OPPORTUNITY HOME SAN ANTONIO
A COMMUNITY OF POSSIBILITIES

REQUEST FOR PROPOSALS

Access Control and Security Cameras

for

Opportunity Home San Antonio *and*
Affiliated Entity **Affordable Housing Communities**

Date Issued
May 29, 2025

RFP #
2506-5592

NIGP Code #
990-46,
990-50

Closes
June 25, 2025 at 2 p.m.

Prepared by
Opportunity Home San Antonio
Department of Procurement

Michael Reyes
President and CEO

Table of Contents

Section A
Background Information and Evaluation

I. Background Information: The Housing Authority of the City of San Antonio, Texas, a/k/a Opportunity Home San Antonio ("Opportunity Home" or "Owner") and its affiliated entities, is a public housing agency created by resolution of the City of San Antonio in 1938 pursuant to the Texas Housing Authorities Law (now Chapter 392 of the Texas Local Government Code) and federal law. Opportunity Home is a unit of government and its functions are essential governmental functions. The property of Opportunity Home 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.

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

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

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

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

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

Opportunity Home is governed by a Board of Commissioners and managed on a day-to-day basis by its President and CEO. The Opportunity Home Board of Commissioners, upon the advice of the President and CEO, approves all major policy and contractual decisions. The President and CEO is then charged with implementing these actions.

II. Introduction::

Opportunity Home San Antonio (Opportunity Home) and its affiliates is seeking proposals from qualified, licensed, experienced and bonded contractors for an Access Control and Security Cameras project for Opportunity Home properties. These services are required to preserve the assets.

III. Timeline:

DATE ISSUED	May 29, 2025
NON-MANDATORY PRE-SUBMITTAL MEETING	No Meeting Scheduled **~ Site Visit Recommended ~** **(See schedule attached)**
LAST DATE FOR QUESTIONS	June 17, 2025- Submit in the Bonfire Portal
PROPOSAL DUE DATE	June 25, 2025 at 2:00 P.M. Submitted in the Bonfire Portal
ANTICIPATED APPROVAL BY THE BOARD	August 2025

Opportunity Home reserves the right to modify this schedule at their discretion. Notification of changes in connection with this solicitation will be made available to all interested parties via an emailed Addendum.

IV. Objectives:

A. Award to an experienced, licensed, and qualified contractor to provide access control systems, panic buttons, and security camera solutions to Opportunity Home public housing properties identified herein.

B. Minimum Qualifications:

a. Respondent must demonstrate that they have been actively engaged for a minimum of five (5) consecutive years in intrusion protection/access control and security camera provision and installation.

b. Must have all required licensing from the Texas Department of Safety or federal government for security cameras and access control systems.

c. Must have the ability to meet all qualifications and ability to perform the work specified in the Project Scope of Work (Exhibit A).

Continued on Next Page

IIV. Evaluation: Each proposal submittal will be evaluated based upon the following information and criteria:

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

B. Evaluation-Responsibility: Opportunity Home shall select a minimum of a three-person panel, using the criteria established below, to evaluate each of the proposals submitted in response to this RFP to determine the Respondent's level of responsibility. Opportunity Home will consider capabilities or advantages that are clearly described in the proposal that oral presentations may confirm, site visits, demonstrations, and references contacted by Opportunity Home. All proposals would be evaluated as to their overall value to Opportunity Home.

C. Restrictions: All persons having familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a Respondent will be excluded from participation on Opportunity Home's evaluation panel. Similarly, all persons having ownership interest in and/or contract with a Respondents will be excluded from participation on Opportunity Home's evaluation panel.

D. 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
0 Non Responsive

Continued on Next Page

No.	Points	Weighted Average	CRITERION DESCRIPTION
1	0-5	20%	**Experience, Performance, and Capacity:** Relevant experience in intrusion protection-access control and security camera installation for other entities of similar size and complexity. Demonstrated evidence of Respondent's overall ability to perform the project scope of work (Exhibit A). Proven track record of providing successful results to clients with consideration given to those firms with past experience providing services to other governmental clients. Evidence of qualifications, experience, and competency of professional personnel who will be assigned to the contract by the Respondent including tenure with firm, length of time in the industry, and type of experience.
2	0-5	30%	**Respondent's Project Management and Implementation Plan:** Clear understanding of the work to be done. Soundness of proposed approach, methodology, deliverables, and project plan that clearly demonstrates ability to meet deadlines and complete requested services within project schedule deadlines and within budget. Capability to provide comprehensive, unified and scalable Security Camera Solution and provide all necessary equipment that meets specifications found in Project Scope of Work (Exhibit A).
		20%	**Respondent's Quality Control and Warranty Support:** Commitment to quality, and ability to establish an effective quality assurance program associated with the work that minimizes errors and delay in performance. Comprehensiveness of support and warranty response for all installed components.and systems.
3	0-5	20%	**Price proposal:** Price of the proposed services.
4	0-5	5%	**Strength of the Contractor's Section 3 Utilization Plan**
5	0-5	5%	**Strength of the Contractor's S/W/MBE Utilization Plan**
		100%	**Total Points for Criteria**

E. **Competitive Range:** Once a competitive range is established from the proposals submitted, Opportunity Home reserves the right to require Respondents within the competitive range to have an interview or make a presentation to the evaluation committee. Presentations and interviews, if requested, shall be a factor in the award recommendation.

