



**HOUSING AUTHORITY**  
**CITY OF BROWNSVILLE**

# Request for Qualifications No. 24-001

Insurance Broker of Record – Employee Benefits

2606 Boca Chica Blvd  
Brownsville, TX 78521

Phone (956) 214-1534

[nalejandro@hacb.us](mailto:nalejandro@hacb.us)  
[www.hacb.us](http://www.hacb.us)

## **Request for Qualifications For Insurance Broker of Record for Employee Benefits**

The Housing Authority of the City of Brownsville, Texas and its affiliated entities d/b/a Housing Authority of the City of Brownsville (“HACB”) hereby invites qualifications submittals from independent Contractors for Insurance Broker of Record for Benefits. This is needed to ensure HACB receives the best value for benefits coverage.

The Request for Qualifications can be obtained by calling (956) 214-1534 or online at:

<https://www.hacb.us/current-bids/>

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

HOUSING AUTHORITY OF THE  
CITY OF BROWNSVILLE, TEXAS  
By: Noemi Alejandro  
Contracting Officer

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**INTRODUCTION**

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

HACB's primary activity is the administration of rental assistance for 2,735 privately owned rental units through the HCV program. It also operates and manages its housing developments to provide decent, safe, sanitary, and affordable housing to low-income families, the elderly, and the disabled, and implements various programs designed and funded by HUD.

**BROWNSVILLE HOUSING OPPORTUNITY CORPORATION**

HACB formed a nonprofit corporation August 23, 1995. The Brownsville Housing Opportunity Corporation ("BHOC") purposes include, but are not limited to, acquire, construct, rehabilitate, renovate, repair, equip, furnish, finance, refinance, and place in service and manage tax credit projects of the HACB for the public use and in the public interest.

**BROWNSVILLE HOUSING FINANCE CORPORATION**

HACB formed a nonprofit corporation April 2, 2003. The Brownsville Housing Finance Corporation ("BHFC") is committed to promote and provide opportunities for low- and moderate-income residents, including families, and elderly, handicapped or disabled persons, to live in decent housing that they can afford. Also, to promote and provide community economic development activities; and to promote the common good and general welfare of the City of Brownsville.

**BROWNSVILLE HOUSING MANAGEMENT CORPORATION**

HACB formed a nonprofit corporation on August 22, 2005. The Brownsville Housing Management Corporation (BHMC") was formed for the purpose of enhancing the availability of affordable housing to moderate and low-income individuals and conduct charitable and educational activities. The BHMC participates as a General Partner in multiple local Low-Income Housing Tax Credits apartment complexes.

**RFP INFORMATION AT A GLANCE**

HACB CONTACT PERSON	Noemi Alejandro, Accountant Email: <a href="mailto:nalejandro@hacb.us">nalejandro@hacb.us</a> Telephone: (956) 214-1534
HOW TO OBTAIN THE RFQ DOCUMENTS	Online: <a href="https://www.hacb.us/current-bids/">https://www.hacb.us/current-bids/</a> <b>OR,</b> At HACB Main Office, 2606 Boca Chica Blvd Brownsville, TX 78521
HOW TO FULLY RESPOND TO THIS RFQ BY SUBMITTING A PROPOSAL SUBMITTAL	Submit 1 original and 3 exact copies of your qualifications submittal in a sealed envelope/package to the HACB Finance Dept. following the format as described under Section 5, Form of Proposal.
QUALIFICATIONS SUBMITTAL RETURN & DEADLINE	June 6, 2024, 4:00 P.M. C.S.T. Finance Department 2606 Boca Chica Blvd., Brownsville, TX 78521
ANTICIPATED APPROVAL BY HACB BOARD OF COMMISSIONERS	June 2024

## REQUEST FOR QUALIFICATIONS

### 1.0 GENERAL INFORMATION

- 1.1 **Statement of Purpose:** The Housing Authority of the City of Brownsville and its affiliated entities (HACB) are seeking qualifications from independent Contractors with demonstrated competence and experience to act as HACB's Insurance Broker of Record for Benefits.
- 1.2 Proposers acknowledge that submitting qualifications to HACB is not a right to be awarded a contract, but only an offer by the proposer to perform the requirements of the RFQ documents in the event HACB decides to award a contract to that proposer.
- 1.3 **Proposer's Responsibilities-Contact with HACB:** Proposers shall address all communication and correspondences pertaining to this RFQ process to the HACB contact only. Proposers must not inquire or communicate with any other HACB staff member or official (including members of the Board of Commissioners) Pertaining to this RFQ. Failure to comply with this requirement is cause for submittal to be disqualified. During the RFQ solicitation process, HACB will not conduct any ex parte conversations which may give one prospective proposer an advantage over other prospective proposers.

### 2.0 HACB'S RESERVATION OF RIGHTS

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

- 2.6** HACB reserves the right to negotiate the terms proposed by all proposers. If such negotiations are not, in the opinion of HACB successfully concluded within a reasonable timeframe as determined by HACB, HACB shall retain the right to end such negotiations.
- 2.7** HACB reserves the right to reject and not consider any proposal that does not meet the requirements of this RFQ, including but not limited to incomplete proposals and/or proposals offering alternate or non-requested services and from individuals deemed non responsible.
- 2.8** HACB shall have no obligation to compensate any proposer for any costs incurred in responding to the RFQ.
- 2.9** HACB reserves the right to at any time during the RFQ 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. Each prospective proposer further agrees that he/she will inform HACB in writing within five (5) days of the discovery of any item that is issued thereafter by HACB that he/she feels needs to be addressed. Failure to abide by this timeframe shall relieve HACB, but not the prospective proposer, of any responsibility pertaining to such issue.
- 2.10** HACB reserves the right, prior to award, to revise, change, alter or amend any of the instructions, terms, conditions, and/or specifications identified within the RFQ documents issued, within any attachment or drawing, or within any addenda issued. All addenda will be posted on HACB's website [www.hacb.us/current-bids](http://www.hacb.us/current-bids). Such changes that are issued before the proposal submission deadline shall be binding upon all prospective proposers.
- 2.11** In the case of rejection of all proposals, HACB reserves the right to advertise for new qualifications or to proceed to do the work otherwise.
- 2.12** HACB 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.
- 2.13** HACB reserves the right to reduce or increase estimated or actual quantities in whatever amount necessary without prejudice or liability to HACB, if:
- 2.13.1** Funding is not available,

