the property and the units.
2. General maintenance duties (i.e., supervision, routine, skilled trade, seasonal, inspections, etc.) will be completed at each site.

B. Maintenance Plan and Standards

1. Maintain and have available a current Operation & Maintenance Plan.
2. Maintain the Property in first-class condition at all times in accordance with the criteria developed by Owner and property management firm (that will be amended from time to time), and as required to address any terms in the contract.
 - a) The condition of the property shall also be maintained so that it complies with any governmental or insurance requirement, the requirements of any restrictive covenants, security instruments and declarations, and financing documents, and similar requirements affecting the Property.
3. Promptly remedy any and all identified defects or violations.
4. Complete preventive, seasonal and planned maintenance tasks, including but not limited to unit interior, common areas, grounds, building systems, playground equipment, community gardens, etc.
 - a) The Site Manager will be expected to take a proactive approach to maintenance and perform all needed preventative maintenance work at the site. The Manager will submit to the Owner within
 - (1) 60 days of assuming management of site a preventive maintenance plan specifying building components and equipment that will be subject to preventive maintenance and the preventive maintenance schedule for each item.

C. Site Inspections

1. Conduct daily inspections at each site to ensure timely identification of property/exterior unit damages, vandalism, accidents, curb appeal, fire/safety problems etc.

D. Work Order

1. Capture all maintenance work (including routine, nonroutine and emergency, but excluding general cleaning and porter services) on a work order.
 - a) Emergency:
 - (1) Emergency work orders are defined as orders that address an immediate threat to life, health, safety to property or to the resident or are related to fire safety. The Owner's standard for completion of an emergency work order is for all orders to be completed or
 - (2) abated within 24 hours.
 - b) Non-Emergency:
 - (1) Non-emergency work orders are orders that address conditions that do not pose an immediate threat to life, health, safety to property or to the resident and not related to fire safety. The Owner's standard for the completion of non-emergency work orders is within three (3) days.
2. The property manager is required to meet applicable Work Order completion time in accordance to regulatory and policy performance standards. Failure to comply to each performance standard separately, may result in Owner fee retention. Personnel will

record, close and bill repairs supported by a work-order, within the time period established by Owner.

E. Annual Home Inspections

1. Implement a comprehensive schedule that allows annual inspections to be conducted for each unit in accordance to HUD's NSPIRE protocol. This should include a proposed schedule outlining what personnel will manage and implement the schedule to ensure 100% of the units will be inspected, within the time period authorized by Owner.

a) Inspections:

(1) The Owner's annual standard for inspections is for all housekeeping and mock NSPIRE inspections to be conducted each year. Further, all units must be inspected the property manager within 12 months of the previous inspection.

F. Cleaning and Preparing Vacant Units (Make-Ready)

1. Implement high standards to ensure vacant units are properly cleaned and prepared for the next occupant. All units shall be prepared in accordance with Owner's and HUD's NSPIRE standards, within the time period authorized by Owner.

2. The property managers are required to meet applicable regulatory and policy performance standards in the following areas, in a given month: Vacancy Rate and Vacant Unit Turn-Around time. Failure to comply to each performance standard separately may result in Owner fee retention.

3. Prepare vacant units which shall include but not limited to pre-inspections/move-out inspection, general cleaning, repairing, replacing,

a) pest control, final inspections, etc.

4. Note: Owner values the leasing of clean and functioning units. It is imperative that firms implement high standards to ensure vacant units are properly cleaned and prepared for the next occupant.

G. Inventory and Material Management

1. Maintain adequate levels of inventory that address property maintenance demands, at each site.

2. Ensure all property and maintenance inventory is secured.

H. Maintenance Contracts

1. Maintain on-going maintenance contracts (landscaping, fire/security alarm monitoring, pest control, trash, etc.) and small job contracts (painting, carpet cleaning, security building monitoring, pest control, etc.), that are executed for no longer for twelve (12) months.

2. Ensure general and small job contracts are procured correctly and timely in accordance with Owner's policies and applicable federal regulations (including, but not limited to 2 CFR Part 200). This includes vendor registration, specifications, documents indicating comparison of quotes, executive contracts, quality inspections/controls of firms, etc.

IV. Reporting / Notices

A. Provide reports and/or statistical analysis that demonstrates the Owner's

1. sites are functioning and performing at optimal levels, as requested by Owner.

2. Note: Owner shall establish a standard reporting schedule, along with special request submitted from time to time.

B. Ensure the following reports will be submitted accurately and timely:

1. Vacancy (list of vacant units, # of days units were vacant, loss revenue, etc.)

2. Admission/Move-in (list of new tenants and unit assignment)
 3. Move-Out (List of voluntary and involuntary move-outs, reason, etc.)
 4. Tenant Receivables (tenant charges collected for rent, repairs, fees, etc.)
 5. Loss of Revenue (uncollected tenant charges for rent, repairs, fees, etc.)
 6. Quality Control Reviews (# of units/systems inspected, # of deficiencies identified, # of work orders created, # of work orders closed)
 7. Maintenance Quality Reviews (# of work orders received, type of work orders received, average time (days) work order was open, etc.)
 8. Site Report (information about other key policy, compliance and regulatory actions)
 9. Community Service Reports – indicating completed hours and eligible tenants.
 10. Unit/System Inspections – indicating the results of completed unit and system reports conducted, along with itemized deficiencies and corrective measures.
 11. Any other reports requested by the Owner.
- C. The completion of most management functions shall include data-entry of critical information in Owner’s tenant software for electronic submission. It is imperative that this information be entered accurately and timely for reporting purposes.
- D. Notify Owner upon the receipt of all formal and informal communications received from any and all stakeholders (funders, investors, elected officials, etc.) regarding compliance, regulatory matters and tenant concerns.
1. Note: Owner will review correspondences and collaborate with firm(s) on corrective actions and/or written responses.

V. Financial Management

- A. Taxes/Assessment Fees
1. Pay all taxes and other governmental assessments on the Property and furnish the Owner with copies of all assessment notices and tax bills promptly after receipt. Promptly notify Owner of any notices or correspondence actually received regarding taxes or assessments with respect to the Property.
 2. When requested by Owner, file applications for abatement of taxes and assessments.
 - a) Note: It is Owner’s responsibility to diligently prosecute such applications at its’ sole expense and is otherwise solely responsible and liable for any taxes or assessments.
- B. Records and Reports
1. Account for and report the operations of the Property in accordance with
 - a) Generally Accepted Accounting Principles (GAAP) set for certified public accounting.
- C. Budgets
1. Provide Owner with a budget within at least ninety (90) days prior to the end of each Fiscal Year End.
 2. Submit to Owner for its review and written approval:
 - a) An operating budget for the Property ("Operating Budget") setting forth in reasonable detail and on a monthly basis the estimated income and operating expenses of the Property for the following calendar year, including real estate taxes and Manager's compensation; and,
 - b) A capital improvement budget for the Property ("Capital Budget", and together with the Operating Budget, each a "Budget", and collectively the

"Budgets") setting forth in reasonable detail a description of each capital improvement to the Property which Firm proposes for the following calendar year and the estimated cost of each such improvement.

3. Present in a format requested by Owner, an Operating Budget and Capital Budget.

a) Note: In the event Owner, in its reasonable judgment, disapproves of any proposed Operating Budget or Capital Budget submitted by Firm, Owner shall give Firm written notice, in which event the Firm shall promptly make all revisions thereto which Owner shall direct, and shall resubmit such budget so revised to Owner for its review and approval. Until such time as a new Budget is approved, Firm shall operate the Property in accordance with the prior Budget approved by Owner.

4. Firm and Owner may propose changes to an approved Budget from time to time.

a) Note: Any change in the Capital Budget or increases or decreases shall be approved by the Owner in advance. Firm will pay all property bills as they come due and make periodic requests for reimbursements in accordance with the Budgets. Owner reserves the right to modify and/or update any Budget periodically throughout the applicable fiscal or calendar year.

D. Accounting Records

1. Maintain accurate books and records of all funds received and disbursed in connection with the management of the Property (together with sufficient supporting documentation), separately, and take the necessary steps to ensure they are not commingled with records or funds of other properties managed by the Firm. Said books and records shall be open for inspection and audit by Owner's agents at all reasonable times.

2. Preserve such books and records for at least seven (7) years after the close of the Fiscal year to which they relate, understanding that some files (e.g., tenant files with outstanding grievances, G/Ls, P & Ls, etc.) are maintained indefinitely as directed by Owner. The cost of any audit shall be at the expense of Owner. Any adjustment in amount due and owing by either Owner or Firm as a result of any such audit shall be paid within fifteen (15) business days following receipt of such audit.

3. Utilize best efforts to exercise control over accounting and financial transactions so as to protect Owner's assets from theft or fraudulent activity on the part of Firm's employees. Losses arising from such instances will be borne by the Firm unless covered by insurance that protects Owner.

E. Monthly Reports

1. Provide Owner with the requested reports on or before the tenth (10th) day of each month.

2. Provide the following reports to Owner to disclose as a minimum, all income (both received and accrued), expenses, and cash flow for the preceding month (accrual basis):

a) Summary operating statement and detail operating statement prepared in a format showing budget comparison and variance from same;

b) Statement of disbursements, itemizing each disbursement made during the monthly period by check number, amount and payee Summary schedule of aged accounts receivable itemizing all outstanding monies at the close of the monthly accounting period and listing all monies collected for the month;

- c) Descriptive summary of the operation of the Property during the prior month, highlighting all significant occurrences and
 - (1) anticipated problems and explanations for all material variances and expense items (actual compared to budget) for current month and year to date comparisons;
 - d) Report disclosing any contract or agreement with, or the payment of money to, any entity affiliated with or related to Firm in any way;
 - e) Summary and detail balance sheet;
 - f) Accounts payable report; and,
 - g) Bank account reconciliation.
- F. Quarterly Reports
 - 1. Provide Owner with the requested reports on or before the tenth (10th) day after the end of each calendar quarter for Tax Credit Properties. Deliver to Owner a current rent roll with a summary operating statement for the prior three (3) months, on a form required by Owner.
- G. Annual Report
 - 1. Provide Owner with requested reports within thirty (30) days after the end of each calendar year.
 - 2. Respond to independent auditor requests for supporting documentation as part of annual audits.
 - 3. Deliver to Owner the following reports in a format approved by Owner:
 - a) A schedule of accounts payable, enumerating vendors' invoices received and to be paid in the new calendar year;
 - b) An accrued expense schedule, enumerating all items of expenses incurred in the calendar year;
 - c) A rent roll scheduling the names of the residents, square footage, current annual rent and lease term, which rent roll shall be updated periodically when appropriate for Tax Credit properties; and,
 - d) An annual income statement and balance sheet certified by an independent certified public accountant acceptable to Owner. The accountant's fee shall be Owner's expense.

VI. Establishment of Operating Account

- A. Maintain all rent and other revenues and funds which are received by the Firm for Owner, in its capacity as the exclusive manager of the Property.
- B. All rent and other revenues will be held in trust and deposited by the Firm in a bank account or accounts as designed by Owner (the "Operating Account") and maintained by Firm for the benefit of and in the name of Owner. All such funds shall be and remain the properties of Owner and shall be disbursed by Firm for the purposes authorized under the Agreement. In no event shall checks be drawn thereon to the order or for the benefit of any person except by law and by agreement. Firm shall not commingle Owner's funds with the funds of any other person and shall implement a cash control system reasonably acceptable to Owner.
 - 1. Funds may be drawn from the Operating Account only upon such authorized signatures as Owner may direct from time to time.
 - 2. Note: From time to time, Owner will provide additional funds to the Operating Account as deemed reasonably necessary by Firm and Owner.

VII. Disbursements by Firm

- A. Pay disbursements from the Operating Account, and not from the Firm's own funds.

B. Promptly notify the Owner if the funds in the Operating Account are insufficient to make the payments described above and indicate what efforts will be taken to promptly correct the deficit.

VIII. Procurements

A. Designate one person to be responsible as the Procurement Liaison, who will coordinate, gather, and submit copies of all required documents (including but not limited to bids, scopes of work, and independent cost estimates) to Owner's asset management representative for review and approval for amounts over \$10,000.

B. Execute and renew services, on Owner's behalf. These services include but are not limited to: (a) contracts for electricity, gas, telephone, water, cleaning, pest control, landscaping, office supplies, garbage and trash removal and other services in the ordinary course of business, and (b) purchase all supplies and equipment which are necessary to maintain and operate the Property in a first- class condition.

C. All procurements shall be made in accordance with the applicable procurement
1. policy, federal regulations (including but not limited to 2 CFR Part 200), and state law if state law applies.

D. Note: All contracts made pursuant to this section shall be terminable by Owner without cause on no more than thirty (30) day notice unless otherwise approved in advance by Owner. All expenses shall be charged to Owner at no more than cost and shall not at any time exceed fair market value as determined by either approval of Owner or substantiated by quotes from arms'- length vendors.

E. The relevant contractual information from all procured contracts shall be into the contract administration database utilized by Owner. Personnel at the property sites will be expected to utilize this software.

IX. Capital Projects

A. Upon request by Owner, supervision of Owner Construction

1. Assist Owner in honoring its obligations to make alterations, improvements, or capital improvements to the Property.
2. Respond to written requests from Owner regarding:
 - a) Coordinate, when appropriate, with Owner, tenants, architects, engineers and firms, to prepare and finalize construction plans;
 - b) Hire, in Owner's name, appropriate and acceptable contracts, which contracts shall be in Owner's name;
 - c) Make periodic, random project inspections;
 - d) Approve:
 - (1) The construction schedule
 - (2) The quality of workmanship
 - (3) Requisitions for progress payments
 - (4) All change orders
3. Represent Owner during the final inspection of the completed job;

B. Capital Planning

1. Conduct annual capital assessments that identifies major improvements and/or upgrades at the site, forward their recommendations to Owner.

X. Risk Management

A. Notice of Claims

1. Promptly notify and inform Owner, and its insurance carrier of any actual or potential personal injury, or property damage occurring to, or on the Property which becomes known to the Firm.
 - B. Bonding/Insurance
 1. Maintain bonds or employee dishonesty insurance in an amount reasonably acceptable to Owner, for all of the firm's employees who handle, or are responsible for Owner's money or property.
 2. Maintain general liability, workers compensation, crime and director/officer insurance.
 - C. Notices
 1. Notify Owner of any fire, accident, or other casualty, condemnation proceedings, rezoning or other governmental order, lawsuit or threatened lawsuit involving the property, violations relative to the leasing, use, repair and maintenance of the Property under any governmental law, ordinance, rule or regulation, and of any material defects in the Property, promptly after any such matters are discovered by the firm and/or are brought to Manager's attention.
 - D. Emergency Procedures Plan / Manual
 1. Maintain an emergency plan with procedures that safeguards all persons (employees, residents & visitors) and property. The plan shall provide specific directives on saving lives, securing the property, prevent emergencies, preparing/reacting for an emergency, evacuation, fire/safety drills to include Active Shooter Training, restoring the property after an emergency, etc.
 2. Maintain written plans for mold & moisture prevention, prevention of exposure to lead or asbestos containing materials, and handling reporting and remediation of said items when discovered.
 - E. Permitting / Certification
 1. Ensure all permits and certifications are current and/or updated timely to comply with all applicable Federal, State, local requirements.
 2. At a minimum, monitor; fire alarm control panels, fire permits, occupancy, gas tests, etc.
- XI. Resident Relations / Community Safety**
- A. Tenant Complaints
 1. Respond promptly to complaints and requests from tenants of the Property (within 3 business days) and provide to Owner any material complaints made by a tenant. Asset Managers should be informed within 24 hours with a resolution in writing.
 - B. Community Meetings
 1. Property manager will engage residents once monthly in scheduled community meeting to cultivate a sense of community and fostering resident engagement by continuously sharing agency and property announcements, program updates, lease education, and policy changes, as well as encouraging the exchange of ideas via discussions.
 - (a) Property managers shall collaborate with the Agency's security services for effective safety and law enforcement presence, as needed.
 - C. Safety Prevention / Intervention
 1. Provide preventive and intervention strategies to deter criminal activity. As a minimum, these strategies should be related to the usage of lighting, signage, access

control, security equipment, environmental design/landscaping, resident programs/meetings, etc.