Section B
Instructions to Respondents

I. **Point of Contact**: The point of contact for purposes of obtaining the Request for Proposal and submitting responses is:

POINT OF CONTACT	Shayne Everett-Endres, Contract Specialist Opportunity Home San Antonio 818 S. Flores San Antonio, TX 78204 Phone: (210) 477-6254 E-mail: shayne_everett-endres@homesa.org TX TTY: 1-800-735-2989

The Request for Proposals can be obtained by calling 210-477-6059 or online at

https://homesa.bonfirehub.com/portal/?tab=openOpportunities
https://ha.internationaleprocurement.com

All Addenda will be posted on Bonfire portal
https://homesa.bonfirehub.com/portal/?tab=openOpportunities
Any changes that are issued before the proposal submission deadline shall be binding upon all prospective Respondents.

Respondents shall address all communication and correspondences pertaining to this RFP process to only the Contact person identified above. Respondents must not inquire or communicate with any other Opportunity Home staff member or official (including members of the Board of Commissioners) pertaining to this RFP. Failure to comply with this requirement is cause for a proposal to be disqualified. During the RFP solicitation process, Opportunity Home will not conduct any ex parte conversations which may give one prospective respondent an advantage over other prospective Respondents.

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

III. Non-Mandatory Pre-Proposal Conference: A pre-proposal conference will be held virtually as indicated herein. The purpose of this conference is to assist Respondents in understanding the RFP documents and required submittal documents. At this conference, Opportunity Home will conduct an overview of the RFP documents, including attachments. Any questions must be submitted in writing (e-mail is acceptable) to the contact person listed herein and will be answered in an addendum.

IV. Opportunity Home'S Reservation of Rights:

A. Opportunity Home reserves the right, without liability, to:

1. Reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed by Opportunity Home to be in its best interests.
2. Not to award a contract pursuant to this RFP
3. Terminate a contract awarded pursuant to this RFP at any time for its convenience upon 30 days' written notice to the successful Respondent.
4. Determine the days, hours, and locations in which the services are performed in this RFP.
5. Retain all proposals submitted and not permit withdrawal for a period of 90 days subsequent to the deadline for receiving proposals without written consent from Opportunity Home.
6. Negotiate the fees proposed by all Respondents. If such negotiations are not, in the opinion of Opportunity Home, successfully concluded within a reasonable timeframe as determined by Opportunity Home, Opportunity Home shall retain the right to end such negotiations.
7. Reject and not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to rejection of incomplete proposals and/or proposals offering alternate or non-requested services and from Respondents deemed non-responsive and non-responsible.
8. Prohibit any further participation by a Respondent or reject any proposal submitted that does not conform to any of the requirements detailed herein. Each prospective Respondent further agrees that he/she will inform Opportunity Home in writing within five (5) days of the discovery of any item that is issued thereafter by Opportunity Home that he/she feels needs to be addressed. Failure to abide by this timeframe shall relieve Opportunity Home, but not the prospective Respondents, of any responsibility pertaining to such issue.
9. Award, to revise, change, alter or amend any of the instructions, terms, conditions, and/or specifications identified within the RFP documents issued, within any attachment or drawing, or within any addenda issued.

10. To advertise for new proposals or to proceed to do the work otherwise if proposals are rejected.

11. Cancel the award of any proposal(s) at any time before the execution of the contract documents by all parties.

12. Reduce or increase estimated or actual quantities in whatever amount necessary if funding is not available, legal restrictions are placed upon the expenditure of monies for this category of service or supplies, or Opportunity Home's requirements in good faith change after award of the contract.

13. Make an award to more than one Respondents based on ratings or to make an award with or without negotiations or Best and Final Offers (BAFO)

14. Establish a competitive range for responses based on the initial scores and to require presentations by the Respondents within the competitive range.

15. Require additional information from all Respondents to determine level of responsibility. Such information shall be submitted in the form and time frame required by Opportunity Home.

16. Amend the terms of the contract any time prior to contract execution.

17. Contact any individuals, entities, or organizations that have had a business relationship with the Respondents regardless of their inclusion in the reference section of the proposal submittal.