- 2.13.2** Legal restrictions are placed upon the expenditure of monies for this category of services or supplies; or
- 2.13.3** HACB's requirements in good faith change after award of the contract.
- 2.14** HACB reserves the right to establish a competitive range for qualifications based on the initial scores and to require presentations by the proposers within the competitive range.
- 2.15** HACB reserves the right to require additional information from all proposers to determine level of responsibility. Such information shall be submitted in the form and time frame required by HACB.
- 2.16** HACB reserves the right to amend the contract any time prior to contract execution.
- 2.17** HACB reserves the right to contact any individuals, entities, or organizations that have had a business relationship with the proposer regardless of their inclusion in the reference section of the proposal submittal.

**3.0 GENERAL CONDITIONS:**

- 3.1 SPECIFICATIONS:** The Contractor shall provide the services as specified in this RFQ. Specifications are **Attachment A**.
- 3.2 REGULATORY/LICENSING:** Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and codes and obtain any licenses or permits required to provide the services under this RFQ. Obtaining licenses and permits shall be the sole responsibility of the successful proposer whether or not they are known to either the HACB or the proposers at the time of the submittal deadline or the award.
- 3.3 SUBMISSIONS:** Late submissions will not be accepted. Submissions received prior to the submission deadline will be held in confidence until the proposals are evaluated.
- 3.4 TYPE OF CONTRACT:** A one (1) year firm fixed contract with the option to renew at the sole discretion of HACB for up to four (4) additional one-year periods.

**4.0 CONDITIONS TO SUBMIT:**

**4.1 Pre-Qualification:** Proposers will not be required to pre-qualify 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 (**Attachment C**)). Failure by the proposer to provide the requested information is cause to eliminate that proposer from consideration, provided all proposers were required to submit the same information.

**4.2 RFQ Forms and Documents:**

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

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

**4.3 Submissions and Receipt by HACB:**

**4.3.1 Time for Receiving Proposals:** Proposals received prior to the submittal deadline shall be securely kept, unopened by HACB until it is time to evaluate the qualifications submitted. No qualifications received after the designated deadline shall be considered.

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

**4.3.1.2** A total of one (1) original signature copy (marked "ORIGINAL") and three (3) exact copies (marked "COPY") shall be placed unfolded in a sealed package with the proposer's name and return address and addressed as follows:



**HACB RFQ # 24-001**  
**INSURANCE BROKER OF RECORD FOR BENEFITS**  
**Housing Authority of the City of Brownsville**  
**Finance Department**  
**2606 Boca Chica Blvd.**  
**Brownsville, Texas 78521**

**4.3.2 Withdrawal of Proposals:** Proposals may be withdrawn as detailed within the attached HUD Form (Attachment B). Negligence on the part of the proposer in preparing his/her proposal confers no right of withdrawal or modification of the proposal after such proposal has been received and opened.

**4.3.2.1 Procedure to withdraw proposal submittal:** A request for withdrawal of a proposal due to a purported error must be filed in writing by the proposer within 48 hours after the proposal deadline. The request shall contain a full explanation of the purported error. The foregoing shall not be construed to violate the common law right of withdrawal for material error as defined in State statute. HACB retains the right to accept or reject any qualifications to the extent permitted by law.

**4.4 Questions/Inquiries:**

**4.4.1** A proposer may inquire or question any of the proposal documents or any part of the information contained therein, by submitting, in writing to the contact person listed herein, no later than May 17, 2024, a complete and specific explanation as to what he/she is requiring clarification. HACB reserves the right to issue a revision to the applicable RFQ requirements or may reject the proposer's request.

**4.4.2** Proposers must propose services that meet the requirements of the RFQ documents. All verbal communications or instructions provided by any HACB personnel shall only become official and binding when issued as an addendum by the HACB Finance Department.

**5.0 FORM OF PROPOSAL:** The proposal shall be submitted in the following manner. 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 be cause for elimination of that proposer from consideration for award.

**5.1 Tabbed Proposal Submittal:** So that the HACB can properly evaluate the proposals received, all proposals submitted in response to this RFQ must be  
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formatted in accordance with the sequence noted below. Each category must be separated by index dividers and the index divider must extend so that each tab can be located without opening the proposal and labeled with the corresponding tab reference.

**5.1.1 Tab 1, Form of Proposal and Proposers Certification Forms:** These forms are attached hereto as **Attachment D** to this RFQ document and must be fully completed and submitted under this tab as part of the submittal.

**5.1.2 Tab 2, Form HUD Forms and Conflict of Interest Questionnaire:** These Forms are attached hereto as **Attachment B** to this RFQ document and must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal.

**5.1.3 Tab 3, Profile of Firm Form:** The Profile of Firm Form is attached hereto as **Attachment C** to this RFQ document. This Form must be fully completed, executed and submitted under this tab as a part of the submittal by the Proposer and each subcontractor. Also submit the Company Profile under this tab.

**5.1.4 Tab 4, Evaluation Factors:** The Proposer must submit under this tab a response that addresses each evaluation factor.

**5.1.4.1 Experience:** Provide information that clearly demonstrates your organization's prior experience and background in providing the services as specified in this RFQ. List experience on projects of similar scope and size.