2. Property managers will engage open/consistent communication with assigned officers; coordinate the recording of reports received from law enforcement, and lease enforcement for violators engaged in criminal activity, inform residents about Community Activities & Programs, House Rules, Housekeeping, Know Your Lease, Rent, Resident Services, See Something Say Something, Annual Recertifications, etc.

D. Transitional Plan

1. Assume full managerial control of site(s) that is new to their portfolio. This includes, but is not limited to

(a) personnel, tenant files, keys, insurance, inventory, transferring of utility/contractual obligations, signage, etc.

***This Scope of Work is an example of the duties expected from property management firms but may include more responsibilities as determined by Owner and Firm(s). ***

END OF SCOPE OF WORK

RFP ATTACHMENT A
(FORM OF PROPOSAL)

**Form of Proposal
(Attachment A)**

(This Form must be fully completed and placed under Tab No. 1 of the “hard copy” tabbed proposal submittal.)

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

<i>X=ITEM INCLUDED NA= TAB INCLUDED, NO INFORMATION</i>	SUBMITTAL ITEMS (Three copies of each proposal, including one with original signatures).	
_____	Tab 1	Form of Proposal
_____	Tab 2	Profile of Firm Form
_____	Tab 3	Form HUD-5369-C
_____	Tab 4	Form HUD 50071
_____	Tab 5	Standard Form LLL
_____	Tab 6	Proposed Services AND Client Information
_____	Tab 7	Managerial Capacity/Financial Viability, including resumes
_____	Tab 8	Equal Employment Opportunity and Supplier Diversity
_____	Tab 9	Subcontractor/Joint Venture Information (Optional)
_____	Tab 10	Other Information (Optional) / Section 3 Business Preference Submittal (Optional; See Attachment C)
_____ Optional Tab	Tab 11	Optional Tabs information

SECTION 3 STATEMENT

Are you claiming a Section 3 business preference? YES___ or NO___. If “YES,” pursuant to the Section 3 portion within the RFP, and pursuant to the documentation justifying such submitted under Optional Tab, which priority are you claiming? _____.

PROPOSER’S STATEMENT

The undersigned proposer hereby states that by completing and submitting this Form and all other documents within this proposal submittal, he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and that if the Agency discovers that any information entered herein to be false, such shall entitle the Agency to not consider or make award or to cancel any award with the undersigned party. Further, by completing and submitting the proposal submittal, and by submitting the costs as required within the noted timeframe, the undersigned proposer is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by the Agency, either in hard copy or as noted on the website, including an agreement to execute the attached Sample Contract form. Pursuant to all RFP Documents, this Form of Proposal, and all attachments, and pursuant to all completed Documents submitted, including these forms and all attachments, the undersigned proposes to supply the Agency with the services described herein for the fee(s) entered within the areas provided pertaining to this RFP.

Signature **Date**

Printed Name **Company**

RFP ATTACHMENT B (PROFILE OF FIRM)

**PROFILE OF FIRM
(ATTACHMENT B)**

(1) Prime ____ Sub-contractor ____ (This form must be completed by and for each).

(2) Name of Firm: _____
 Telephone: _____ Fax: _____

(3) Street Address, City, State, Zip: _____

(4) Please attached a brief biography/resume of the company, including the following information:

(a) Year Firm Established; (b) Year Firm Established in Texas; (c) Former Name and Year Established (if applicable); (d) Name of Parent Company and Date Acquired (if applicable).

(5) Identify Principals/Partners in Firm (submit under Tab No. 7 a brief professional resume for each):

<i>NAME</i>	<i>TITLE</i>	% OF OWNERSHIP

(6) Identify the individual(s) that will act as project manager and any other supervisory personnel that will work on project; please submit under Tab No. 7 a brief resume for each. (Do not duplicate any resumes required above):

<i>NAME</i>	<i>TITLE</i>

(7) Proposer Diversity Statement: You must circle all of the following that apply to the ownership of this firm and enter where provided the correct percentage (%) of ownership of each:

Caucasian American (Male) _____% **Public-Held Corporation** _____% **Government Agency** _____% **Non-Profit Organization** _____%

Resident- (RBE), Minority- (MBE), or Woman-Owned (WBE) Business Enterprise (Qualifies by virtue of 51% or more ownership and active management by one or more of the following):

Resident-Owned* _____%

African American _____% ****Native American** _____% **Hispanic American** _____% **Asian/Pacific American** _____% **Hasidic Jew** _____% **Asian/Indian American** _____%

Woman-Owned (MBE) _____% **Woman-Owned (Caucasian)** _____% **Disabled Veteran** _____% **Other (Specify):** _____%

WMBE Certification Number: _____

Certified by (Agency): _____

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

(8) Federal Tax ID No.: _____

(9) City of Port Arthur Business License No.: _____

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

(11) Worker's Compensation Insurance Carrier: _____
Policy No.: _____ **Expiration Date:** _____

(12) General Liability Insurance Carrier: _____

Policy No. _____ **Expiration Date:** _____

(13) Professional Liability Insurance Carrier: _____

Policy No. _____ **Expiration Date:** _____

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

(15) Disclosure Statement. Does this firm or any principals thereof have any current, past personal or professional relationship with any Commissioner or Officer of the Agency?
Yes No

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

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

(17) Verification Statement. The undersigned proposer 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 Agency discovers that any information entered herein is false, that shall entitle the Agency to not consider nor make award or to cancel any award with the undersigned party.

Signature

Date

Printed Name

Company

RFP ATTACHMENT C
(SECTION 3 EXPLANATION/SUBMITTAL)

SECTION 3 EXPLANATION

1.0 Introduction. The purpose of this document is to, in simplified terms, explain major issues pertaining to the Section 3 Business Preference program required by the Agency’s funding source, the U.S. Department of Housing and Urban Development (HUD). Also, hereinafter, a Section 3 Business Preference will be referred to as “Preference.”

2.0 What is Section 3?

2.1 Section 3 is a provision of the Housing and Urban Development Act of 1968, which recognizes that HUD funds are typically one of the largest sources of federal funding expended in communities, including Jefferson County, TX. Section 3 is intended to ensure that when a Contractor has need to hire additional people as the result of receiving a contract from the Housing Authority of the City of Port Arthur (hereinafter, “the Agency”), preference must be given to low- and very low-income persons residing in Jefferson County, TX (Section 3 resident), or Section 3 business concerns.

2.2 The requirements pertaining to Section 3 apply only to purchases and contracts the Agency completes for work—the requirements of Section 3 DOES NOT apply to purchases or contracts the Agency completes solely for commodities or equipment; meaning, “no work provided, no Section 3 required.”

2.3 Section 3 is race and gender neutral in that preferences are based on income-level and location.

3.0 What does the term “Section 3 resident” mean?

3.1 A “Section 3 resident” is:

3.1.1 A public housing resident of the Agency; or

3.1.2 A low- or very low-income resident of Jefferson County, TX.

3.1.2.1 Low- and very low-income within Hardin County, TX; Jefferson County, TX; and Orange County, TX is defined as residents within the following income levels for FY 2024 (Median Income = \$79,700):

[Table No. 1]

Income Limit Category	(1) Person	(2) Persons	(3) Persons	(4) Persons	(5) Persons	(6) Persons	(7) Persons	(8) Persons
Very Low (50%)	27900	31900	35900	39850	43050	46250	49450	52650
Extremely Low (30%)	16750	20440	25820	31200	36580	41960	47340	52650*
Low (80%)	44650	51000	57400	63750	68850	73950	79050	84150

*The FY 2014 Consolidated Appropriations Act changed the definition of extremely low-income to be the greater of 30/50ths (60 percent) of the Section 8 very low-income limit or the poverty guideline as [established by the Department of Health and Human Services \(HHS\)](#), provided that this amount is not greater than the Section 8 50% very low-income limit. Consequently, the extremely low income limits may equal the very low (50%) income limits.

Income Limit areas are based on FY 2024 Fair Market Rent (FMR) areas. For information on FMRs, please see our associated FY 2024 Fair Market Rent documentation system.

4.0 What does the term “Section 3 business concern” mean?

4.1 A “Section 3 business concern” is a business that can provide evidence that it meets one of the following:

4.1.1 It is 51% or more owned by a Section 3 resident; or

4.1.2 At least 30% of its full-time employees include person that are currently Section 3 residents, or within 3 years of the date of first employment with the business concern were Section 3 residents; or

4.1.3 Provides evidence of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications within the preceding 3.1.1 or 3.1.2.

5.0 Is participation in Section 3 optional?

5.1 Except for purchases or contracts solely for commodities and equipment, as a part of the solicitation the Agency will offer all bidders the option of a Preference.

5.2 In response to a competitive solicitation (this Request For Proposals OR RFP), bidders are not required to respond to the Agency with a claim of a Preference (meaning, such claim is optional and failure to respond with a claim of a Preference

will not cause the bidder to be deemed non-responsive); however, if a bidder does claim a Preference, then the Agency will consider, investigate, and determine the validity of each such claim for a Preference.

5.3 Regardless of whether a bidder claims a Preference in response to a solicitation, the recipient of the award will be required to, “to the greatest extent feasible,” implement the requirements of Section 3 during the ensuing awarded contract term.

6.0 Must a Contractor receiving an award from the Agency take part in the Section 3 program?

6.1 The short answer is “Yes,” as detailed following, each Contractor must, “to the greatest extend feasible,” take part in the program.

6.1.1 If the bidder wishes, he/she may claim a Preference during the competitive solicitation process (please see Attachment D, most specifically Section 2.0 thereon). Pertaining to this IFB competitive solicitation process, the Agency will give a Preference based upon the following:

[Table No. 2]

	Preference = lesser of:
When the lowest responsive bid is less than \$100,000	10% of that bid or \$9,000
When the lowest responsive bid is:	
At least \$100,000 but less than \$200,000	9% of that bid, or \$16,000
At least \$200,000 but less than \$300,000	8% of that bid, or \$21,000
At least \$300,000 but less than \$400,000	7% of that bid, or \$24,000
At least \$400,000 but less than \$500,000	6% of that bid, or \$25,000
At least \$500,000 but less than \$1,000,000	5% of that bid, or \$40,000
At least \$1,000,000 but less than \$2,000,000	4% of that bid, or \$60,000
At least \$2,000,000 but less than \$4,000,000	3% of that bid, or \$80,000
At least \$4,000,000 but less than \$7,000,000	2% of that bid, or \$105,000
\$7,000,000 or more	1½% of lowest responsive bid, with no dollar limit

6.1.2 It is possible that a Contractor may demonstrate, to the Agency’s satisfaction that he/she has made a good faith and reasonable effort to comply with the requirements of Section 3, but it is not feasible to implement any portion of the Section 3 program. Such failure must be

fully documented by the Contractor and approved by the Agency or that Contractor may be deemed not responsible by the Agency and the contract may be, at the Agency's discretion, not awarded or terminated.

- 7.0** Be aware that, as detailed within §138.38, the following Section 3 Clause will be a part of every applicable contract the Agency executes and, when a Contractor executes the contract, they are thereby agreeing to comply with the following:

SECTION 3 CLAUSE

- 7.1** The work to be performed under this contract is project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and 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 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the area of the Section 3 covered project and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the Section 3 covered project.
- 7.2** The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR, Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.
- 7.3** The Contractor will send to each labor organization or representative of workers with which s/he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- 7.4** The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR, Part 135, the Contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR, Part 135 and

will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of this regulation.

- 7.5** Compliance with the provisions of Section 3, the regulations set forth in 24 CFR, Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided and to such sanctions as are specified by 24 CFR, Part 135.
- 7.6** 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.
- 7.7** With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).
- 8.0** As detailed within 24 CFR §135, Appendix I, *Examples of Efforts To Offer Training and Employment Opportunities to Section 3 Residents*, as a part of the contract award process, to satisfy the requirements of Section 3 the successful bidder or Contractor will be able to denote the “efforts” his/her firm will formally commit to implement if he/she is awarded a contract:

 - 8.1** Entering into “first source” hiring agreements with organizations representing Section 3 residents.
 - 8.2** Sponsoring a HUD-certified “Step-Up” employment and training program for section 3 residents.
 - 8.3** Establishing training programs, which are consistent with the requirements of the Department of Labor, for public and Indian housing residents and other section 3 residents in the building trades.
 - 8.4** Advertising the training and employment positions by distributing flyers (which identify the positions to be filled, the qualifications required, and where to obtain

additional information about the application process) to every occupied dwelling unit in the housing development or developments where category 1 or category 2 persons (as these terms are defined in §135.34) reside.

- 8.5** Advertising the training and employment positions by posting flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) in the common areas or other prominent areas of the housing development or developments. For the Agency, post such advertising in the housing development or developments where category 1 or category 2 persons reside; for all other recipients, post such advertising in the housing development or developments and transitional housing in the neighborhood or service area of the section 3 covered project.
- 8.6** Contacting resident councils, resident management corporations, or other resident organizations, where they exist, in the housing development or developments where category 1 or category 2 persons reside, and community organizations in HUD-assisted neighborhoods, to request the assistance of these organizations in notifying residents of the training and employment positions to be filled.
- 8.7** Sponsoring (scheduling, advertising, financing or providing in-kind services) a job informational meeting to be conducted by an Agency or Contractor representative or representatives at a location in the housing development or developments where category 1 or category 2 persons reside or in the neighborhood or service area of the section 3 covered project.
- 8.8** Arranging assistance in conducting job interviews and completing job applications for residents of the housing development or developments where category 1 or category 2 persons reside in the neighborhood or service area in which a section 3 project is located.
- 8.9** Arranging for a location in the housing development or developments where category 1 persons reside, or the neighborhood or service area of the project, where job applications may be delivered to and collected by a recipient or Contractor representative or representatives.
- 8.10** Conducting job interviews at the housing development or developments where category 1 or category 2 persons reside, or at a location within the neighborhood or service area of the section 3 covered project.
- 8.11** Contacting agencies administering HUD Youthbuild programs, and requesting their assistance in recruiting HUD Youthbuild program participants for the Agency's or Contractor's training and employment positions.
- 8.12** Consulting with State and local agencies administering training programs funded through JTPA or JOBS, probation and parole agencies, unemployment

compensation programs, community organizations and other officials or organizations to assist with recruiting Section 3 residents for the Agency's or Contractor's training and employment positions.