V. **Timely Submissions:** Late submissions will not be accepted. Proposals received prior to the submittal deadline shall be securely kept, unopened, by Opportunity Home. No proposal received after the designated deadline shall be considered. Respondents are cautioned that any proposal submittal that is time-stamped as being received by Opportunity Home after the exact time set as the deadline for the receiving of proposals shall not be considered. Any such proposal inadvertently opened shall be ruled to be invalid. No responsibility will attach to Opportunity Home or any official or employee thereof, for the pre-opening of, or the failure to open a proposal not properly addressed and identified.

VI. **Pre-Qualification:** Respondents will not be required to pre-qualify to submit a proposal. However, all Respondents will be required to submit adequate information showing that the Respondents is qualified to perform the required work

VII. **Review of RFP Forms, Documents, Specifications and Drawings:** It shall be each Respondent's responsibility to examine carefully and, as may be required, properly complete all documents issued pursuant to this RFP. Unless otherwise instructed, specifications and drawings (if provided) do not purport to show all of the exact details of the work. They are intended to illustrate the character and extent of the performance desired under the proposed contract and may be supplemented or revised from time to time.

VIII. Responses: Must be completed and submitted through the following Bonfire E-Procurement system portal: https://homesa.bonfirehub.com/portal/?tab=openOpportunities

IX. Withdrawal of Proposals: A request for withdrawal of a proposal due to a purported error must be filed in writing by the Respondents within 48 hours after the proposal deadline. The request shall contain a full explanation of the purported error. The foregoing shall not be construed to violate the common law right of withdrawal for material error as defined in State statute. Opportunity Home retains the right to accept or reject any and all bids to the extent permitted by law. Negligence on the part of the Respondents in preparing his/her proposal confers no right of withdrawal or modification of the proposal after such proposal has been received and opened.

X. Mistake in Proposal Submitted: After a proposal has been opened it may not be changed for the purpose of correcting an error in the pricing. This does not affect the common law right of the Respondent to withdraw a bid due to a material mistake in the bid.

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

1. If the forms furnished by Opportunity Home are not used or are altered or if the proposed costs are not submitted as required and where provided.
2. If all requested completed attachments do not accompany the proposal submittal.
3. If there are unauthorized additions, conditional or alternate proposals, or irregularities of any kind which may tend to make the proposal incomplete, indefinite or ambiguous as to its meaning or give the Respondents submitting the same a competitive advantage over other Respondents.
4. If the Respondent adds any provisions reserving the right to accept or reject any award or to enter into a contract pursuant to an award.

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

a. Evidence of collusion among prospective Respondents. Participants in such collusion will receive no recognition as Respondents or Respondents for any future work with Opportunity Home until such participant shall have been reinstated as a qualified bidder or Respondent. The names of all participants in such collusion shall be reported to HUD and any other inquiring governmental agency.

b. More than one proposal for the same work from an individual, firm, or corporation under the same or different name(s).

c. Lack of competency, lack of experience and/or lack of adequate resources.

d. Unsatisfactory performance record as shown by past work for Opportunity Home or with any other local, state or federal agency, judged from the standpoint of workmanship and progress.

e. Incomplete work, which in the judgment of Opportunity Home, might hinder or prevent prompt completion of additional work, if awarded.

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

g. Failure to demonstrate minimum qualification requirements of Opportunity Home.

h. Failure to list, if required, all team members, subcontractors (if subcontractors are allowed by Opportunity Home) who will be engaged by the successful Respondent(s) to participate in the Project.

i. Failure of the successful Respondents to be properly licensed by the City, County and/or the State of Texas and/or to be insured by a commercial general liability policy and/or worker's compensation policy and/or business automobile liability policy, if applicable.

j. Any reason to be determined in good faith, to be in the best interests of Opportunity Home.

XII. Questions/Inquiries: A Respondent may inquire or question any of the proposal documents or any part of the information contained therein, by submitting, in writing to the contact person listed herein, at least eight (8) days prior to the proposal submission deadline, a complete and specific explanation as to what he/she is requiring clarification. Opportunity Home reserves the right to issue a revision to the applicable RFP requirements in the form of an Addendum or may reject the Respondent's request.

XIII. Substitutions: Respondents must propose a Project that meet the requirements of the RFP documents. All verbal communications or instructions provided by any Opportunity Home personnel shall only become official and binding when issued as an addendum by the Opportunity Home Procurement Department.

XIV. No Liability for Costs: Opportunity Home assumes no liability or responsibility for the costs incurred by the Respondents for any materials, efforts or expenses required in the preparation of proposals or in connection with presentations or demonstrations prior to the issuance of a Contract.