**5.1.4.2 Technical Approach:** Provide details explaining the firm's approach to assisting governmental entities to maximize benefits coverage while minimizing the financial impact of rising insurance premiums. Cite examples of innovative concepts your firm has employed.

**5.1.4.3 Qualifications:** Describe your Company's qualifications as it pertains to providing Benefits broker services to HACB. Specifically highlight those qualifications that distinguish you from your competitors.

**5.1.5 Tab 5, Client Information:** The proposer shall submit three (3) former or current clients, preferably other than HACB, for whom the proposer has performed similar or like services to those being proposed herein. The list shall, at minimum include for each reference:

HOUSING AUTHORITY OF THE CITY OF BROWNSVILLE (HACB)

- 5.1.5.1 The client's name;
- 5.1.5.2 The client's telephone number and address;
- 5.1.5.3 Description of services provided to the client; and
- 5.1.5.4 Date of services.

**5.1.6 Tab 6, Joint Venture/Partnerships:** The Proposer shall identify if this submission is a joint venture or partnership with another entity. Please remember that all information required from the Proposer under the proceeding or subsequent tabs must also be included for any joint venture or partner. One entity must be designated as the primary contact for the joint venture or partnership in the quote. Include a Profile of Firm Form for each entity. If no joint venture or partnership exists or will not be utilized, please provide this statement, "NO JOINT VENTURE/NO PARTNERS."

**5.1.7 Tab 7, Subcontractors:** Proposers must also provide HACB with the name, contact information to include address, phone number, email address, core area of business, and years of expertise for each subcontractor. A Profile of Firm Form must be completed for each subcontractor included in this Tab. Firm must realize that the actual usage of subcontractor will be contingent upon HACB's prior written approval and Firm remains responsible to HACB for any and all services provided pursuant to this RFQ and any resulting contract. If no subcontractors will be utilized, please provide this statement, "NO SUBCONTRACTORS" "Contractor intends to perform all services detailed in this RFQ."

**5.1.8 Tab 8, Section 3 Business Preference:** Any proposer claiming a Section 3 Business Preference, shall under this tab include the fully completed and executed Section 3 applicant certification form for low-income employees for whom Proposer is seeking the preference, verification of total number of full-time employees, names and addresses of low-income residents who are Proposer's employees.

**5.1.9 Tab 9, Small/Minority/Disadvantaged/Veteran Business Enterprise Utilization Plan:** The Proposer shall submit a plan that details how the Contractor will make a good faith effort to subcontract with S/W/MBE companies. Opportunities to subcontract S/W/MBE companies should be listed here.

**5.1.10 Tab 10, Section 3 Good Faith Effort Compliance Plan:** Proposers are required to complete and submit a Section 3 Program Good Faith

Effort Statement outlining their efforts to employ qualified Section 3 businesses or persons.

**5.1.11 Tab 11, Financial Viability and Other Information:** Contractor shall provide financial information that supports the contractor's viability and ability to perform the work without undue financial burden. The Proposer may also include hereunder any other general information that the Proposer believes is appropriate to assist HACB in its evaluation. Copies of any licenses held or required shall be included in this tab.

**5.2 Proposal Submittal Binding Method:** The Proposer shall bind the proposal such that HACB can, if needed, remove the binding (i.e., "comb-type, etc.) or remove the pages from the cover (i.e., 3-ring binder, etc.) to make copies then return the proposal submittal to its original condition.

## **6.0 PROPOSAL EVALUATION:**

**6.1 Proposal Results:** When HACB has concluded all evaluations, has chosen a final top-rated proposer, has completed the award and is ready to issue such results, HACB shall notify the successful proposer.

**6.1.1** All proposal documents submitted by the proposers are generally a matter of public record unless such information is deemed to be proprietary.

**6.2 Evaluation:** Each proposal submittal will be evaluated based upon the following information and criteria:

**6.2.1 Initial Evaluation-Responsiveness:** Each proposal received will first be evaluated for responsiveness (i.e., meeting the minimum requirements as stated in the RFQ.)

**6.2.2 Evaluation-Responsibility:** HACB shall select a minimum of a three (3) person panel, using the criteria established below, to evaluate each of the qualifications submitted in response to this RFQ to determine the proposer's level of responsibility. HACB will consider capabilities or advantages that are clearly described in the proposal that may be confirmed by oral presentations, site visits, demonstrations, and references contacted by HACB. All proposals would be evaluated as to their overall value to HACB.

**6.2.3 Restrictions:** All persons having familial (including in-laws) and/or employment relationships (past or current) with principals and/or HOUSING AUTHORITY OF THE CITY OF BROWNSVILLE (HACB)

employees of a proposer will be excluded from participation on HACB's evaluation panel. Similarly, all persons having ownership interest in and/or contract with a proposer will be excluded from participation on HACB's evaluation panel.

**6.2.4 Evaluation Criteria:** The evaluation panel will use the following criteria to evaluate each proposal:

- 5 Excellent
- 4 Above Average
- 3 Average
- 2 Below Average
- 1 Poor
- 2 Non-Responsive

No.	Points	Weighted Average	Criterion Description
1	0-5	60%	<b>Experience:</b> Provide information that clearly demonstrates your organization's prior experience and background in providing the services (Insurance Broker of Record for Benefits) as specified in this RFQ. List experience on projects of similar scope and size.
2	0-5	15%	<b>Technical Approach:</b> Provide details explaining your firm's approach to assisting governmental entities (specifically Public Housing Authorities) to maximize Benefits coverage with the best premiums. Cite examples of innovative concepts your firm has employed.
3	0-5	25%	<b>Qualifications:</b> Describe your Company's qualifications as it pertains to Benefits consultant and/or Insurance Broker of Record. List your company's experience with HUD, Public Housing Authorities, or public entities. Specifically highlight those qualifications that distinguish you from your competitors.
		100%	<b>Total Points for Criteria</b>