- 8.13** Advertising the jobs to be filled through the local media, such as community television networks, newspapers of general circulation, and radio advertising.
 - 8.14** Employing a job coordinator or contracting with a business concern that is licensed in the field of job placement (preferably one of the section 3 business concerns identified in part 135), that will undertake, on behalf of the Agency, other recipient or Contractor, the efforts to match eligible and qualified section 3 residents with the training and employment positions that the Agency or Contractor intends to fill.
 - 8.15** For the Agency, employing section 3 residents directly on either a permanent or a temporary basis to perform work generated by section 3 assistance. (This type of employment is referred to as "force account labor" in HUD's Indian housing regulations. See 24 CFR §905.102, and §905.201(a)(6).)
 - 8.16** Where there are more qualified section 3 residents than there are positions to be filled, maintaining a file of eligible qualified section 3 residents for future employment positions.
 - 8.17** Undertaking job counseling, education and related programs in association with local educational institutions.
 - 8.18** Undertaking such continued job training efforts as may be necessary to ensure the continued employment of section 3 residents previously hired for employment opportunities.
 - 8.19** After selection of bidders but prior to execution of contracts, incorporating into the contract a negotiated provision for a specific number of public housing or other section 3 residents to be trained or employed on the section 3 covered assistance.
 - 8.20** Coordinating plans and implementation of economic development (e.g., job training and preparation, business development assistance for residents) with the planning for housing and community development.
- 9.0** As detailed within 24 CFR §135, Appendix II, *Examples of Efforts To Award Contracts to Section 3 Business Concerns*, as a part of the contract award process, to satisfy the requirements of Section 3 the successful bidder or Contractor will be able to denote the "efforts" his/her firm will formally commit to implement if he/she is awarded a contract:
- 9.1** Utilizing procurement procedures for section 3 business concerns similar to those provided in 24 CFR part 905 for business concerns owned by Native Americans (see section III of this Appendix).

- 9.2** In determining the responsibility of potential contractors, consider their record of section 3 compliance as evidenced by past actions and their current plans for the pending contract.
- 9.3** Contacting business assistance agencies, minority contractor's associations and community organizations to inform them of contracting opportunities and requesting their assistance in identifying section 3 businesses which may solicit bids for contracts for work in connection with section 3 covered assistance.
- 9.4** Advertising contracting opportunities by posting notices, which provide general information about the work to be contracted and where to obtain additional information, in the common areas or other prominent areas of the housing development or developments owned and managed by the Agency.
- 9.5** For the Agency, contacting resident councils, resident management corporations, or other resident organizations, where they exist, and requesting their assistance in identifying category 1 and category 2 business concerns.
- 9.6** Providing written notice to all known section 3 business concerns of the contracting opportunities. This notice should be in sufficient time to allow the section 3 business concerns to respond to the bid invitation.
- 9.7** Following up with section 3 business concerns that have expressed interest in the contracting opportunities by contacting them to provide additional information on the contracting opportunities.
- 9.8** Coordinating pre-bid meetings at which section 3 business concerns could be informed of upcoming contracting and subcontracting opportunities.
- 9.9** Carrying out workshops on contracting procedures and specific contract opportunities in a timely manner so that section 3 business concerns can take advantage of upcoming contracting opportunities, with such information being made available in languages other than English where appropriate.
- 9.10** Advising section 3 business concerns as to where they may seek assistance to overcome limitations such as inability to obtain bonding, lines of credit, financing, or insurance.
- 9.11** Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways to facilitate the participation of section 3 business concerns.
- 9.12** Where appropriate, breaking out contract work items into economically feasible units to facilitate participation by section 3 business concerns.
- 9.13** Contacting agencies administering HUD Youthbuild programs, and notifying these agencies of the contracting opportunities.

- 9.14** Advertising the contracting opportunities through trade association papers and newsletters, and through the local media, such as community television networks, newspapers of general circulation, and radio advertising.
- 9.15** Developing a list of eligible section 3 business concerns.
- 9.16** For the Agency, participating in the “Contracting with Resident-Owned Businesses” program provided under 24 CFR part 963.
- 9.17** Establishing or sponsoring programs designed to assist residents of public or Indian housing in the creation and development of resident-owned businesses.
- 9.18** Establishing numerical goals (number of awards and dollar amount of contracts) for award of contracts to section 3 business concerns.
- 9.19** Supporting businesses which provide economic opportunities to low-income persons by linking them to the support services available through the Small Business Administration (SBA), the Department of Commerce and comparable agencies at the State and local levels.
- 9.20** Encouraging financial institutions, in carrying out their responsibilities under the Community Reinvestment Act, to provide no or low interest loans for providing working capital and other financial business needs.
- 9.21** Actively supporting joint ventures with section 3 business concerns.
- 9.22** Actively supporting the development or maintenance of business incubators which assist Section 3 business concerns.

SECTION 3 PLAN SUBMITTAL

- 1.0 Introduction.** This form shall be fully completed, accompanied by all required attachments, for any proposer claiming a Section 3 Business Preference (hereinafter, “Preference”).
- 1.1** This fully completed form and any attachments thereto, will become a part of any ensuing contract.
- 1.2** Each proposer shall mark an “X” where provided for all that apply to their claim of a Preference.
- 1.3** The proposer shall provide as an attachment to this completed form a detailed work plan clearly explaining how each following “preference claim” will be accomplished. Failure on the part of the proposer to include any such required attachment fully explaining the claim of the proposer shall result in the Agency not considering the claim for a Preference (though the Agency may, if awarded, later require the proposer to submit the information to satisfy the Section 3 requirements of the ensuing contract).
- 2.0 Current Section 3 Status.** The undersigned proposer hereby claims that it is a Section 3 business concern and claims such preference in that he/she can provide evidence that (the proposer has attached justifying documentation for each item following marked with an “X”):
- 2.1** It is 51% or more owned by a Section 3 resident(s):
- 2.1.1** **Agency resident lease;**
 - 2.1.2** **Evidence of participation in a public assistance program;**
 - 2.1.3** **Articles of Incorporation;**
 - 2.1.4** **Fictitious or Assumed Business Name Certificate;**
 - 2.1.5** **List of owners/stockholders and % of each;**
 - 2.1.6** **Latest Board minutes appointing officers;**
 - 2.1.7** **Organization chart with names and titles and brief functional statement;**
 - 2.1.8** **Partnership Agreement;**
 - 2.1.9** **Corporation Annual Report.**

- 2.2 At least 30% of its full-time employees include persons that are currently Section 3 residents, or within 3 years of the date of first employment with the business concern were Section 3 residents:

2.2.1 To justify this claim, please COMPLETE the following:

[Table No. 1]

(1) Classification	(2) Total Number of Current Permanent Employees	(3) Total Number of Section 3 Resident Employees
Trainees		
Apprentices		
Journeypersons		
Laborers		
Supervisory		
Superintendent		
Professional		
Clerical		
Other:		

2.2.2 Attach a listing of all employees listed within column (3) above, including name and total annual income. Also attach proof of the income, such as a copy of the last tax return (please be sure to “black-out” all but the last 4 digits of the person(s) social security number).

- 2.3 He/she has a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to a Section 3 business concern.

2.3.1 To justify this claim, please COMPLETE the following:

[Table No. 2]

(1) Name of Section 3 Firm Receiving the Subcontract	(2) Total Amount of Subcontract(s)	(3) Percentage the Subcontract(s) is/are of the Total Proposed Contract Amount
	\$	%
	\$	%

2.3.2 Attach for each firm listed immediately above:

2.3.2.1 A detailed description of the subcontracted activity; and

2.3.2.2 A fully completed Profile of Firm form.

2.3.2.3 Proof of the income of the ownership of the Section 3 firm receiving the subcontract, such as a copy of the last tax return for the owner(s) (please be sure to “black-out” all but the last 4 digits of the person(s) social security number).

3.0 As further detailed herein, which of the following priority are you claiming?
(NOTE: Mark with an “X” the highest claimed Priority only.)

[Table No. 3]

PRIORITY CLAIMED (Mark “X”)	MAX POINT VALUE	FACTOR TYPE	FACTOR DESCRIPTION
		Objective	SECTION 3 BUSINESS PREFERENCE PARTICIPATION. (NOTE: A maximum of 15 points awarded).
	15 points		Priority I, Category 1a. 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.
	13 points		Priority II, Category 1b. Business concerns whose workforce includes 30 percent of residents of the housing development for which the Section 3-covered assistance is expended, or within three (3) years of the date of first employment with the business concern, were residents of the Section 3-covered housing development.
	11 points		Priority III, Category 2a. Business concerns that are 51 percent or more owned by residents of any other housing development or developments.

PRIORITY CLAIMED (Mark "X")	MAX POINT VALUE	FACTOR TYPE	FACTOR DESCRIPTION
	9 points		Priority IV, Category 2b. Business concerns whose workforce includes 30 percent of residents of any other public housing development or developments, or within three (3) years of the date of first employment with the business concern, were "Section 3" residents of any other public housing development.
	7 points		Priority V, Category 3. Business concerns participating in HUD Youth-build programs being carried out in the metropolitan area in which the Section 3-covered assistance is expended.
	5 points		Priority VI, Category 4a. Business concerns that are 51 percent or more owned by Section 3 residents in the metropolitan area, or whose permanent, full-time workforce includes no less than 30 percent of Section 3 residents in the metropolitan area, or within three (3) years of the date of employment with the business concern, were Section 3 residents in the metropolitan area.
	3 points		Priority VII, Category 4b. Business concerns that subcontract in excess of 25 percent of the total amount of subcontracts to Section 3 business concerns.

4.0 The undersigned proposer hereby declares:

4.1 The information within this completed form (and any attachments) is, to the best of his/her knowledge, true and accurate.

4.2 He/she is aware that if the Agency discovers that any such information is not true and accurate, such shall allow the Agency to:

4.2.1 NOT award the proposer a Preference; and

4.2.2 If the Agency deems such is warranted (e.g. in the case of submitting information the proposer knows to be untrue), declare such proposer to be nonresponsive and not allow the proposer to receive an award.

4.3 He/she is aware that if he/she receives and award as the result of this competitive solicitation, even though he/she may not receive a Preference from the Agency as

a result of this submittal, he/she will still be required to, to the greatest extent feasible, implement a Section 3 Plan, including a commitment to interview and consider hiring Section 3 persons (most specifically, residents of the Agency) whenever the successful proposer has need to hire additional employees during the term of the ensuing contract.

The undersigned contractor hereby affirms that the foregoing is true and accurate and that he/she hereby agrees to comply as denoted herein.

Signature

Date

Printed Name

Company

RFP ATTACHMENT D
(FORM HUD 5369-C)

Certifications and Representations of Offerors

Non-Construction Contract

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

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

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

(Check the block applicable to you)

- | | |
|---|---|
| <input type="checkbox"/> Black Americans | <input type="checkbox"/> Asian Pacific Americans |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans |
| <input type="checkbox"/> Native Americans | <input type="checkbox"/> Hasidic Jewish Americans |

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

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

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

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

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

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

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

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

RFP ATTACHMENT E
(FORM HUD 5369-B)

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:]

**RFP ATTACHMENT F
(SUPPLEMENTAL INSTRUCTIONS TO PROPOSERS
& CONTRACTORS - SIPC)**

SUPPLEMENTAL INSTRUCTIONS TO PROPOSERS & CONTRACTORS - SIPC

Table of Contents

Section	Description	Page
1.0	General Conditions	67
1.1	Applicability	67
1.2	Definitions	67
2.0	Conditions to Propose	69
2.1	Pre-qualification of Proposers	69
2.2	RFP Forms, Document Specifications, and Drawings	69
2.3	Proposal Preparation, Submission, and Receipt by the Agency	70
2.4	Exceptions to Specifications	72
2.5	Lump Sum Cost Breakdown (LSCB)	72
3.0	Proposal Evaluation	73
3.1	Proposal Opening Results	73
3.2	Award of Proposal(s)	73
3.3	Rejection of Proposals	73
3.4	Cancellation of Award	74
3.5	Mistake in Proposal Submitted	74
3.6	Irregular Proposal Submitted	74
3.7	Disqualification of Proposers	75
3.8	Burden of Proof	76
4.0	Right to Protest	76
4.1	Rights	76
4.2	Administrative Powers	76
4.3	Procedure to Protest	76
5.0	Disputed Billings (Charges)	78
5.1	Procedures	79
6.0	Additional Considerations	79

6.1	Right of Joinder or Piggyback	79
6.2	Non-escalation of Cost	80
6.3	Funding Restrictions and Order Quantities	80
6.4	Required Permits	80
6.5	Taxes	80
6.6	Government Standards	80
6.7	Freight on Bill and Delivery	80
6.8	Communication	81
6.9	Work on Agency Property	81
6.10	Estimated Quantities	81
6.11	Warranty	81
6.12	Official, Agent, and Employees of the Agency not Personally Liable	81
6.13	Subcontractors	82
6.14	Salaries and Expenses Relating to the Contractor's Employees	82
6.15	Attorney's Fees	82
6.16	Independent Contractor	82
6.17	Severability	82
6.18	Waiver of Breach	82
6.19	Time of the Essence	82
6.20	Limitation of Liability	82
6.21	Indemnity	83
6.22	Lobbying Certification	84
6.23	2 CFR §200.326, Appendix II, <i>Contract Provisions for Non-Federal Entity Contracts Under Federal Awards</i>	85
6.24	Additional Federally Required Orders/Directives	90

1.0 GENERAL CONDITIONS.

- 1.1 Applicability.** If referred to within the text of such, these SIPC shall be applicable to all Request for Proposals (RFP) solicitations that the Port Arthur Housing Authority (hereinafter, "the Agency") conducts and shall be applicable to any contract that the Agency awards to or signs with any firm, agency or individual pursuant to that RFP. A copy of these SIPC shall be made available to any actual or prospective proposer, or Contractor who does business with or intends to do business with the Agency.
- 1.1.1 HUD Forms.** Unless otherwise specified within the RFP or contract documents, in the event that any provision in any document listed herein conflicts with any provision within these SIPC, the provision in the RFP or contract document shall govern. Further, in the case of any attached HUD forms, the information within such HUD form(s) shall govern any other information issued, especially that listed within any Agency-created forms that are issued as a part of this solicitation.
- 1.2 Definitions** (pertaining to all RFP documents issued by the Agency pertaining to this RFP, including the attachments and the ensuing contract):
- 1.2.1 "Agency"** is the Port Arthur Housing Authority (NOTE: Please also see the 1st paragraph of the Introduction on page 3 of the RFP 1.0 Document issued). Unless otherwise defined herein or within the ensuing contract, whenever the term "the Agency" is used without clearly designating a responsible Agency staff person, the proposer(s) shall assume that responsibility for that item rests with the CO.
- 1.2.2 "Contract"** refers to the fully executed written agreement that ensues from the RFP. Whereas all RFP documents are included, by reference, as a part of the ensuing contract, when "contract" is referred to within the RFP Document, such is referring to both the RFP documents and the ensuing contract document.
- 1.2.3 "Contracting Officer (CO)"** - When named within an RFP document shall refer to either the ED or the person that he/she has delegated such responsibilities to.
- 1.2.4 "Contractor"** and the term "successful proposer" may be used interchangeably.
- 1.2.5 "Days"** unless otherwise directed, shall refer to calendar days.

- 1.2.6 **"ED"** is the Agency Executive Director.
- 1.2.7 **"Herein"** shall refer to all documents issued pursuant to the noted RFP, including the RFP documents and the attachments.
- 1.2.8 **"HUD"** is the United States Department of Housing and Urban Development. HUD is the Federal agency that the Agency receives some funding from; however, pertaining to this RFP, correspondences, including proposal submittals, received from each proposer must exhaust all provisions contained herein prior to contacting HUD (i.e., in the case of a protest).
- 1.2.9 **"Offer"** is the proposal submittal referred to within the following Section 1.2.14 that the proposer delivers to the Agency in response to the RFP.
- 1.2.10 **"Offeror"** or **"Offerors"** is the proposer or the proposers.
- 1.2.11 **"Parties"** - When "the parties," "both parties," or "either party" is stated within the RFP documents or the contract, such refers to the Agency and the successful proposer(s).
- 1.2.12 **"Proposal"** and/or **"Proposal Submittal"** is the "hard copy" document that the proposer is required to, as detailed within the RFP document, deliver to the Agency.
- 1.2.13 **"Protestant"** is a prospective proposer or proposer who feels that he/she has been treated inequitably by the Agency and wishes the Agency to correct the inequitable condition or situation. To be eligible to file a protest with the Agency pertaining to an RFP or contract, the protestant must have been involved in the RFP process in some manner as a prospective proposer (i.e., registered and received the RFP documents).
- 1.2.14 **"Prospective Proposer"** or **"Proposer"** - A prospective proposer is a firm or individual who has been notified of the RFP solicitation and/or who has requested and/or received the RFP documents and is considering responding with a proposal; a proposer is a firm or individual who has submitted a proposal in response to the RFP. All terms and conditions shall apply equally to all prospective proposers as well as proposers, though prospective proposers may not, after the deadline set for receiving proposals, receive further notices pertaining to that RFP—meaning, certain notices (such as the Notice of Results of Evaluation) are typically only delivered to proposers and not to all prospective proposers.

- 1.2.15** "Request for Proposals" (RFP) is the competitive proposal process allowed by HUD, especially as defined within Chapter 7 of HUD Procurement Handbook 7460.8 REV 2.
- 1.2.16** "RFP Document(s)" - Whether stated in the singular or the plural, such refers to the body of documents, including attachments and the information the Agency makes available to all prospective proposers and wherein is detailed the Agency's requirements.
- 1.2.17** "Solicitation" or "Competitive Solicitation" is the RFP process detailed herein.

2.0 CONDITIONS TO PROPOSE.

- 2.1 Pre-qualification of Proposers.** Prospective proposers will not be required to pre-qualify in order to submit a proposal. However, all proposers will be required to submit adequate information showing that the proposer is qualified to perform the required work (i.e., Profile of Firm Form and required resumes). Failure by the prospective proposer to provide the requested information may, at the Agency's discretion, eliminate that proposer from consideration, provided that all proposers were required to submit the same information (in the case of a successful proposer(s), these requirements shall also apply in the context of the successful proposer or proposers).
- 2.2 RFP Forms, Documents, Specifications, and Drawings.**
- 2.2.1** It shall be each prospective proposer's responsibility to, prior to submitting a proposal in response to the RFP, examine carefully, and as may be required, properly complete and submit all documents issued pursuant to this RFP.
- 2.2.2** Unless otherwise instructed, specifications and drawings (if provided) do not purport to show all 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.
- 2.2.3** The Agency shall reserve the right to, prior to award, revise, change, alter, or amend any of the instructions, terms, conditions, and/or specifications identified within the RFP documents issued, within any attachment or drawing, or within any addenda issued; such notice shall be delivered in writing to each prospective and/or actual proposer. Such

changes that are issued before the deadline for receipt of proposals shall be binding upon all prospective proposers. Such changes that are issued after the receipt of proposals, but prior to award shall be binding upon all parties that have submitted proposals; however, such parties shall be allowed to reject such changes by, within 5 days of receipt of such written notice, withdrawing his/her proposal. Such withdrawal must be delivered, in writing, to the CO within the 5-day deadline period.

2.3 Proposal Preparation, Submission, and Receipt by the Agency.

2.3.1 Required Forms. All required forms furnished by the Agency as a part of the RFP document issued shall, as instructed, be fully completed, and submitted, by the proposer. Such forms may be completed in a legible hand-written fashion, by use of a typewriter, or may be downloaded and completed on a computer. If, during the download, a form becomes changed in any fashion, the proposer must "edit" the form back to its original form (for example, signature lines must appear on the page the line was originally intended to be on).

2.3.2 Manner of Submission. The proposal submittal shall be submitted in the manner detailed within the RFP document. Failure to submit the proposal in the manner specified may result in a premature opening of, post-opening of, or failure to open and consider that proposal, and may, at the discretion of the CO, eliminate that proposer from consideration for award.

2.3.3 Time for Receiving Proposals. Proposals received prior to the time set as the deadline for the receipt by the Agency of the proposal submittal shall be securely kept, unopened, by the Agency. The CO, whose duty it is to open such proposals, will decide when the specified time has arrived. No proposal received after the designated deadline shall be considered, except as detailed within Section No. 6 of form HUD-5369-B (8/93), *Late Submissions, Modifications and Withdrawal of Offers*.

2.3.3.1 Proposers are cautioned that any proposal submittal that may be time-stamped as being received by the Agency after the exact time set as the deadline for the receiving of proposals shall be returned unopened to the proposer. Any such proposals inadvertently opened shall not be considered but shall be ruled to be invalid. No responsibility will attach to the Agency or any official or employee thereof, for the pre-opening of, or the failure to open a proposal not properly addressed and identified.

- 2.3.4 No Public Opening of Proposals.** Pursuant to the competitive proposals or RFP process, proposals are not publicly opened, but are held secure until the submittal deadline has passed. The proposals are then opened in private by the CO (or his/her designee) and are, pursuant to the evaluation plan, examined for minimal responsiveness (i.e., minimum compliance with the requirements of the RFP). Persons other than Agency staff involved in this process are not allowed to be present during the opening, nor may they inspect the proposals until after award has been completed.
- 2.3.5 Withdrawal of Proposals.** Proposals may be withdrawn as detailed within Section 6(h) of form HUD-5369-B (8/93), *Late Submissions, Modifications and Withdrawal of Offers*. Negligence on the part of the proposer in preparing his/her proposal confers no right of withdrawal or modification of his/her proposal after such proposal has been received and opened.
- 2.3.6 Conflicting Conditions.** Any provisions detailed within any of the RFP documents which may be in conflict or inconsistent with any of the paragraphs in any of the other RFP documents, including attachments, shall be void to the extent of any such conflict or inconsistency. Further, as stated within the preceding Section 1.1.1 of this SIPC, unless otherwise specified within the RFP or contract documents, in the event that any provision in any document listed herein conflicts with any provision within this SIPC, the provision in the RFP or contract document shall govern.
- 2.3.7 Interpretations.** No official oral interpretation can be made to any proposer as to the meaning of any instruction, condition, specifications drawing (if any), or any other document issued pertaining to this RFP. Every request for an official interpretation shall be made by the prospective proposer, in writing, pursuant to the schedule set within the RFP document issued and as directed by the Agency. Official interpretations will be issued in the form of addenda, which will be delivered to each proposer; but it shall be the prospective proposer's responsibility to make inquiry as to addenda issued. All such addenda shall become a part of the RFP documents and the proposed contract with the successful proposer, and all proposers shall be bound by such addenda, whether or not received by the prospective or successful proposer(s).

2.4 Exceptions to Specifications.

- 2.4.1** A proposer may take exception to any of the proposal documents, or any part of the information contained therein, by submitting, in writing to the CO, at least 10 days prior to the proposal deadline, a complete and specific explanation as to what he/she is taking exception to. Proposed alternate documents or information must also be included. A response by the Agency will be issued in writing within 5 days of receipt of such exception request. The Agency reserves the right to agree with the prospective proposer and issue a revision to the applicable RFP requirements or may reject the prospective proposer's request.
- 2.4.2** When taking exception, prospective proposers must propose services that meet the requirements of the RFP documents. Exceptions to the specification and/or approved "equal" requests may be discussed at the scheduled pre-proposal conference (if scheduled). All verbal instructions issued by the Agency officers not already listed within the RFP documents shall only become official when issued as addenda or as a written answer issued pursuant to receipt of a written question.

2.5 Lump Sum Cost Breakdown (LSCB).

- 2.5.1** The Agency reserves the right to, at any time, request and receive from any or all proposers a LSCB of any or all the costs proposed during negotiations. The proposal documents constitute an outline of the work to be completed by the proposer. These documents are intended to include all major items, and the lump sum cost breakdown computed therefrom will be the maximum compensation for all work and materials whatsoever furnished by the proposer in order to comply with the proposal documents in their present form, whether or not indicated in the approximate quantities or pertaining to the items of work as listed.

- 2.5.1.1** The purpose of this LSCB will serve the Agency in two distinct areas:

2.5.1.1.1 Prior to award of Proposals. The Agency may request a LSCB for any or all items reflected within the RFP document as "lump sum" for the purpose of determining an unbalanced cost proposal. The CO, using acceptable methods dictated by the industry, shall conduct the analysis.

2.5.1.1.2 After Award. The Agency may request a LSCB for any or all items reflected within the RFP document as "lump sum" for the purpose

of making partial payments to the successful proposer.

2.5.1.1.3 Increase/Decrease. Under no circumstances, may any cost item reflected as “lump sum” be increased and/or decreased as a result of the LSCB analysis.

3.0 PROPOSAL EVALUATION.

3.1 Proposal Opening Results. It is understood by all proposers/prospective proposers that the proposals received are not publicly opened and the results will typically not be a matter of public record until the Agency has concluded all evaluations, has chosen a final top-rated proposer, has completed the award and is ready to issue such results. When the Agency issues such notice, the Agency will inform all proposers as to each proposer’s placement as a result of the evaluation (i.e., 1st, 2nd, 3rd, etc.) and the total points each proposer was awarded as a result of the evaluation.

3.1.1 All proposal documents submitted by the proposers are not necessarily a matter of public record and as a matter of normal course, the proposals submitted by each proposer will not, until after award has been completed, be available to be viewed by any interested parties except as approved by the Agency Legal Counsel (i.e., a proposer will not, prior to completion of award, be allowed to challenge an apparent top-rated proposer by inspecting the proposal that the apparent top-rated proposer submitted). The Agency shall, however, upon request, verify that the proposal documents submitted are/were acceptable.

3.2 Award of Proposal(s). The successful proposer shall be determined by the top-rated responsive and responsible proposer as determined by the evaluation process detailed within the RFP document issued, provided his/her proposal is reasonable, he/she is able to deliver the specified items in a timely manner and it is, in the opinion of the Agency, to the best interests of the Agency to accept the proposal. All proposers will be notified in a timely manner of the results of the evaluation after award has been completed.

3.3 Rejection of Proposals.

3.3.1 The Agency reserves the right, at any time during the proposal process, to reject any or all proposals received. In the case of rejection of all proposals, the Agency reserves the right to advertise for new proposals or to proceed to do the work otherwise, if in the judgment of the Agency, the best interest of the Agency will be promoted.

- 3.3.2** Prospective proposers acknowledge by downloading and receiving the RFP documents and/or by submitting a proposal that the submission of a proposal to the Agency is not a right by which to be awarded that proposal, but merely an offer by the prospective proposer to perform the requirements of the RFP documents in the event the Agency decides to consider an award to that proposer.
- 3.4 Cancellation of Award.** The Agency reserves the right to, without any liability, cancel the award of any proposal(s) at any time before the execution of the contract documents by all parties.
- 3.5 Mistake in Proposal Submitted.**
- 3.5.1** A request for withdrawal of a proposal due to a purported error need not be considered by the Agency unless the same is filed in writing by the proposer within 48 hours after the proposal deadline (proposers may of their own volition withdraw a proposal prior to the submittal deadline). Any such request shall contain a full explanation of any purported error and shall, if requested by the Agency, be supported by the original calculations on which the proposal was computed, together with a certification and notarization thereon that such computation is the original and prepared by the proposer 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 the Agency retains the right to accept or reject any proposal withdrawal for a mistake.
- 3.5.2** Unless otherwise prohibited within the RFP documents, a mistake in the cost unit pricing that does not affect the total cost sum submitted may, at the Agency's discretion, be corrected by submitting a corrected cost form, together with a complete explanation in writing, of how the mistake occurred, to the CO, for his/her review. This mistake must be corrected before the issuance of contract documents.
- 3.6 Irregular Proposal Submittal.** A proposal shall be considered irregular for any one of the following reasons, any one or more of which may, at the Agency's discretion, be cause for rejection:
- 3.6.1** If the forms furnished by the Agency are not used or are altered or if the proposed costs are not submitted as required and where provided (especially prior to the submittal deadline).
- 3.6.2** If all requested completed attachments do not accompany the proposal submitted.

3.6.3 If there are unauthorized additions, conditional or alternate proposals, or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning or give the proposer submitting the same a competitive advantage over other proposers.

3.6.4 If the proposer adds any provisions reserving the right to accept or reject any award or to enter into a contract pursuant to an award.

3.7 Disqualification of Proposers. Any one or more of the following shall be considered as sufficient for the disqualification of a proposer and the rejection of his/her proposal:

3.7.1 Evidence of collusion among prospective proposers. Participants in such collusion will receive no recognition as proposers for any future work of the Agency until such participant shall have been reinstated as a qualified proposer. The names of all participants in such collusion shall be reported to HUD and any other inquiring governmental agency.

3.7.2 More than one proposal for the same work from an individual, firm, or corporation under the same or different name(s), unless such was specifically allowed by the Agency within the proposal documents issued, including by addendum.

3.7.3 Lack of competency, lack of experience and/or lack of adequate machinery, plant, and/or other resources.

3.7.4 Documented unsatisfactory performance record as shown by past work for the Agency or with any other local, State or Federal agency, judged from the standpoint of workmanship and progress.

3.7.5 Incomplete work, which in the judgment of the Agency, might hinder or prevent prompt completion of additional work, if awarded.

3.7.6 Failure to pay or satisfactorily settle all bills due on former contracts still outstanding at the time of letting.

3.7.7 Failure to comply with any qualification requirement of the Agency.

3.7.8 Failure to list, if required, all subcontractors (if subcontractors are allowed by the Agency) who will be employed by the successful proposer(s) to complete the work of the proposed contract.

3.7.9 As required by the RFP documents, failure of the successful proposer to be properly licensed by the State of Texas and/or to be insured by a general liability and/or worker's compensation policy.

3.7.10 Any legal reason to be determined, in good faith, to be in the best interests of the Agency.

3.8 Burden of Proof. If requested by the Agency, it shall be the responsibility of the proposer(s) to furnish the Agency with sufficient data or physical samples, within a specified time, so that the Agency may determine if the goods or services offered conform to the Specifications.

4.0 RIGHT TO PROTEST.

4.1 Rights. Any prospective or actual proposer, offeror, or Contractor who is allegedly aggrieved in connection with the solicitation of a proposal or award of a contract, shall have the right to protest. 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.

4.1.1 An alleged aggrieved "protestant" is a prospective or actual proposer who feels that he/she has been treated inequitably by the Agency and wishes the Agency to correct the alleged inequitable condition or situation. To be eligible to file a protest with the Agency pertaining to an RFP or contract, the alleged aggrieved protestant must have been involved in the RFP process in some manner as a prospective proposer (i.e., registered and received the RFP documents) when the alleged situation occurred. The Agency has no obligation to consider a protest filed by any party that does not meet these criteria.