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**6.2.5 Section 3 Preference Evaluation Factor.** The following factors will be utilized by the CO to evaluate each proposal submittal received:

(1) No.	(2) Max Point Value	(3) Factor Type	(4) Factor Description
<b>1</b>		<b>Objective</b>	<b>SECTION 3 BUSINESS PREFERENCE PARTICIPATION.</b> A firm may qualify for Section 3 status as detailed within Attachments D and D-1 (NOTE: A max of 15 points awarded).
<b>1a</b>	<b>3 points</b>		<b>Priority I, Category 1a.</b> 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.
<b>1b</b>	<b>3 points</b>		<b>Priority II, Category 1b.</b> 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.
<b>1c</b>	<b>2 points</b>		<b>Priority III, Category 2a.</b> Business concerns that are 51 percent or more owned by residents of any other housing development or developments.
<b>1d</b>	<b>2 points</b>		<b>Priority IV, Category 2b.</b> 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.
<b>1e</b>	<b>2 points</b>		<b>Priority V, Category 3.</b> Business concerns participating in HUD Youth-build programs being carried out in the metropolitan area in which the Section 3-covered assistance is expended.
<b>1f</b>	<b>2 points</b>		<b>Priority VI, Category 4a.</b> 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.
<b>1g</b>	<b>1 points</b>		<b>Priority VII, Category 4b.</b> Business concerns that subcontract in excess of 25 percent of the total amount of subcontracts to Section 3 business concerns.
<b>1h</b>	<b>15 points</b>		<b>Maximum Available Preference Points (Additional)</b>
	<b>115 points</b>	<b>Total Possible Points</b>	

**6.2.6 Burden of Proof:** If requested by HACB, it shall be the responsibility of the proposers to furnish HACB with sufficient data, within a specified time, so that HACB may determine if the validity of services offered conform to the specifications/requirements.

**6.2.7 Award:** Submissions will be evaluated on the criteria stated in the RFQ. After evaluation of the responses, the Contract will be awarded to the proposer representing "Best Value" to HACB.

**6.3 Mistake in Proposal Submitted:**

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

**6.4 Irregular Proposal Submittal:** A proposal shall be considered irregular for any one of the following reasons, any one or more of which may at HACB's discretion, be reason for rejection:

**6.4.1** If the forms furnished by HACB are not used or altered.

**6.4.2** If all requested completed attachment do not accompany the proposal submittal.

**6.4.3** If there are unauthorized additions, conditional or alternated 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 competitive advantage over other proposers.

**6.4.4** 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.

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

**6.5.1** Evidence of collusion among prospective proposers. Participants in such collusion will receive no recognition as Proposers or proposers for any future work with HACB until such participant shall have been reinstated as a qualified bidder or proposer. The names of

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

- 6.5.2** More than one proposal for the same work from an individual, firm, or corporation under the same or different name(s).
  - 6.5.3** Lack of competency, lack of experience and/or other resources.
  - 6.5.4** Unsatisfactory performance records as show by past work for HACB or with any other local, state, or federal agency, judged from the standpoint of workmanship and progress.
  - 6.5.5** Incomplete work, which in the judgment of HACB, might hinder or prevent prompt completion of additional work, if awarded.
  - 6.5.6** Failure to satisfactorily settle items on former contracts still outstanding at the time of letting.
  - 6.5.7** Failure to comply with any qualification requirements of HACB.
  - 6.5.8** Failure to list, if required, all subcontractors (if subcontractors are allowed by HACB) who will be employed by the successful proposer(s) to complete the work of the proposed contract.
  - 6.5.9** Failure of the successful proposer to be properly licensed by the City, County and/or the State of Texas and/or to be insured by a commercial general liability policy and/or worker's compensation policy and/or business automobile liability policy, if applicable.
  - 6.5.10** Any reason to be determined in good faith, to be in the best interests of HACB.
- 6.6** Award of Proposal(s): Pursuant to the qualified method or RFQ 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 designee) and are pursuant to the evaluation plan, examined for minimum responsiveness (i.e., minimum compliance with the requirements of the RFQ.) Persons other than HACB 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.
- 6.6.1** All proposal documents submitted by the proposers are generally a matter of public record unless information is deemed to be proprietary.



**7.0 INSURANCE:** If a proposer receives an award and unless otherwise waived in the Contract, the Contractor, will be required to provide an original Certificate of Insurance confirming the following minimum requirements to HACB within 10 days of contract signature:

<b>Professional Liability</b>	<b>Requirement Limits</b>
HACB and its affiliates must be named as an Additional Insured and be a Certificate Holder. This is required for vendors who render observational services to HACB such as appraisers, inspectors, attorneys, engineers or consultants.	\$1,000,000
<b>Business Automobile Liability</b>	<b>Required Limits</b>
HACB and its affiliates must be named as an additional insured and as the certificate holder. This is required for any vendor that will be using their vehicle to do work on HACB properties.	\$500,000 combined Single limit, per occurrence.
<b>Worker's Compensation and Employer's Liability</b>	<b>Required Limits</b>
<b>Worker's Compensation coverage is Statutory and has no pre-set limits. Employer's Liability Limit is \$500,000. Worker's Compensation is required for any vendor made up of more than two persons. A Waiver of Subrogation in favor of HACB must be included in the Worker's Compensation policy.</b>  HACB and its affiliates must be a Certificate Holder.	Statutory \$500,00 bodily injury for each accident \$500,000 bodily injury by disease for each employee \$500,000 bodily injury disease aggregate
<b>Commercial General Liability</b>	<b>Required Limits</b>
<b>This is required for any vendor who will be doing hands on work at HACB properties. HACB and its affiliates must be named as an Additional Insured and as the Certificate Holder.</b>	<b>\$1,000,000 per accident</b> 2,000,000 aggregate