4.2 Administrative Powers. It is totally within the administrative powers of the ED to grant or deny any requests for administrative appeal. If, in the opinion of the ED, the alleged aggrieved protestant merits an administrative review, the ED shall direct that alleged aggrieved protestant to submit additional data.

4.3 Procedure to Protest. An alleged aggrieved protestant shall comply with the following protest procedures, and failure to comply in the manner prescribed shall automatically relieve the Agency from accepting or considering that protest:

4.3.1 Protest Document. The alleged aggrieved protestant must file, in writing, to the CO the exact reason for the protest, attaching any supportive data. The protestant must state within the written protest document specifically (not by inference) what action by the Agency or condition is being protested as inequitable, making, where appropriate specific reference to the RFP documents issued. The protest document must also state the corrective action requested. Failure by the alleged aggrieved protestant to fully submit such information shall relieve the Agency from any responsibility to consider the protest and take any corrective action.

4.3.2 Deadlines. The written instrument containing the reason for the protest must be received by the CO within 10 days after the occurrence of any of the following:

4.3.2.1 The deadline for receiving proposals; or,

4.3.2.2 Receipt of notification of the results of the evaluation or the award; or,

4.3.2.3 The alleged aggrieved protestant knows or should have known the facts.

4.3.3 Time Limit. In any case, protests shall be filed no more than 10 days after any of the above (unless the occurrence being protested occurred in its entirety after the proposal deadline). Protests received after these dates shall not be considered.

4.3.4 CO Review/Issue Opinion. The CO shall review the written protest and supportive data, if any. He/she shall, within 10 days after receipt of the written protest, issue a written opinion and decision. This document shall state the reasons for the action taken as well as inform the alleged aggrieved protestant of the right of further administrative review. A copy of this written opinion and decision shall be forwarded to the ED.

4.3.5 Administrative Appeal. If the alleged aggrieved protestant does not agree with the written opinion and decision issued by the CO, the alleged aggrieved protestant may, after receipt of the written opinion and decision issued by the CO request an administrative appeal hearing be granted (such request must be delivered in writing to the CO within 5 days of receipt of the written opinion and decision; failure to do so within such 5 days shall relieve the Agency of any responsibility to consider such request). The following procedures must be complied with in the manner prescribed; failure by the alleged aggrieved protestant to comply shall automatically relieve the Agency from accepting or acting on that request for administrative hearing:

4.3.5.1 The alleged aggrieved protestant must file, in writing, his/her request for an administrative hearing, to the ED, within 5 days of receipt of the written opinion and decision and failure to do so within such 5 days shall relieve the Agency of any responsibility to consider such request.

4.3.5.2 The request for an administrative appeal hearing must contain the specific reasons for the appeal and all supporting data for those reasons.

- 4.3.5.3 It shall be within the administrative powers of the ED to, after review of the request submitted, grant, or deny any request for administrative appeal.
- 4.3.5.4 If the ED, after complete review of the alleged aggrieved protestant's written request and supporting data, decides that the request does not merit further consideration, he/she shall render his/her decision in writing to the alleged aggrieved protestant. A decision rendered under this paragraph shall be made within 10 days after the receipt of the alleged aggrieved protestant's request for an administrative hearing. This decision shall be final without further administrative recourse.
- 4.3.5.5 If the ED, after review of the alleged aggrieved protestant's written request, decides that the request merits further consideration, he/she shall forward the protestant's written request, along with a cover letter explaining why it merits further consideration and with a recap of all proposals submitted and a copy of the original written protest, to the Agency Legal Counsel for consideration. The Agency Legal Counsel shall issue to the alleged aggrieved protestant a decision, in writing, within 10 days of his/her receipt of such documents.
- 4.3.5.5 Such written decision delivered to the alleged aggrieved protestant shall exhaust the Agency internal protest and administrative appeal process available to the alleged aggrieved protestant.

5.0 DISPUTED BILLINGS (CHARGES).

5.1 Procedures. In addition to the procedures detailed within Clause No. 7 of Contract Appendix No. 1, form HUD-5370-C (01/2014), *General Conditions for Non-Construction Contracts, Section I—(With or without Maintenance Work)*, in the event that the Agency disputes any portion of its billing(s), the Agency shall pay the undisputed portion of such billing and initiate the dispute-resolving procedures, as follows:

5.1.1 The Agency's representative shall, within 10 days after the Agency's receipt of such billing, formally notify the Contractor's representative of all particulars pertaining to the dispute, and request that he/she investigate and respond to this issue.

- 5.1.2 If such dispute cannot be resolved by the Contractor's response, within 10 days after such notification is given, the CO and the Contractor's representative shall meet to discuss the matter and attempt to arrive at a resolution.
- 5.1.3 If the CO and the Contractor's representative are unable to resolve the dispute through such discussion within 10 days, the Agency shall, within 10 days thereafter, either (NOTE: Within the following, "appropriate," at the sole decision and discretion of the Agency):
 - 5.1.3.1 Pay the disputed charges and reserve the right to submit the matter to the appropriate District Court in the State of Texas; or,
 - 5.1.3.2 Not pay the disputed charge and submit the matter to the appropriate district court in the State of Texas; or,
 - 5.1.3.3 Not pay the disputed charge and allow the Contractor to submit the matter either to the appropriate District Court in the State of Texas.

6.0 ADDITIONAL CONSIDERATIONS.

6.1 Right of Joinder or Piggyback.

- 6.1.1 Any political subdivision within the State of Texas (or any other State) may be granted the privilege of joining the awarded contract, only at the option of the successful proposer. If the successful proposer so grants such a privilege, the terms and conditions of the RFP documents, including the ensuing contract, may be passed on to the joining political subdivision by the successful proposer.
- 6.1.2 The successful proposer shall retain the unilateral right to allow or disallow any political subdivision the privilege of joining the awarded contract. In the event the successful proposer allows another political subdivision to join the Agency contract, it is expressly understood that the Agency shall in no way be liable for the joining political subdivision obligations to the successful proposer in any manner whatsoever.

- 6.2 **Non-escalation of Costs.** Unless otherwise specified within the RFP documents, the unit prices reflected on the contract shall remain firm with no provision for price increases during the term of the contract.

- 6.3 Funding Restrictions and Order Quantities.** The Agency reserves the right to reduce or increase estimated or actual quantities in whatever amount necessary without prejudice or liability to the Agency, if:
- 6.3.1** Funding is not available; or,
 - 6.3.2** Legal restrictions are placed upon the expenditure of monies for this category of service or supplies; or,
 - 6.3.3** The Agency's requirements in good faith change after award of the contract.
- 6.4 Required Permits.** Unless otherwise stated in the RFP documents, all local, State or Federal permits which may be required to provide the services ensuing from award of this RFP, whether or not they are known to either the Agency or the proposers at the time of the proposal submittal deadline or the award, shall be the sole responsibility of the successful proposer and any costs submitted by the proposer shall reflect all costs required by the successful proposer to procure and provide such necessary permits.
- 6.5 Taxes.** All persons doing business with the Agency are hereby made aware that the Agency is exempt from paying Texas State Sales and Use Taxes and Federal Excise Taxes. A letter of Tax Exemption will be provided upon request.
- 6.6 Government Standards.** It is the responsibility of the prospective proposer to ensure that all items and services proposed conform to all local, State and Federal laws concerning safety (OSHA) and environmental control (EPA and any local Pollution Regulations for the jurisdictions that the Agency has housing within) and any other enacted ordinance, code, law, or regulation. The successful proposer 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 proposer for time or monies lost due to violations of any such ordinance, code, law, or regulations that may occur.
- 6.7 Freight on Bill and Delivery.** All costs submitted by the successful proposer shall reflect the cost of delivering the proposed items and/or services to the location(s) specified within the RFP documents or within the contract.
- 6.7.1** The successful proposer 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 proposer. Upon default, the successful proposer agrees that the Agency may, at its option, rescind the finalized contract under

the default clause herein and seek compensatory damages as provided by law.

- 6.8 Communication.** If during the period of the contract, it is necessary that the Agency place toll or long-distance telephone calls or telegrams in connection therewith (for complaints, adjustments, shortages, failure to deliver, etc.), it is understood that the successful proposer will bear the charge or expense for all such calls and/or telegrams.
- 6.9 Work on Agency Property.** If the successful proposer's work under the contract involves operations by the successful proposer on Agency premises, the successful proposer shall take all necessary precautions to prevent the occurrence of any injury to persons or property during the progress of such work and, except to the extent that any such injury is caused solely and directly by the Agency's negligence, shall indemnify the Agency, and their officers, agents, servants and employees against all loss which may result in any way from any act or omission of the successful proposer, its agents, employees, or subcontractors.
- 6.10 Estimated Quantities.** Unless otherwise stated within the RFP documents, the quantities reflected within the RFP documents, to the best of the Agency's knowledge, reflect projected consumption data. These quantities are not meant to infer or imply actual consumption figures or quantities that will be purchased by the Agency under the finalized contract; but, pursuant to all RFP documents, these quantities will be used as calculation figures to determine the successful proposer.
- 6.11 Warranty.**
- 6.11.1** The services provided under the contract shall conform to all information contained within the RFP 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.
- 6.11.1** The liability of the successful proposer to the Agency (except as to title) arising out of the furnishing of the services or of its use under the terms of the contract shall not exceed the correcting of the defect(s) in the services as provided under the contract, and upon expiration of the warranty period all such liability shall terminate except under the warranty for merchantability and the warranty of fitness for a particular purpose.
- 6.12 Official, Agent and Employees of the Agency 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 Agency in any way be personally liable or responsible for any covenant or agreement herein contained, whether either expressed or

implied, nor for any statement, representation or warranty made herein or in any connection with this agreement.

- 6.13 Subcontractors.** Unless otherwise stated within the RFP documents, the successful proposer may not use any subcontractors to accomplish any portion of the services described within the RFP documents or the contract without the prior written permission of the CO.
- 6.14 Salaries and Expenses Relating to the Contractor's Employees.** Unless otherwise stated within the RFP documents, the successful proposer 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 proposer 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.
- 6.15 Attorney's Fees.** In the event that one party commences litigation hereto against the other in connection with the enforcement of any provision of this agreement, the prevailing party shall be paid by the losing party all court costs and other expenses of such litigation, including attorneys' fees, in a reasonable amount, to be determined by the court. The amount so allowed as attorneys' fees shall be taxed to the losing party as costs of the suit, unless prohibited by law.
- 6.16 Independent Contractor.** Unless otherwise stated within the RFP documents or the contract, the successful proposer 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.
- 6.17 Severability.** If any provision of this agreement or any portion or provision hereof applicable to any particular situation or circumstance is held valid, 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.
- 6.18 Waiver of Breach.** A waiver of either party of any terms or condition 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.
- 6.19 Time of the Essence.** Time is of the essence under this agreement as to each provision in which time of performance is a factor.
- 6.20 Limitation of Liability.** In no event shall the Agency be liable to the successful proposer for any indirect, incidental, consequential, or exemplary damages.

6.21 Indemnity.

6.21.1 The successful proposer shall protect, indemnify and hold the Agency, its officers, employees, agents, consulting engineers and other retained consultants harmless from and against any and all claims, damages, losses, suits, actions, decrees, judgments, attorney's fees, court costs and other expenses of any kind or character which the Agency, its officers, employees, agents, consulting engineers or other retained consultants may suffer, or which may be sought against, recovered from or obtainable against the Agency, its officers, employees, agents, consulting engineers or other retained consultants such as:

6.21.1.1 As a result of, or by reason of, or arising out of, or on account of, or in consequence of any act or failure to act on the part of the successful proposer, its subcontractors or agents, or anyone directly or indirectly employed by any subcontractor or agent, in the fulfillment or performance of the terms, conditions or covenants that are contained in this contract or agreement, regardless of whether or not the occurrence which gave rise to such claim, damage, loss, suit, action, judgment or expense was caused, in part, by any party indemnified hereunder; or

6.21.1.2 As a result of, or by reason of, or arising out of, or on account of, or in consequence of, any neglect in safeguarding the work; or

6.21.1.3 Through the use of unacceptable materials or products, or both, which may be defective or manufactured, designed, or installed so as to give rise to a claim; or

6.21.1.4 Because of any claim or amount recovered under the Texas "Industrial Insurance Act", or any other law, ordinance, or decree, which claim, or recovery, arose out of or is attributable to any act or failure to act on the part of the successful proposer in the fulfillment or performance of the terms, conditions and covenants that are contained in this contract. Any money due by the successful proposer under and by virtue of this contract which is considered necessary by the Agency for such purpose, may be retained by the Agency for its protection; or in case no money is due, its surety may be held until all such claims, damages, losses, suits, actions, decrees, judgments, attorney's fees and court

costs and other expenses of any kind or character as aforesaid shall have been settled and suitable evidence to that effect furnished to the Agency provided, however, that money due the successful proposer will not be withheld when the successful proposer produces satisfactory evidence that it is adequately protected by public liability and property damage insurance, if required.

6.21.2 In this connection, it is expressly agreed that the successful proposer shall, at its own expense, defend the Agency, its officers, employees, agents, consulting engineers and other retained consultants, against any and all claims, suits or actions which may be brought against them, or any of them, as a result of, or by reason of, or arising out of, or on account of, or in consequence of any act or failure to act the consequences of which the successful proposer has indemnified the Agency, its officers, employees, agents, consulting engineers and other retained consultants against, and if the successful proposer shall fail to do so, the Agency shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs of such defense to the successful proposer including attorney's fees and court costs; provided, however, that if the forum in which such claim suit or action is heard determines that the occurrence that gave rise to the same was caused, in whole or in part, by any party who is indemnified hereunder, the Agency shall reimburse the successful proposer for all, or the indemnified party's proportionate share, as the case may be, of the costs of such defense.

6.21.2 Reimbursement to the successful proposer by the Agency, in whole or in part, for the costs of protecting traffic shall not serve to relieve the successful proposer of its responsibility as set forth in the RFP documents.

6.21.3 The successful proposer guarantees the payment of all just claims for materials, supplies and labor, and all other just claims against it or any subcontractor, in connection with the contract.

6.22 Lobbying Certification. By proposing to do business with the Agency or by doing business with the Agency, each proposer certifies the following:

6.22.1 No Federal appropriated funds have been paid or will be paid, by or on behalf of the proposer, 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 any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

6.22.2 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 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 – LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.

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

6.22.4 This clause is a material representation of fact upon which reliance was placed when the award was made or 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.