**8.0 RIGHT TO PROTEST:**

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

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

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

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

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

**APPEAL OF RFQ NO. 24-001**  
**Housing Authority of the City of Brownsville**  
**Attn: Finance Department**  
**2606 Boca Chica Blvd.**  
**Brownsville, Texas 78521**

**9.0 DISPUTES UNDER THE CONTRACT:**

**9.1 Procedures:** In the event that any matter, claim, or dispute arises between the parties, whether or not related to this RFQ or any resulting contract, both parties shall be subject to nonbinding mediation if agreed to by both parties within thirty (30) days of either party making a request in writing. The parties further agree that if the matter, claim, or dispute is not settled during mediation, it shall thereafter be submitted to binding arbitration. The parties shall make a good faith attempt to mutually agree upon an arbitrator. If the parties cannot mutually agree upon an arbitrator after reasonable efforts have been exerted, then the matter, claim or dispute shall be submitted to the American Arbitration Association for final and binding arbitration. Unless extended by the arbitrator for good cause shown, the

final arbitration hearing shall begin no later than two months after selection of the arbitrator.

## **10.0 ADDITIONAL CONSIDERATIONS:**

- 10.1 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 law concerning safety (OSHA) and environmental control (EPA and Cameron County Pollution Regulations) 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.
- 10.2 Work on HACB Property:** If the successful proposer's work under the contract involves operations on HACB 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 shall immediately return said property to a condition equal to or better than the existing condition prior to the commencement of work at the site at no cost to HACB.
- 10.3 Estimated Quantities:** Unless otherwise indicated, the quantities shown are estimates only and are used to evaluate the responses and may or may not reflect anticipated purchases. HACB does not guarantee any minimum purchase quantity.
- 10.4 Official, Agent and Employees of the HACB Not Personally Liable:** It is agreed by and between the parties hereto that in no event shall any official, officer, employee, or agent of HACB in any way be personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this agreement.
- 10.5 Subcontractors:** Unless otherwise stated within the RFQ documents, the successful proposer may not use any subcontractors to accomplish any portion of the services described within the RFQ documents or the contract without the prior written permission of the HACB. Also, any substitution of subcontractors must be approved in writing by HACB prior to their engagement.

- 10.6 Salaries and Expenses Relating to the Successful Proposers Employees:** Unless otherwise stated within the RFQ 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.
- 10.7 Independent Contractor:** Unless otherwise stated within the RFQ 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.
- 10.8 Severability:** If any provision of this agreement or any portion or provision hereof applicable to any particular situation or circumstance is held invalid, the remainder of this agreement or the remainder of such provision (as the case may be), and the application thereof to other situations or circumstances shall not be affected thereby.
- 10.9 Waiver of Breach:** A waiver of either party of any terms or conditions of this agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations, and agreements contained in this agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, obligation or agreement of either party.
- 10.10 Time of the Essence:** Time is of the essence as to each provision in which a timeframe for performance is provided in this RFQ. Failure to meet these timeframes may be considered a material breach, and HACB may pursue compensatory and/or liquidated damages under the contract.
- 10.11 Limitation of Liability:** In no event shall HACB be liable to the successful proposer for any indirect, incidental, consequential or exemplary damages.
- 10.12 Indemnity:** The contractor shall indemnify and hold harmless HACB and its officers, agents, representatives, and employees from and against all claims, losses, damages, actions, causes of action and/or expenses resulting from, brought for, or on account of any bodily injury or death of an employee of the Contractor, its agent, or its subcontractor of any tier received or sustained by any persons or property growing out of, occurring,

or attributable to any work performed under or related to this Agreement, resulting in whole or in part from the negligent acts or omissions of the Contractor, any subcontractor, or any employee, agent or representative of the Contractor or any subcontractor, AND **REGARDLESS OF WHETHER CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF HACB. CONTRACTOR ACKNOWLEDGES AND AGREES THAT THIS INDEMNITY CONTROLS OVER ALL OTHER PROVISIONS IN THE AGREEMENT, SURVIVES TERMINATION OF THIS AGREEMENT, AND APPLIES TO CLAIMS AND LIABILITY ARISING OUT OF THE SOLE OR CONCURRENT NEGLIGENCE OF HACB.**

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

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

**10.14 Termination:** Any contract resulting from the RFQ may be terminated under the following conditions:

**10.14.1** By mutual consent of both parties, and

**10.14.2** Termination for Cause: As detailed within the attached HUD Forms.

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

**10.14.2.1.1** Upon receipt of a notice of termination issued from HACB, the Contractor shall immediately cease all activities under the contract resulting from this

RFQ, unless expressly directed otherwise by HACB in the notice of termination.

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

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

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

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

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

## **10.16 Inter-Local Participation**

**10.16.1** HACB may from time to time enter into Inter-local Cooperation Purchasing Agreements with other governmental entities or governmental cooperatives (hereafter collectively referred to as "Entity" or "Entities") to enhance HACB's purchasing power. At HACB's sole discretion and option, HACB may inform other

Entities that they may acquire items listed in this RFQ. Such acquisition(s) shall be at the prices stated herein and shall be subject to Contractor's acceptance.

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

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

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

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

**10.18 Lobbying Certification:** By proposing to do business with HACB or by doing business with HACB, each proposer certifies the following:

**10.18.1** 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 Congress, or an employee of a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

**10.18.2** If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member

of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form "Disclosure Form to Report Lobbying", in accordance with its instructions.