6.23 **2 CFR §200.326, Appendix II, *Contract Provisions for Non-Federal Entity Contracts Under Federal Awards*.** Pursuant to this CFR, as issued by the Office of the U.S. Secretary of HUD, the Agency, and the Contractor each agree to comply with the following provisions and agree that any contract that ensues as a result of this RFP will include the following clauses, whether inserted or by reference:

6.23.1 Remedies for Contractor Breach. Pertaining to contract-related issues, it is the responsibility of both the Agency and the Contractor to communicate with each other in as clear and complete a manner as possible. If at any time during the term of this contract the Agency or the Contractor is not satisfied with any issue, it is the responsibility of that party to deliver to the other party communication, in writing, fully detailing the issue and corrective action (please note that the Agency has the right to issue unilateral addendums to this contract, but the Contractor does not have the same right). The other party shall, within 10 days, respond in writing to the other party (however, the Agency shall

retain the right to, if conditions warrant, require the Contractor to respond in a shorter period of time). Further, the Agency shall, at a minimum, employ the following steps in dealing with the Contractor as to any performance issues:

- 6.23.1.1** If the Contractor is in material breach of the contract, the Agency may promptly invoke the termination clause detailed within Section No. 3 of Contract Appendix No. 1, form HUD-5370-C (01/2014), *General Conditions for Non-Construction Contracts, Section I—(With or without Maintenance Work)*, which form is attached hereto, and terminate the contract for cause. Such termination must be delivered to the Contractor in writing and shall fully detail all pertinent issues pertaining to the cause of and justification for the termination.
- 6.23.1.2** Prior to termination, the Agency may choose to warn the Contractor, verbally or in writing, of any issue of non-compliant or unsatisfactory performance. Such written warning may include placing the Contractor on probation, thereby giving the Contractor a certain period of time to correct the deficiencies or potentially suffer termination. The Agency shall maintain in the contract file a written record of any such warning detailing all pertinent information. If the Contractor does not agree with such action, the Contractor shall have 10 days to dispute or protest, in writing, such action; if he/she does not do so within the 10-day period, he/she shall have no recourse but to accept and agree with the Agency's position on the issue. The written protest must detail all pertinent information pertaining to the dispute, including justification detailing the Agency's alleged incorrect action(s).
- 6.23.1.3** After termination, if the Contractor does not agree with the Agency's justification for the termination, the Contractor shall have 10 days to dispute, in writing, such action; if he/she does not do so within the 10-day period, he/she shall have no recourse but to accept and agree with the Agency's position on the issue. The written protest must detail all pertinent information pertaining to the dispute, including justification detailing the Agency's alleged incorrect action(s).
- 6.23.1.4** The response to any protest received shall be conducted in accordance with Section No. 4.0 of this document.

- 6.23.2 Termination for Cause and Convenience.** For all contracts in excess of \$10,000, as detailed within Clause No. 3 of Contract Appendix No. 1, form HUD-5370-C (01/2014), *General Conditions for Non-Construction Contracts, Section I—(With or without Maintenance Work)*, attached hereto. In addition to the immediate-foregoing, if the Agency terminates the Contractor for convenience, the Agency is obligated to, as detailed within Section 11.6.C.2 of HUD Procurement Handbook 7460.8 REV 2, negotiate with and pay to the Contractor a “reasonable allowance for profit” for the remainder of the contracted period.
- 6.23.3 Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- 6.23.4 Davis-Bacon Act, as amended (40 U.S.C.3141–3148).** When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C.3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors [are] required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors [are] required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the **Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29**

CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- 6.23.5 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708).** Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or *contracts for transportation or transmission of intelligence*.
- 6.23.7 Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- 6.23.8 Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—**Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with

all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C.1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- 6.23.9 Energy Efficiency.** Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- 6.23.10 Debarment and Suspension (Executive Orders 12549 and 12689)**— A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 6.23.11 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 6.23.12 §200.322 Procurement of recovered materials.** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only 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, where the purchase price of the item exceeds \$10,000 or

the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

6.24 Additional Federally Required Orders/Directives. Both parties agree that they will comply with the following laws and directives that the Agency has received from HUD and that these same clauses will be a part of any contract that ensues as a result of this RFP:

6.24.1 Executive Order 11061, as amended, which directs the Secretary of HUD to take all action which is necessary and appropriate to prevent discrimination by agencies that utilize federal funds.

6.24.2 Public Law 88-352, Title VI of the Civil Rights Act of 1964, which provides that no person in the United States shall, on the basis of race, color, national origin, or sex, be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity which receives federal financial assistance. The Agency hereby extends this requirement to the Contractor and its private contractors. Specific prohibited discriminatory actions and corrective actions are described in Chapter 2, Subtitle C, Title V of the Anti-Drug Abuse Act of 1988 (42 U.S.C. 19901 et. seq.).

6.24.3 Public Law 90-284, Title VIII of the Civil Rights Act of 1968., popularly known as the Fair Housing Act, which provides for fair housing throughout the United States and prohibits any person from discriminating in the sale or rental of housing, the financing of housing or the provision of brokerage services, including in any way making unavailable or denying a dwelling to any person because of race, color, religion, sex, or national origin. Pursuant to this statute, the Agency requires that the Contractor administer all programs and activities, which are related to housing and community development in such a manner as affirmatively to further fair housing.

6.24.4 The Age Discrimination Act of 1975, which prohibits discrimination on the basis of age.

6.24.5 Anti-Drug Abuse Act of 1988 (42 U.S.C. 11901 et. seq.).

6.24.6 HUD Information Bulletin 909-23 which is the following:

6.24.6.1 Notice of Assistance Regarding Patent and Copyright Infringement; and,

6.24.6.2 Clean Air and Water Certification; and

6.24.6.3 Energy Policy and Conversation Act.

6.24.7 The mentioned herein of any statute or Executive Order is not intended as an indication that such statute or Executive Order is necessarily applicable not is the failure to mention any statute or Executive Order intended as an indication that such statute or Executive Order is not applicable. In this connection, therefore each provision of law and each clause, which is required by law to be inserted in this agreement, shall be deemed to have been inserted herein, and this agreement 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.

RFP ATTACHMENT G
(SAMPLE CONTRACT FORM)

SAMPLE CONTRACT FORM

INTRODUCTION

This contract by and between the **Port Arthur Housing Authority** (hereinafter “the Agency”), and _____, (hereinafter “the Contractor”) is hereby entered into this ____ day of _____, 2025.

Services pursuant to this contract shall begin on the ____ day of _____, 2025, and shall end on the ____ day of _____, 2026, unless otherwise extended, modified, terminated, or renewed by the parties as provided for within this contract. Unless otherwise detailed herein, all references to “days” shall be calendar days (in the case that the last day referenced falls on a Saturday, Sunday, or legal holiday, then the period of time shall be automatically extended to include the next workday). Also, whenever the term "herein" is referred to, such refers to this contract form, the appendices, and all listed attachments.

1.0 Definitions.

- 1.1 **Contracting Officer (CO).** The Agency Contracting Officer, typically the Agency Executive Director, but may be another person delegated such authority by the ED.
- 1.2 **Executive Director (ED).** The Agency ED.
- 1.3 **Housing Authority.** Any reference herein or within any Appendix to the “Housing Authority” or the "HA" shall be interpreted to mean the same as the Agency.
- 1.4 **Request for Proposals (RFP).** A competitive solicitation process conducted by the Agency wherein award was completed to the top-rated responsive and responsible proposer.

2.0 Services and Payment.

- 2.1 **Scope of Services.** The services provided pursuant to this contract generally consist of those services for the Agency as described herein and within the Appendices. Said services shall be provided on the dates and times determined by the Agency at the designated Agency community and facilities. In addition, the Agency shall retain the right to implement and/or enforce any item issued as a part of RFP No. P25002.
- 2.2 Provisions of any and all Work (Task Orders). **The Contractor shall not begin any additional work (other than that already detailed herein) without the receipt of a completed Contract Task Order from the authorized Agency representative. This Task Order may take the form of an e-mail.**
- 2.3 Cost/Value of Services.

2.3.1 Contract Value. The current total Not-To-Exceed (NTE) value of this contract is:

\$ __, __. __

2.3.1.1 The Contractor exceeds the NTE amount at his/her own risk. The Contractor is under no obligation to provide additional services that would cause the Contractor's fees to exceed the NTE amount without prior revision of this amount by written change order. Further, the Agency reserves the right to amend this amount (increase/decrease) at any time during the ensuing contract period(s) when the Agency determines doing so is in its best interests.

2.4 Renewal Options. This contract is initially executed for the period of 1 year with the option, at the Agency's discretion, of 4 additional one-year option periods, for a maximum total of 5 years.

2.5 Time Performance. The Contractor will complete each assigned task as assigned by the Agency.

2.6 Billing Method.

2.6.1 To receive payment for services rendered pursuant to this contract the Contractor shall submit a fully completed invoice for work previously performed to:

**Agency Administrative Office
Attention: Accounts Receivable
920 DeQueen Boulevard, Port Arthur, TX 77640**

2.6.2 At a minimum, the invoice shall detail the following information:

2.6.2.1 Unique invoice number;

2.6.2.2 Contractor's name, address, and telephone number;

2.6.2.3 Date of invoice and/or billing period;

2.6.2.4 Applicable Contract No.;

2.6.2.5 Applicable Purchase Order No.;

2.6.2.6 Brief description of services rendered, including applicable time-frame, total hours being billed for each service at each detailed site, and at the approved rate (may be submitted in the form of a report);

2.6.2.7 Task Order, approved by the Agency CEO; and

2.6.2.8 Total dollar amount being billed.

2.6.3 The Agency will pay each such properly completed invoice received on a Net/30 basis. Any invoice received not properly completed will not be paid unless and/or until the Contractor complies with the applicable provisions of this contract.

3.0 *Agency's Obligations. Pursuant to this contract, the Agency agrees to provide the specific services detailed herein and shall be responsible for the following:*

3.1 The Agency agrees to not provide to the Contractor any Task Order assigning work to the Contractor without the prior approval of the ED.

4.0 **Contractor's Obligations.** Pursuant to this contract, the Contractor agrees to provide the specific services detailed herein and shall be responsible for the following:

4.1 Supervision and Oversight. **The Contractor shall be solely responsible for providing supervision and oversight to all the Contractor's personnel that are assigned to the Agency properties pursuant to this contract.**

4.2 **Qualified Personnel.** The Contractor warrants and represents that it will assign only qualified personnel to perform the services outlined herein and within the appendices. For the purposes of this contract, the term "qualified personnel" shall mean those personnel that have been investigated, tested, and trained in the manner described within this contract and, as proposed by the Contractor within its proposal or as provided by the Contractor during the Contractor's normal conduct of business.

4.3 **Compliance with Federal and State Laws.** All work performed by the Contractor, pursuant to this contract, shall be done in accordance with applicable all Federal, State, and local laws, regulations, codes, and ordinances.

4.4 **Insurance Requirements.**

4.4.1 **Indemnity.** The complete indemnity requirements are detailed within Section 11.19 herein.

4.4.2 **Insurances.** In this regard, the Contractor shall maintain the following insurance coverage during the effective term(s) of this contract:

- 4.4.2.1 General Liability Insurance.** An original certificate evidencing General Liability coverage, naming the Agency as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the Agency as an additional insured under said policy (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000, together with damage to premises and fire damage of \$50,000 and medical expenses any one person of \$5,000), with a commercially reasonable deductible (i.e., “commercially reasonable,” meaning not greater than 1% of the “general aggregate minimum” of the policy, with a maximum deductible amount of \$50,000);
- 4.4.2.2 Professional Liability Insurance.** An original certificate showing the proposer's professional liability and/or "errors and omissions" coverage (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000), with a commercially reasonable deductible (i.e., “commercially reasonable,” meaning not greater than 1% of the “general aggregate minimum” of the policy), with a maximum deductible amount of \$50,000);
- 4.4.2.3 Automobile Liability Insurance.** Automobile Liability coverage in a combined single limit of \$1,000,000. For every vehicle utilized during the term of this contract, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$100,000/\$300,000 and medical pay of \$5,000, with a deductible not greater than \$5,000.
- 4.4.2.4 Worker's Compensation Insurance.** Worker's compensation coverage evidencing carrier and coverage amount.
- 4.4.2.5 Certificates/Endorsements.** The Contractor shall provide to the Agency with current certificate(s)/endorsement(s) evidencing the insurance coverage referenced above. Failure to maintain the above-reference insurance coverage, including naming the Agency as an additional insured (where appropriate) during the term(s) of this contract shall constitute a material breach thereof. Insurance certificate(s)/endorsement(s) shall be delivered to the following person representing the Agency:

**Agency Administrative Office
Attention: Yolanda Wiltz, Procurement Officer
920 DeQueen Boulevard, Port Arthur, TX 77640**

- 4.5 Licensing.** The Contractor shall also provide to the Agency a copy of any required licenses. Failure to maintain these licenses in a current status during the term(s) of this contract shall constitute a material breach thereof.
- 4.6 Financial Viability and Regulatory Compliance.**
- 4.6.1** The Contractor warrants and represents that its corporate entity is in good standing with all applicable federal, state, and local licensing authorities and that it possesses all requisite licenses to perform the services required by this contract. The Contractor further warrants and represents that it owes no outstanding delinquent federal, state, or local taxes or business assessments.
- 4.6.2** The Contractor agrees to promptly disclose to the Agency any IRS liens or insurance or licensure suspension or revocation that may adversely affect its capacity to perform the services outlined within this contract. The failure by the Contractor to disclose such issue to the Agency in writing within 5 days of such notification received will constitute a material breach of this contract.
- 4.6.3** The Contractor further agrees to promptly disclose to the Agency any change of more than 50% of its ownership and/or any declaration of bankruptcy that the Contractor may undergo during the term(s) of this contract. The failure of the Contractor to disclose any change of more than 50% of its ownership and/or its declaration of bankruptcy within 5 days of said actions shall constitute a material breach of this contract.
- 4.6.4** All disclosures made pursuant to this section of the contract shall be made in writing and submitted to Agency within the time periods required herein.
- 4.7 Confidentiality.** The Contractor, in connection with performing his/her services hereunder, will have access to or may be provided certain confidential information concerning the Agency and agrees that any information concerning the finances, accounting practices, business, client, client lists, property information, client data, records of the Agency or any other information which a reasonable person could conclude that should remain confidential (collectively Confidential Information), will not be disclosed to any party and without limitation, any employee of the Agency or any client or potential client of the Agency at any time, except for the Contractor's legal counsel, accounts, or financial advisors, who will also hold such Confidential Information in confidence. The Contractor acknowledges that the information is being provided with the sole understanding that all Confidential Information will remain confidential and will be held in the strictest confidence. The Contractor further acknowledges that any disclosure of the Confidential Information, whether intentional or inadvertent, may harm the

Agency. The Agency will have the right to enforce this Contract by specific performance, as well as hold the Contractor liable for any damages caused by any disclosure of any Confidential Information, whether intentional or inadvertent. The Contractor agrees that he has received valuable consideration for the entering into of this Contract and agrees to be bound all of its terms and conditions. This Contract will be binding on the Contractor and any attorney, accountant, financial advisor who also may be provided Confidential Information.

4.8 No Smoking on Agency Property. The Agency has implemented a No Smoking policy on all its properties. Accordingly, the Contractor shall ensure that it's employees or other persons brought or allowed onsite by the Contractor shall not utilize any smoking materials on Agency property at any time.

5.0 Modification. This contract shall not be modified, revised, amended, or extended except by written addendum, preferably executed by both parties, but the Agency shall retain the right to issue a unilateral addendum (pursuant to HUD regulation, the Contractor shall not have the same right). The Agency acknowledges that such "unilateral addendum" must not be otherwise in conflict with the current requirements already stated within this contract, or any appendix attached thereto, or in conflict with any relevant regulation or law; in either case, if a unilateral addendum is issued in conflict with the current requirements of the contract, and the amended conditions are deemed necessary by the Agency, and if the amended conditions cause the Contractor to be required to provide additional services, the Agency will negotiate suitable additional compensation to the Contractor to compensate the Contractor for the additional work caused by the unilateral addendum issued (such "additional compensation" shall be negotiated pursuant to the approved hourly rate that the Contractor proposed in response to the RFP).

6.0 Severability. The invalidity of any provision of this contract, as determined by a court of competent jurisdiction and/or HUD, shall in no way affect the validity of any other provision herein.