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

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

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

- 10.19.1** Executive Order 11246
- 10.19.2** Executive Order 11063
- 10.19.3** Copeland "Anti-Kickback" Act (18 US 874)
- 10.19.4** Davis Bacon and Related Acts (40 USC 276a-276a-7)
- 10.19.5** Clean Air & Water Acts (42 USC 187(h); 33 USC 1368)
- 10.19.6** Contract Work Hours & Safety Standards Act (40 USC 327-330)
- 10.19.7** Energy Policy & Conservation Act (PL 94-163, 89 STAT 871)
- 10.19.8** Civil Rights Act of 1964, Title VI (PL 88-352)
- 10.19.9** Civil Rights Act of 1968, Title VIII (PL 90-284 Fair Housing Act)
- 10.19.10** Age Discrimination Act of 1975
- 10.19.11** Anti-Drug Abuse Act of 1988 (42 USC 11901 et. Seq.)
- 10.19.12** HUD Information Bulletin 909-23
- 10.19.13** Immigration Reform & Control Act of 1986
- 10.19.14** Fair Labor Standards Act (29 USC 201, et. Seq.)



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

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

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

# ATTACHMENT A

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SPECIFICATIONS

## **SCOPE OF WORK- BROKER OF RECORD FOR BENEFITS**

### **THE SELECTED PROPOSER(S) SHALL PROVIDE THE FOLLOWING SERVICES:**

HACB is seeking an Insurance Broker of Record for Benefits to perform services related to the administration and placement of HACB employee benefits to include but not limited to design and bidding process of medical, dental, life, vision, disability, and voluntary benefits, including flexible spending/HRA and Employee Assistance Program for HACB employees.

HACB has approximately 54 employees of whom approximately 44 are full-time and eligible for traditional employee health benefits. HACB offers single, employee + children, employee + spouse and family levels of coverage for medical, dental and vision. HACB provides employee life insurance and offers voluntary life and supplemental insurance such as short-term disability insurance, cancer insurance and accident insurance through Colonial. HACB employees are eligible for Workers' Compensation benefits while under our employment. Interested and qualified benefits consultants who have demonstrated their ability at comparable work with public entities are invited to submit proposals.

### **PART 1 – BENEFITS PLACEMENT:**

#### **1.1 Services under a Flat Fee or commission shall cover the following types of benefits programs:**

Medical, Dental, Vision, Health Reimbursement Arrangements, Health Savings Accounts, and Employee Assistance Program. Various voluntary benefits including but not limited to Flexible Spending Accounts, Accident, Cancer, Short Term Disability, Long Term Disability, Life insurance.

#### **1.2 The following services shall be included for all benefit programs:**

Proposers shall set forth in the “Flat Fee” section of the Fee Schedule their annual fee (or if commission only, please so indicate) for performing the following services:

- A. Market benefits programs, including preparation of quality marketing submissions and development of coverage specifications.

- B. Select insurance markets and evaluate coverage quotations and provide HACB the most comprehensive and affordable options for consideration.
- C. Fully document marketing of benefits programs, including declinations received from insurance carriers.
- D. Assist with coverage and claim disputes.
- E. Assess each benefits carrier's stability, solvency, and service competency. Report on industry trends and immediately notify HACB of any positive or adverse developments.
- F. Respond to HACB communications or inquiries the same business day in general; if not practicable, response should be within twenty-four hours.
- G. Key personnel available between 8:00 a.m. and 5:00 p.m. Central Standard Time
- H. Meet or exceed the HACB's time expectations and renewal calendar. Employee Benefits renewals occur annually on January 1<sup>st</sup> with open enrollment beginning as early as October 1<sup>st</sup>.
- I. Coordinate, attend, and participate in carrier loss control surveys and underwriter visits.
- J. Make educational presentations to HACB staff on requested risk and/or benefits related topics.
- K. Attend meetings as directed.
- L. Full understanding and priority of the Affordable Care Act provisions and compliance requirements for employee benefits.
- M. Advise/consult with HACB on any self-insured medical plan option. Assist in determining and recommending the most economical funding methods for the benefits program.

- N. Conduct necessary actuarial analysis on an annual basis and make recommendations to staff relative to methods of funding plan changes, if any, up to and including individual and aggregate stop loss parameters.
- O. Represent HACB in all negotiations with providers on all issues including those related to premiums, benefit levels, plan designs, and special terms and conditions.
- P. Research and advise HACB on any new developments in the law and employee benefit programs on an ongoing basis on all pertinent matters but very specifically as they may relate to the Affordable Care Act.
- Q. Actively seek benefit carriers with prolific wellness initiatives.
- R. Actively seek benefit carriers with alternative medicine options such as Naturopathy and Osteopathy.
- S. All consultant recommendations must be as requested by HACB, prepare bid specifications and solicit proposals from insurance markets which specialize in group insurance plans as needed.
- T. Consultant will assist HACB in communicating its benefit plan options and assist with the open enrollment period for benefits to all levels of staff.
- U. Evaluate bids and bidders including administration, claim payment procedures, customer service, network, reserve establishment policies, financial soundness and identifying the most cost-beneficial package from among the various bidders.
- V. Schedule quarterly meetings with HACB representatives to discuss loss control issues, exposure changes and general administrative matters pertaining to the Authority's benefits programs.
- W. Provide local contact names for each benefits program; HACB desires local representation for each line of business where possible.

- X. Provide an actuarial certified statement of Incurred but Not Reported (IBNR) claims to HACB's finance department annually, if applicable; HACB currently has fully funded plans for medical and dental.
- Y. Perform any additional work not specifically enumerated here related to accomplishing the Scope of Work.
- Z. If the incumbent Consultant is not selected, they will streamline and transition existing contracted work to the selected proposer to a practical conclusion.

**If other services are included in your fee for this section of the Scope of Work, please state and explain them clearly.**

**1.3 Time Expectations and Renewal Calendar for Employee Benefits Broker:**

- A. Respond to phone calls and emails within one business day, at a minimum.
- B. Submit annual actuarial analysis for HACB's review on the benefits plan as requested and within a reasonable time as determined by HACB.
- C. Benefits Consultant should be readily available for open enrollment and communication purposes beginning each September.
- D. HACB will set a renewal calendar with the Consultant's advice. The Proposer must provide proposed milestones and method of approach. Include these in Tab 4 of your submittal.

# ATTACHMENT B

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HUD FORM 5369-B

HUD FORM 5370-C

CONFLICT OF INTEREST FORM

# Instructions to Offerors Non-Construction

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



- 03291 -

## 1. Preparation of Offers

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

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

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

## 2. Submission of Offers

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

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

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

## 3. Amendments to Solicitations

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

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

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

## 4. Explanation to Prospective Offerors

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

## 5. Responsibility of Prospective Contractor

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

(b) The HA may

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

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

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

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

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

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

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

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

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

[Describe bid or proposal preparation instructions here:]

# General Conditions for Non-Construction Contracts

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

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

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/01/2014)

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**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 \$100,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) **greater than \$2,000 but not more than \$100,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$100,000 – use Sections I and II.**

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**Section I - Clauses for All Non-Construction Contracts greater than \$100,000**  
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### 1. Definitions

The following definitions are applicable to this contract:

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

### 2. Changes

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

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

### 3. Termination for Convenience and Default

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

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

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

- (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.

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.

**5. Rights in Data (Ownership and Proprietary Interest)**

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

**6. Energy Efficiency**

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

**7. Disputes**

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

**8. Contract Termination; Debarment**

**9. Assignment of Contract**

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

**10. Certificate and Release**

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

**11. Organizational Conflicts of Interest**

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

**12. Inspection and Acceptance**

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

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

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

### 13. Interest of Members of Congress

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

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

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

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

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (ii) The prohibition does not apply as follows:

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

## 16. Equal Employment Opportunity

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

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

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

## 17. Dissemination or Disclosure of Information

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

## 18. Contractor's Status

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

## 19. Other Contractors

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

## 20. Liens

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

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

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

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

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

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

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

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

## FORM CIQ

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

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

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

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

### OFFICE USE ONLY

Date Received

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

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

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

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

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

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

Yes       No

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

Yes       No

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

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

**7**

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

\_\_\_\_\_  
Date



## **CONFLICT OF INTEREST QUESTIONNAIRE**

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

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

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

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

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

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

\*\*\*

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

# Attachment C

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PROFILE OF FIRM FORM

**PROFILE OF FIRM FORM**

(This Form must be fully completed and placed under Section 3 of the proposal submittal.)

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. Identify Principals/Partners in Firm:

NAME	TITLE	% OF OWNERSHIP

5. Identify the individual(s) that will act as project manager and any other supervisory personnel that will work on:

NAME	TITLE

6. 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:

- |   |   |   |   |
|---|---|---|---|
| <input type="checkbox"/> Caucasian<br>American (Male)<br>_____% | <input type="checkbox"/> Public-Held<br>Corporation<br>_____% | <input type="checkbox"/> Government<br>Agency<br>_____% | <input type="checkbox"/> Non-Profit<br>Organization<br>_____% |
|---|---|---|---|

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:

- |  |  |   |   |  |   |   |
|--|--|---|---|--|---|---|
| <input type="checkbox"/> Resident-<br>Owned*<br>_____% | <input type="checkbox"/> African<br>American<br>_____% | <input type="checkbox"/> **Native<br>American<br>_____% | <input type="checkbox"/> Hispanic<br>American<br>_____% | <input type="checkbox"/> Asian/Pacific<br>American<br>_____% | <input type="checkbox"/> Hasidic<br>Jew<br>_____% | <input type="checkbox"/> Asian/Indian<br>American<br>_____% |
|--|--|---|---|--|---|---|

- |   |   |  |   |
|---|---|--|---|
| <input type="checkbox"/> Woman-Owned<br>(MBE)<br>_____% | <input type="checkbox"/> Woman-Owned<br>(Caucasian)<br>_____% | <input type="checkbox"/> Disabled<br>Veteran<br>_____% | <input type="checkbox"/> Other (Specify):<br>_____% |
|---|---|--|---|

WMBE Certification Number: \_\_\_\_\_

Certified by (Agency): \_\_\_\_\_

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

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

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

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

\_\_\_\_\_  
**Company**

**PROFILE OF FIRM FORM**

(This Form must be fully completed and placed under Section 3 of the proposal submittal.)

- 7. Federal Tax ID No.: \_\_\_\_\_
- 8. Texas Business License No.: \_\_\_\_\_
- 9. State of Texas License Type and No.: \_\_\_\_\_
- 10. Worker's Compensation Insurance Carrier: \_\_\_\_\_  
Policy No.: \_\_\_\_\_ Expiration Date: \_\_\_\_\_
- 11. General Liability Insurance Carrier: \_\_\_\_\_  
Policy No. \_\_\_\_\_ Expiration Date: \_\_\_\_\_
- 12. Professional Liability Insurance Carrier: \_\_\_\_\_  
Policy No. \_\_\_\_\_ Expiration Date: \_\_\_\_\_
- 13. 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 out the State of Texas? Yes  No   
If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.
- 14. Disclosure Statement: Does this firm or any principals thereof have any current, past personal or professional relationship with any Commissioner or Officer of the HA? Yes  No   
If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.
- 15. 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 HA or any person interested in the proposed contract; and that all statements in said proposal are true.
- 16. 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 HA discovers that any information entered herein is false, that shall entitle AHA to not consider nor make award or to cancel any award with the undersigned party.
- 17. I have read and understand the requirements for the Request for Proposal.
- 18. I will comply with the local jurisdiction's rules and regulations pertaining to the work.
- 19. That all work will be permitted with the municipality and completed according to its rules and regulations.