7.0 Applicable Laws.

7.1 Compliance with Federal and State Laws. **All work performed by the Contractor, pursuant to this contract, shall be done in accordance with applicable all Federal, State, and local laws, regulations, codes, and ordinances.**

7.2 Jurisdiction of Law. The laws of the State of Texas shall govern the validity, construction, and effect of this contract, unless said laws are superseded by, or in conflict with applicable federal laws and/or federal regulations. This contract will be binding upon the parties, their heirs, beneficiaries, and devisees of the parties hereto. The parties agree that the courts of Port Arthur, TX is the appropriate forum for any action relating to this contract. Should any party hereto retain counsel for

the purpose of initiating litigation or arbitration to enforce, prevent the breach of any provision hereof, or for any other judicial remedy, then the prevailing party shall be entitled to be reimbursed by the losing party for all costs and expenses incurred thereby, including, but not limited to, reasonable attorney's fees and costs incurred by such prevailing party. This contract may be signed in counterparts.

8.0 *Notices, Invoices, and Reports.*

8.1 All notices, reports and/or invoices submitted to the Agency by the Contractor pursuant to this contract shall be in writing and delivered to the attention of the following person representing the Agency:

**Agency Administrative Office
Attention: Accounts Receivable
920 DeQueen Boulevard, Port Arthur, TX 77640**

or, if appropriate, e-mailed to: **yolanda.wiltz@pahousing.org.**

8.2 All notices submitted to the Contractor pursuant to this contract shall be in writing and mailed to the attention of:

or, if appropriate, shall be e-mailed to: _____@_____.

9.0 **Disputed Billings (Charges).**

9.1 **Procedures:** In addition to the procedures detailed within Clause No. 7 of Contract Appendix No. 1, form HUD-5370-C (01/2014), *General Conditions for Non-Construction Contracts, Section I — (With or without Maintenance Work)*, in the event that the Agency disputes any portion of its billing(s), the Agency shall pay the undisputed portion of such billing and initiate the dispute-resolving procedures, as follows:

9.1.1 The Agency's representative shall, within 10 days after the Agency's receipt of such billing, formally notify the Contractor's representative of all particulars pertaining to the dispute, and request that he/she investigate and respond to this issue.

9.1.2 If such dispute cannot be resolved by the Contractor's response, within 10 days after such notification is given, the CO and the Contractor's representative shall meet to discuss the matter and attempt to arrive at a resolution.

9.1.3 If the CO and the Contractor’s representative are unable to resolve the dispute through such discussion within 10 days, the Agency shall, within 10 days thereafter, either (herein, “appropriate,” at the sole decision and discretion of the Agency):

9.1.3.1 Pay the disputed charges and reserve the right to submit the matter to the appropriate court in the City of Port Arthur, Texas; or,

9.1.3.2 Not pay the disputed charge and submit the matter to the appropriate court in the City of Port Arthur, Texas; or,

9.1.3.3 Not pay the disputed charge and allow the Contractor to submit the matter either to the appropriate court in the City of Port Arthur, Texas.

10.0 **2 CFR §200.326, Appendix II, *Contract Provisions for Non-Federal Entity Contracts Under Federal Awards*.** Pursuant to this CFR, as issued by the Office of the U.S. Secretary of HUD, the Agency, and the Contractor each agree to comply with the following provisions and agree that any contract that ensues as a result of this RFP will include the following clauses, whether inserted or by reference:

10.1 Remedies for Contractor Breach. Pertaining to contract-related issues, it is the responsibility of both the Agency and the Contractor to communicate with each in as clear and complete a manner as possible. If at any time during the term of this contract the Agency or the Contractor is not satisfied with any issue, it is the responsibility of that party to deliver to the other party communication, in writing, fully detailing the issue and corrective action (please note that the Agency has the right to issue unilateral addendums to this contract, but the Contractor does not have the same right). The other party shall, within 10 days, respond in writing to the other party (however, the Agency shall retain the right to, if conditions warrant, require the Contractor to respond in a shorter period of time). Further, the Agency shall, at a minimum, employ the following steps in dealing with the Contractor as to any performance issues:

10.1.1 If the Contractor is in material breach of the contract, the Agency may promptly invoke the termination clause detailed within Section No. 3 of Contract Appendix No. 1, form HUD-5370-C (01/2014), *General Conditions for Non-Construction Contracts, Section I — (With or without Maintenance Work)*, which is attached hereto, and terminate the contract for cause. Such termination must be delivered to the Contractor in writing and shall fully detail all pertinent issues pertaining to the cause of and justification for the termination.

- 10.1.2** Prior to termination, the Agency may choose to warn the Contractor, verbally or in writing, of any issue of non-compliant or unsatisfactory performance. Such written warning may include placing the Contractor on probation, thereby giving the Contractor a certain period of time to correct the deficiencies or potentially suffer termination. The Agency shall maintain in the contract file a written record of any such warning detailing all pertinent information. If the Contractor does not agree with such action, the Contractor shall have ten 10 days to dispute or protest, in writing, such action; if he/she does not do so within the 10-day period, he/she shall have no recourse but to accept and agree with the Agency’s position on the issue. The written protest must detail all pertinent information pertaining to the dispute, including justification detailing the Agency’s alleged incorrect action(s).
- 10.1.3** After termination, if the Contractor does not agree with the Agency’s justification for the termination, the Contractor shall have 10 days to dispute, in writing, such action; if he/she does not do so within the 10-day period, he/she shall have no recourse but to accept and agree with the Agency’s position on the issue. The written protest must detail all pertinent information pertaining to the dispute, including justification detailing the Agency’s alleged incorrect action(s).
- 10.1.4** The response to any protest received shall be conducted in accordance with Section No. 4.0 of the *Supplemental Instructions to Proposers and Contractors* document.

10.2 Termination for any reason. In addition to such other means of termination set forth in this Agreement, this Contract may be terminated without cause, for any or no reason by the Agency at any time by giving at least thirty (30) days written notice in advance. Such termination will be effective on the date stated in the notice.

10.2.1 Termination for Cause and Convenience. For all contracts in excess of \$10,000, as detailed within Clause No. 3 of Contract Appendix No. 1, form HUD-5370-C (01/2014), General Conditions for Non-Construction Contracts, Section I—(With or without Maintenance Work), attached hereto. In addition to the immediate-foregoing, if the Agency terminates the Contractor for convenience, the Agency is obligated to, as detailed within Section 11.6.C.2 of HUD Procurement Handbook 7460.8 REV 2, negotiate with and pay to the Contractor a “reasonable allowance for profit” for the remainder of the contracted period.

10.3 Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided

under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

10.4 Davis-Bacon Act, as amended (40 U.S.C.3141–3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C.3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors [are] required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors [are] required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the **Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”)**. The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

10.5 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous,

or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- 10.6 Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- 10.7 Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—**Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C.1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 10.8** Mandatory standards and policies relating to **energy efficiency** which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- 10.9 Debarment and Suspension (Executive Orders 12549 and 12689)—**A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 10.10 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—**Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each

tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- 10.11 §200.322 Procurement of recovered materials.** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only 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, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11.0 Additional Considerations.

11.1 Right of Joinder.

11.1.1 Any political subdivision within the State of Texas (or any other jurisdiction within the United States) may be granted the privilege of joining the awarded contract, only at the option of the Contractor. If the Contractor so grants such a privilege, the terms, and conditions, of the RFP documents, including the ensuing contract, may be passed on to the joining political subdivision by the Contractor.

11.1.2 The Contractor shall retain the unilateral right to allow or disallow any political subdivision the privilege of joining the awarded contract. In the event the Contractor allows another political subdivision to join the Agency contract, it is expressly understood that the Agency shall in no way be liable for the joining political subdivision obligations to the Contractor in any manner whatsoever.

11.2 Non-Escalation. Unless otherwise specified within the RFP documents, the unit prices reflected on the contract shall remain firm with no provision for price increases during the term of the contract.

11.3 Funding Restrictions and Order Quantities. The Agency reserves the right to reduce or increase estimated or actual quantities in whatever amount necessary without prejudice or liability to the Agency, if:

12.3.1 Funding is not available; or,

- 12.3.2** Legal restrictions are placed upon the expenditure of monies for this category of service or supplies; or,
- 12.3.3** The Agency's requirements in good faith change after award of the contract.
- 11.4 Local, State, and/or Federal Permits.** Unless otherwise stated in the RFP documents, all local, State or Federal permits which may be required to provide the services ensuing from award of this RFP, whether or not they are known to either the Agency or the proposers at the time of the proposal submittal deadline or the award, shall be the sole responsibility of the Contractor and any costs that were submitted by the Contractor in response to the RFP shall reflect all costs required by the Contractor to procure and provide such necessary permits.
- 11.5 Taxes.** All persons doing business with the Agency are hereby made aware that the Agency is exempt from paying Texas State Sales and Use Taxes and Federal Excise Taxes. A letter of Tax Exemption will be provided upon request.
- 11.6 Government Standards.** It is the responsibility of the proposer to ensure that all items and services proposed conform to all local, State and Federal law concerning safety (OSHA) and environmental control (EPA, County, and State Pollution Regulations) and any other enacted ordinance, code, law, or regulation. The Contractor 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 Contractor for time or monies lost due to violations of any such ordinance, code, law, or regulations that may occur.
- 11.7 Freight on Bill and Delivery.** All costs submitted by the proposer shall reflect the cost of delivering the proposed items and/or services to the location(s) specified within the RFP documents or within the contract.
- 11.7.1** The Contractor 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 Contractor. Upon default, the Contractor agrees that the Agency may, at its option, rescind the finalized contract under the default clause herein and seek compensatory damages as provided by law.
- 11.8 Backorders.**
- 11.8.1** The CO must be notified in writing by the Contractor within 10 days of any and all backordered materials and/or any incomplete services, and the estimated delivery date.
- 11.8.2** Unless otherwise stipulated in the contract, any order that will take more than a maximum of 10 days past the original agreed upon delivery date,

may at the option of the Agency, be canceled and ordered from another source, if, in the opinion of the CO, it is in the best interests of the Agency to do so.

- 11.9 Work on Agency Property.** If the Contractor's work under the contract involves operations by the Contractor on Agency premises, the Contractor shall take all necessary precautions to prevent the occurrence of any injury to persons or property during the progress of such work and, except to the extent that any such injury is caused solely and directly by the Agency's negligence, shall indemnify the Agency, and their officers, agents, servants and employees against all loss which may result in any way from any act or omission of the Contractor, its agents, employees, or subcontractors.
- 11.10 Official, Agent and Employees of the Agency 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 Agency in any way be personally liable or responsible for any covenant or agreement herein contained, whether either expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this agreement.
- 11.11 Subcontractors.** Unless otherwise stated within the RFP documents, the Contractor may not use any subcontractors to accomplish any portion of the services described within the RFP documents or the contract without the prior written permission of the CO.
- 11.12 Salaries and Expenses Relating to the Contractors Employees.** Unless otherwise stated within the RFP documents, the Contractor 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 Contractor 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.
- 11.13 Attorney's Fees.** In the event that one party commences litigation hereto against the other in connection with the enforcement of any provision of this agreement, the prevailing party shall be paid by the losing party all court costs and other expenses of such litigation, including reasonable attorneys' fees. The amount so allowed as attorneys' fees shall be taxed to the losing party as costs of the suit, unless prohibited by law.
- 11.14 Independent Contractor.** Unless otherwise stated within the RFP documents or the contract, the Contractor 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.

11.15 Severability. If any provision of this agreement or any portion or provision hereof applicable to any particular situation or circumstance is held valid, 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.

11.16 Waiver of Breach. A waiver of either party of any terms or condition 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.

11.17 Time of the Essence. Time is of the essence under this agreement as to each provision in which time of performance is a factor.

11.18 Limitation of Liability. In no event shall the Agency be liable to the Contractor for any indirect, incidental, consequential, or exemplary damages.

11.19 Indemnification.

11.19.1 The Contractor shall indemnify, defend, and hold the Agency (and its officers, employees, and agents) harmless from and against any and all claims, damages, losses, suits, actions, decrees, judgments, attorney's fees, court costs and other expenses of any kind or character, which are caused by, arise out of, or occur due to any failure of the Contractor to (1) abide by any of the applicable professional standards within its industry, or (2) comply with the terms, conditions, or covenants that are contained in this contract, (3) comply with the Texas "Industrial Insurance Act," or any other similar law, ordinance, or decree; or (4) ensure that the any subcontractors abide by the terms of this provision and this contract; provided, however, that Contractor will not be required to indemnify the Agency against any loss or damage which was specifically caused by the Agency providing inaccurate information to the Contractor, failing to provide necessary and requested information to the Contractor, or refusal to abide by any recommendation of the Contractor.

11.19.2 In this connection, it is expressly agreed that the Contractor shall, at its own expense, defend the Agency, its officers, employees, and agents, against any and all claims, suits or actions which may be brought against them, or any of them, as a result of, or by reason of, or arising out of, or on account of, or in consequence of any act or failure to act the consequences of which the Contractor has indemnified the Agency. If the Contractor shall fail to do so, the Agency shall have the right, but not the obligation, to defend the same and to charge all direct and

incidental costs of such defense to the Contractor including attorney's fees and court costs.

11.19.3 Any money due to the Contractor under and by virtue of this contract, which the Agency believes must be withheld from the Contractor to protect the Agency, may be retained by the Agency so long as it is reasonably necessary to ensure the Agency's protection; or in case no money is due, its surety may be held until all applicable claims have been settled and suitable evidence to that effect furnished to the Agency provided, however, neither the Corporation's payments shall not be withheld, and its surety shall be released, if the Contractor is able to demonstrate that it has adequate liability and property damage insurance to protect the Agency from any potential claims.

11.19.4 The Contractor shall provide that any contractual arrangement with a subcontractor shall be in conformance with the terms of this Contract including the terms of this indemnity provision. The Contractor guarantees that it will promptly handle and rectify any and all claims for materials, supplies and labor, or any other claims that may be made against it or any of its subcontractors about the contract.

11.20 Lobbying Certification. By execution of this contract with the Agency the Contractor thereby certifies, to the best of his or her knowledge and belief, that:

11.20.1 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 loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement.

11.20.2 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 Contractor shall complete and submit Standard Form- LLL, Disclosure Form to Report Lobbying, in an accordance with its instructions.

11.20.3 The Contractor 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.

11.21 Additional Federally Required Orders/Directives. Both parties agree that they will comply with the following laws and directives, where applicable:

11.21.1 Executive Order 11061, as amended, which directs the Secretary of HUD to take all action which is necessary and appropriate to prevent discrimination by agencies that utilize federal funds.

11.21.2 Public Law 88-352, Title VI of the Civil Rights Act of 1964, which provides that no person in the United States shall, on the basis of race, color, national origin, or sex, be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity which receives federal financial assistance. The Agency hereby extends this requirement to the Contractor and its private contractors. Specific prohibited discriminatory actions and corrective action are described in Chapter 2, Subtitle C, Title V of the Anti-Drug Abuse Act of 1988 (42 U.S.C. 19901 et. seq.).

11.21.3 Public Law 90-284, Title VIII of the Civil Rights Act of 1968., popularly known as the Fair Housing Act, which provides for fair housing throughout the United States and prohibits any person from discriminating in the sale or rental of housing, the financing of housing or the provision of brokerage services, including in any way making unavailable or denying a dwelling to any person because of race, color, religion, sex, or national origin. Pursuant to this statute, the Agency requires that the Contractor administer all programs and activities, which are related to housing and community development in such a manner as affirmatively to further fair housing.