- 20. I will comply with the regulatory requirements in the General Requirements ([HUD form 5970 EZ](#) )
- 21. I understand that this project requires the payment of prevailing wages and benefits in accordance with the Davis-Bacon Act, and will submit all appropriate documentation with all invoices for payment.
- 22. I will comply with the Supplementary Instructions to Bidders --“Contractor Requirements for Federally Assisted Projects”
- 23. Prior to contract, I will be required to submit certification of appropriate insurance and provide an IRS form W-9 to the Housing Authority of the City of Brownsville.
- 24. I have read the form HUD 5369-B “Instructions to Offerors”
- 25. That the Housing Authority of the City of Brownsville (HACB) reserves the right not to award a contract to any firm or person with a history of poor performance on projects performed for HACB or for others at the sole opinion and discretion of HACB.
- 26. That the Housing Authority of the City of Brownsville will not contract with any firm or person that is listed on federal debarment lists.
- 27. That any costs and fees associated with the presentation of a proposal are borne solely by the bidder.
- 28. ONLY for bids exceeding \$100,000: I understand that I will be required to provide a bid guarantee, and performance and payment bonds.

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**Signature**

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**Date**

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**Printed Name**

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**Company**

# Attachment D

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FORM OF PROPOSAL

## FORM OF PROPOSAL

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

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

X=ITEM INCLUDED	SUBMITTAL ITEMS
	Tab 1 Form of Proposal
	Tab 2 Form HUD-5369-B, Form HUD-5369-C, Form HUD 5370C Section I Form HUD-5370C Section I
	Tab 3 Profile of Firm Form
	Tab 4 Submission Requirements
	Tab 5 Client Information
	Tab 6 Joint Ventures, Partnerships, and/or Subcontractors. (Optional)
	Tab 7 Subcontractor Information (Optional)
	Tab 8 Section 3 Business Preference Documentation and/or Section 3 Plan
	Tab 9 Small/Minority Business Utilization Plan
	Tab 10 Other Information (Optional)

### SECTION 3 STATEMENT

Are you claiming a Section 3 business preference?     Yes     No

**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 if HACB discovers that any information entered herein to be false, this shall entitle HACB to not consider or make award or to cancel any award with the undersigned party. Further, by completing and submitting the proposal submittal, the undersigned proposer is thereby agreeing to abide by all terms and conditions pertaining to this RFQ as issued by HACB, in hard copy. Pursuant to all RFQ 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 HACB with the services described herein for such fee(s) to be negotiated as provided by the terms of this solicitation.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Company: \_\_\_\_\_ Phone: \_\_\_\_\_  
Title: \_\_\_\_\_ Email: \_\_\_\_\_  
Fax: \_\_\_\_\_



# Attachment E

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SECTION 3

**Section 3 Business Preference Submittal Form**  
(RFQ Attachment E)

1.0 Introduction. This form must 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 following for all that apply to his/her 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):

[Table No. 1]

(1) Section	(2) Mark "X"* if Included	(3) Description
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

**Section 3 Business Preference Submittal Form  
(RFQ Attachment E)**

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 see the immediate following:

[Table No. 2]

(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), or any documentation showing proof of the receipt of public assistance.

**Section 3 Business Preference Submittal Form  
(RFQ Attachment E)**

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 see the immediate following:

[Table No. 3]

(1)	(2)	(3)
Name of Section 3 Firm Receiving the Subcontract	Total Amount of Subcontract(s)	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) or any other documentation showing proof of receipt of public assistance.

**Section 3 Business Preference Submittal Form**  
(RFQ Attachment E)

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. 4]

Priority Claimed (Mark "X")	Max Point Value	Factor Type	Factor Description
		Objective	<b>SECTION 3 BUSINESS PREFERENCE PARTICIPATION.</b> (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.
	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.

**Section 3 Business Preference Submittal Form  
(RFQ Attachment E)**

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

**Section 3 Business Preference Explanation**  
(RFQ Attachment E-1)

- 1.0 Introduction. The purpose of this document is to, in simplified terms, explain to proposers, 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 those communities served by the Agency. 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 Brownsville (hereinafter, "the Agency"), preference must be given to low- and very low-income persons residing in Cameron 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 Cameron County, TX.
      - 3.1.2.1 Low- and very low-income within Cameron County, TX is defined residents within the following income levels for FY 2022:

[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%)	\$23,850	\$27,250	\$30,650	\$34,050	\$36,800	\$39,500	\$42,250	\$44,950
Extremely Low (30%)	\$14,350	\$18,310	\$23,030	\$27,750	\$32,470	\$37,190	\$41,910	\$44,950
Low (80%)	\$38,150	\$43,600	\$49,050	\$54,450	\$58,850	\$63,200	\$67,550	\$71,900

**Section 3 Business Preference Explanation**  
**(RFQ Attachment E-1)**

- 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 proposers and proposers the option of a Preference.
- 5.2 In response to a competitive solicitation (this Request for Qualifications or RFQ), proposers 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 proposer to be deemed non-responsive); however, if a proposer 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 proposer 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.



**Section 3 Business Preference Explanation**  
(RFQ Attachment E-1)

6.1.1 If the contractor 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 Request for Proposals competitive solicitation process, the Agency will give a Preference based upon the following:

[Table No. 2]

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.
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.
15 points		Maximum Available Preference Points (Additional)

**Section 3 Business Preference Explanation**  
**(RFQ Attachment E-1)**

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 §135.38, the following Section 3 Clause will be a part of every applicable contract the Agency executes, and when a contractor executes the contract he/she is 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. 170lu. 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.

**Section 3 Business Preference Explanation**  
**(RFQ Attachment E-1)**

- 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 Action (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 proposer 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

**Section 3 Business Preference Explanation**  
(RFQ Attachment E-1)

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.

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- 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 proposers 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 proposer 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 or proposals 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 proposal invitations or request for proposals.
  - 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.

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- 9.8 Coordinating pre-proposal 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.