11.21.4 The Age Discrimination Act of 1975, which prohibits discrimination on the basis of age.

11.21.5 Anti-Drug Abuse Act of 1988 (42 U.S.C. 11901 et. seq.).

11.21.6 HUD Information Bulletin 909-23 which is the following:

11.21.6.1 Notice of Assistance Regarding Patent and Copyright Infringement; and,

11.21.6.2 Clean Air and Water Certification; and,

11.21.6.3 Energy Policy and Conversation Act.

11.21.7 Domestic Preference Provision. As appropriate and to the extent consistent with law, to the greatest extent practicable under a federal award, the Agency will provide a preference for the purchase,

acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). This preference is commonly termed “Buy America.”

This requirement shall be included in all contracts and purchase orders for work or products involving construction or elements of construction.

Per 2 CFR 200.322 – “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Per 2 CFR 200.322 – “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from initial melting stage through the application of coatings, occurred in the United States.

- 11.21.8** That the funds that are provided by the Agency and HUD hereunder shall not be used, directly or indirectly, to employ, award a contract to, or otherwise engage the services of any debarred, suspended, or ineligible Contractor.
- 11.21.9** That none of the personnel who are employed in the administration of the work required by this contract shall, in any way or to any extent, be engaged in the conduct of political activities in violation of Title V, Chapter 15, of the United States Code.
- 11.21.10** The mention herein of any statute or Executive Order is not intended as an indication that such statute or Executive Order is necessarily applicable not is the failure to mention any statute or Executive Order intended as an indication that such statute or Executive Order is not applicable. In this connection, therefore each provision of law and each clause, which is required by law to be inserted in this agreement, shall be deemed to have been inserted herein, and this agreement 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 part.

12.0 Section 3 Clause. As detailed within 24 CFR 135.38, *Section 3 clause*, the following required clauses are hereby included as a part of this contract.

- 12.1** 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.
- 12.2** 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.
- 12.3** The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- 12.4** 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.
- 12.5** 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.
- 12.6** 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.
- 12.7** With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian

organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

12.8 Contractors that are not subject to Section 3 are encouraged to consider ways to support the purpose of Section 3.

12.8.1 As detailed within 24 CFR §135, Appendix I, *Examples of Efforts To Offer Training and Employment Opportunities to Section 3 Residents*, as a part of the contract award process, to satisfy the requirements of Section 3 the successful bidder or Contractor will be able to denote the “efforts” his/her firm will formally commit to implement if he/she is awarded a contract:

12.8.2 Entering into “first source” hiring agreements with organizations representing Section 3 residents.

12.8.3 Sponsoring a HUD-certified “Step-Up” employment and training program for section 3 residents.

12.8.4 Establishing training programs, which are consistent with the requirements of the Department of Labor, for public and Indian housing residents and other section 3 residents in the building trades.

12.8.5 Advertising the training and employment positions by distributing flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) to every occupied dwelling unit in the housing development or developments where category 1 or category 2 persons (as these terms are defined in §135.34) reside.

12.8.6 Advertising the training and employment positions by posting flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) in the common areas or other prominent areas of the housing development or developments. For the Agency, post such advertising in the housing development or developments where category 1 or category 2 persons reside; for all other recipients, post such advertising in the housing development or developments and transitional housing in the neighborhood or service area of the section 3 covered project.

12.8.7 Contacting resident councils, resident management corporations, or other resident organizations, where they exist, in the housing development or developments where category 1 or category 2 persons reside, and community organizations in HUD-assisted neighborhoods,

to request the assistance of these organizations in notifying residents of the training and employment positions to be filled.

- 12.8.8** Sponsoring (scheduling, advertising, financing or providing in-kind services) a job informational meeting to be conducted by an Agency or Contractor representative or representatives at a location in the housing development or developments where category 1 or category 2 persons reside or in the neighborhood or service area of the section 3 covered project.
- 12.8.9** Arranging assistance in conducting job interviews and completing job applications for residents of the housing development or developments where category 1 or category 2 persons reside in the neighborhood or service area in which a section 3 project is located.
- 12.8.10** Arranging for a location in the housing development or developments where category 1 persons reside, or the neighborhood or service area of the project, where job applications may be delivered to and collected by a recipient or Contractor representative or representatives.
- 12.8.11** Conducting job interviews at the housing development or developments where category 1 or category 2 persons reside, or at a location within the neighborhood or service area of the section 3 covered project.
- 12.8.12** Contacting agencies administering HUD Youthbuild programs, and requesting their assistance in recruiting HUD Youthbuild program participants for the Agency's or Contractor's training and employment positions.
- 12.8.13** Consulting with State and local agencies administering training programs funded through JTPA or JOBS, probation and parole agencies, unemployment compensation programs, community organizations and other officials or organizations to assist with recruiting Section 3 residents for the Agency's or Contractor's training and employment positions.
- 12.8.14** Advertising the jobs to be filled through the local media, such as community television networks, newspapers of general circulation, and radio advertising.
- 12.8.15** Employing a job coordinator or contracting with a business concern that is licensed in the field of job placement (preferably one of the section 3 business concerns identified in part 135), that will undertake, on behalf of the Agency, other recipient or Contractor, the efforts to match eligible and qualified section 3 residents with the training and employment positions that the Agency or Contractor intends to fill.

- 12.8.16** For the Agency, employing section 3 residents directly on either a permanent or a temporary basis to perform work generated by section 3 assistance. (This type of employment is referred to as “force account labor” in HUD’s Indian housing regulations. See 24 CFR §905.102, and §905.201(a)(6).)
- 12.8.17** Where there are more qualified section 3 residents than there are positions to be filled, maintaining a file of eligible qualified section 3 residents for future employment positions.
- 12.8.18** Undertaking job counseling, education and related programs in association with local educational institutions.
- 12.8.19** Undertaking such continued job training efforts as may be necessary to ensure the continued employment of section 3 residents previously hired for employment opportunities.
- 12.8.20** After selection of bidders but prior to execution of contracts, incorporating into the contract a negotiated provision for a specific number of public housing or other section 3 residents to be trained or employed on the section 3 covered assistance.
- 12.8.21** Coordinating plans and implementation of economic development (e.g., job training and preparation, business development assistance for residents) with the planning for housing and community development.

13.0 As detailed within 24 CFR §135, Appendix II, Examples of Efforts To Award Contracts to Section 3 Business Concerns, as a part of the contract award process, to satisfy the requirements of Section 3 the successful bidder or Contractor will be able to denote the “efforts” his/her firm will formally commit to implement if he/she is awarded a contract:

- 13.1** Utilizing procurement procedures for section 3 business concerns similar to those provided in 24 CFR part 905 for business concerns owned by Native Americans (see section III of this Appendix).
- 13.2** In determining the responsibility of potential contractors, consider their record of section 3 compliance as evidenced by past actions and their current plans for the pending contract.
- 13.3** Contacting business assistance agencies, minority contractor’s associations and community organizations to inform them of contracting opportunities and requesting their assistance in identifying section 3 businesses which may solicit bids for contracts for work in connection with section 3 covered assistance.

- 13.4** Advertising contracting opportunities by posting notices, which provide general information about the work to be contracted and where to obtain additional information, in the common areas or other prominent areas of the housing development or developments owned and managed by the Agency.
- 13.5** For the Agency, contacting resident councils, resident management corporations, or other resident organizations, where they exist, and requesting their assistance in identifying category 1 and category 2 business concerns.
- 13.6** Providing written notice to all known section 3 business concerns of the contracting opportunities. This notice should be in sufficient time to allow the section 3 business concerns to respond to the bid invitation.
- 13.7** Following up with section 3 business concerns that have expressed interest in the contracting opportunities by contacting them to provide additional information on the contracting opportunities.
- 13.8** Coordinating pre-bid meetings at which section 3 business concerns could be informed of upcoming contracting and subcontracting opportunities.
- 13.9** Carrying out workshops on contracting procedures and specific contract opportunities in a timely manner so that section 3 business concerns can take advantage of upcoming contracting opportunities, with such information being made available in languages other than English where appropriate.
- 13.10** Advising section 3 business concerns as to where they may seek assistance to overcome limitations such as inability to obtain bonding, lines of credit, financing, or insurance.
- 13.11** Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways to facilitate the participation of section 3 business concerns.
- 13.12** Where appropriate, breaking out contract work items into economically feasible units to facilitate participation by section 3 business concerns.
- 13.13** Contacting agencies administering HUD Youthbuild programs, and notifying these agencies of the contracting opportunities.
- 13.14** Advertising the contracting opportunities through trade association papers and newsletters, and through the local media, such as community

television networks, newspapers of general circulation, and radio advertising.

- 13.15** Developing a list of eligible section 3 business concerns.
- 13.16** For the Agency, participating in the “Contracting with Resident-Owned Businesses” program provided under 24 CFR part 963.
- 13.17** Establishing or sponsoring programs designed to assist residents of public or Indian housing in the creation and development of resident-owned businesses.
- 13.18** Establishing numerical goals (number of awards and dollar amount of contracts) for award of contracts to section 3 business concerns.
- 13.19** Supporting businesses which provide economic opportunities to low-income persons by linking them to the support services available through the Small Business Administration (SBA), the Department of Commerce and comparable agencies at the State and local levels.
- 13.20** Encouraging financial institutions, in carrying out their responsibilities under the Community Reinvestment Act, to provide no or low interest loans for providing working capital and other financial business needs.
- 13.21** Actively supporting joint ventures with section 3 business concerns.
- 13.22** Actively supporting the development or maintenance of business incubators which assist Section 3 business concerns.

14.0 Appendices. The following noted documents are placed under each of the noted appendix and are a part of this contract:

[Table No. 1]

(1) Section No.	(2) Contract Appendix No.	(3) Appendix Description
14.1	1	form HUD-5370-C (01/2014), <i>General Condition for Non-Construction Contracts, Section I—(With or without Maintenance Work)</i>
14.2	2	form HUD 50071 (01/14), <i>Certification of Payments to Influence Federal Transactions</i> (NOTE: This form will only be completed and included as a part of the ensuing contract if the Agency anticipates that total awards pursuant to the ensuing contract may or will exceed \$100,000).
14.3	3	Standard Form LLL (Rev. 01/14), <i>Disclosure of Lobbying Activities</i> (NOTE: This form will only be completed and included as a part of the ensuing contract if the Contractor designates an affirmative answer to Item No. (2) within the immediate identified form 50071).
14.4	4	Scope of Work
14.5	5	The unit fee(s) that apply to each procurement that ensues from this contract
14.6	Inclusion by Reference. Included by reference is any document or clause issued as a part of RFP No. P23001 or within the Contractors proposal submittal, that the Agency may choose to include at any time during the performance of this contract or any options exercised thereto by the Agency (NOTE: This inclusion shall be the unilateral right of the Agency and not the Contractor). Further, any document that may be referenced herein that has not been listed above is hereby incorporated herein by reference, and a copy of each such document is available from the Agency upon written request for such from the Contractor.	
14.7	Order of Precedence. Please note that, in the case of any discrepancy between this contract and any of the above noted appendices, the requirement(s) detailed within the body of this contract shall take first precedence, then the requirement(s) detailed within each appendix shall take precedence in the order that they are listed above (meaning, the requirement(s) detailed within the lower listed item may not overrule any requirement(s) detailed within a higher listed item).	

15.0 CERTIFICATIONS. The undersigned representative of each party hereby acknowledges by signature below that they have reviewed the foregoing and understand and agree to abide by their respective obligations as defined herein:

[The Contractor]:

By: _____ **Date:** _____
[Name], [Title]

Port Arthur Housing Authority:

By: _____ **Date:** _____
[Name], [Title]

**RFP ATTACHMENT G-1
(SAMPLE CONTRACT APPENDIX NO. 1
FORM HUD 5370-C)**

General Conditions for Non-Construction Contracts

Section I — (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

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

Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB number. This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 75. The form is required for non-construction contracts awarded by Public Housing Agencies (PHAs). The form is used by PHAs in solicitations to provide necessary contract clauses and allows PHAs to enforce their contracts. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157. Do not send this completed form to either of these addressees. The information collected will not be held confidential.

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

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

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

1. Definitions

The following definitions are applicable to this contract:

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

2. Changes

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

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

3. Termination for Convenience and Default

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

4. Examination and Retention of Contractor's Records

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

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

5. Rights in Data (Ownership and Proprietary Interest)

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

6. Energy Efficiency

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

7. Disputes

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

8. Contract Termination; Debarment

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

9. Assignment of Contract

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

10. Certificate and Release

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

11. Organizational Conflicts of Interest

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

12. Inspection and Acceptance

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

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

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

13. Interest of Members of Congress

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

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

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

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

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

(v) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

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

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

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

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

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

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

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

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

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

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

(2) Professional and technical services.

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

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

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

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

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

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

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

(iii) Selling activities by independent sales representatives.

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

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

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

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

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

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

16. Equal Employment Opportunity

During the performance of this contract, the

Contractor/Seller agrees as follows:

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

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

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

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

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

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

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

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

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

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

17. Equal Opportunity for Workers with Disabilities

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

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

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

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

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

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

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

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

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

18. Dissemination or Disclosure of Information

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

19. Contractor's Status

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

20. Other Contractors

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

21. Liens

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

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

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 prioritization requirements, and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04).
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.
- (e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts
- (f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

23. Procurement of Recovered Materials

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

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

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

RFP ATTACHMENT G-2
(SAMPLE CONTRACT APPENDIX NO. 2
HUD 50071)

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. 1/31/2027)

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

Applicant Name

Program/Activity Receiving Federal Grant Funding

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

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

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

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

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

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.
Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title

Signature

Date (mm/dd/yyyy)

**RFP ATTACHMENT G-3
(SAMPLE CONTRACT APPENDIX NO. 3
STANDARD FORM LLL)**

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.)

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

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

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

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

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

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



PORT ARTHUR HOUSING AUTHORITY

920 DeQueen Blvd. • P. O. Box 2295 • Port Arthur, TX 77643
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Solicitation/Contract: RFP 25002, Property Management Services

RFP ATTACHMENT H (Entry of Proposed Fees Form)

Entry of Proposed Fees Form

As stated within Section 9 of the RFP Document: The proposed fees must be submitted by the proposer and received by the Agency in its own sealed envelope. The fee proposal should be included but kept separate from the sealed hard-copy proposal package. Do not reference any fees or costs within the sealed, tabbed “hard-copy” proposal submittal detailed in the RFP Document. Any proposer who does so may be rejected without further consideration at the Agency’s discretion. The proposed fees must be all-inclusive of any costs the Contractor will incur to provide the specified services, including but not limited to employee wages and benefits, clerical support, overhead, profit, taxes, licensing, insurance, materials, supplies, tools, equipment, long-distance telephone calls, travel expenses, and document copying not specifically agreed to by the Agency, etc.

PRICING ITEMS

ITEM NO.	PROJECT DESCRIPTION	UNITS	PROPOSED PER UNIT COST	TOTAL COST
1	OW Collins (PBRA Elderly/Disabled) Management Fee	200		
2	Other Management Fee (Mixed Finance)	100+		
3	Other Management Fee (RAD/PBV)	100+		

END OF RFP DOCUMENT