XV. Proposal Opening Results: Proposals are publicly opened and the results are generally a matter of public record. When Opportunity Home has concluded all evaluations, has chosen a final top-rated Respondent, has completed the award and is ready to issue such results, Opportunity Home shall notify the successful Respondents. All proposal documents submitted by the Respondents are generally a matter of public record unless such information is deemed to be proprietary.

XVI. Award: Submissions will be evaluted on the criteria stated in Section A of this RFP. After evaluation of the responses, the Contract will be awarded to the Respondents representing the "Best Value" to Opportunity Home after preferences for Section 3 business concerns are considered. The Selected Respondent will then enter into a development agreement with Opportunity Home. Opportunity Home reserves the right to issue a separate RFP for property management services.

A. Term and Type of Contract Award: Firm fixed contract for installation and one year of services with the option to extend services for up to four additional one (1) year periods at the sole discretion of Opportunity Home.

XVII. Taxes. Opportunity Home, as a governmental entity, is exempt from Texas State Sales and Use Taxes and Federal Excise Taxes. A letter of Tax Exemption will be provided upon request.

XVIII. Insurance: If a Respondent receives an award and unless otherwise waived in the Contract, the Selected Respondent will be required to provide an original Certificate of Insurance confirming the minimum requirements found within Exhibit I to Opportunity Home within 10 days of contract signature.

XIX. Exceptions. Opportunity Home will consider any exception to the RFP that the Respondent wishes to include but the failure of Opportunity Home to include such exceptions does not give the successful Respondent the right to refuse to execute Opportunity Home's contract form. It is the responsibility of each prospective Respondent to notify Opportunity Home, in writing, in its Proposal of any exceptions to the RFP terms. Opportunity Home will consider such clauses and determine whether or not to include in the Contract.

XX. <u>RIGHT TO PROTEST:</u>

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

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

Continued on Next Page

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

3. **Procedure:** Any actual or prospective contractor may protest the solicitation or award of a contract for material violation of Opportunity Home's procurement policy. Any protest against a Opportunity Home 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 Director of Procurement for a written decision. The Director of Procurement shall make a recommendation to the Contracting Officer who shall issue a written decision and findings to the Contractor within 30 days from receipt of the written protest. This decision is then appealable to the Board of Commissioners within 30 days of receipt of the written decision. Appeals which are not timely filed will not be considered and the decision becomes final. All appeals shall be marked and sent to the address as listed in the following example:

   APPEAL OF RFP NO. (insert exact number of RFP here)
   Opportunity Home San Antonio
   Attn: Director of Procurement
   818 South Flores Street
   San Antonio, TX 78204

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Information To Be Submitted

The response to this RFP shall be submitted in the manner described in this Section. 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 noted below. 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 Respondent from consideration for award.

Opportunity Home can accompany and provide access to the properties should a site survey be necessary as part of Respondent's submission. A site survey with a qualified electrical professional or engineer is recommended but not required for submission.

C.1 Tab 1, Profile of Firm and Company Biography:
Respondents will be required to complete and return these forms as indicated and place them under this tab.

C.2 Tab 2 Experience, Performance, and Capacity:
The Respondent must submit under this tab: the following items:

1. **Executive Summary.** Summarize Respondent's understanding of the work to be done and state Respondent's commitment to performing the work as stated in the Project Scope of Work. This section should summarize the key points of Respondent's submittal.

2. **Experience.** Provide a brief history and description of Respondent firm's business organization and a narrative statement regarding Respondent's recent intrusion protection-access control system and security camera experience. Include the location of offices and the number and types of relevant professional staff in each office. Include a discussion of the specific expertise and services that distinguish Respondent's firm. Respondent must be able to provide information that demonstrates that they have been actively engaged for a minimum of five (5) consecutive years in intrusion protection-access control and security camera provision and Installation. Respondent must provide proof of licensing from the Texas Department of Public Safety.

   Describe Respondent's experience, if any, in providing similar services to other clients, especially other governmental entities, and describe the business practices that enable the firm to complete these tasks in an efficient, timely, and, at times, expeditious manner.

Continued on Next Page

If Respondent proposes to subcontract any portion of the work described in its response, the subcontracted firm or firms must be identified in this section. The role of the firm or firms should be explained along with a description of the specific expertise and services that the firm or firms contribute to the overall value of the proposal. Provide a list of three references of clients for which Respondent has performed similar work, as described in this RFP, within the past three years.

3. **Personnel.** Respondent shall provide the names, proposed roles, background and experience, current professional licenses, office location, and availability of the personnel that would perform the services and provide the deliverables as described in the Scope of Work of this RFP. Specifically, identify the primary person(s) who will be responsible for managing the relationship with Opportunity Home during this endeavor. Respondent must submit a current resume for all proposed staff listing relevant experience and applicable professional affiliations.

4. **Capacity/Financial Viability:** Respondent shall provide evidence that it has sufficient financial ability to undertake this project. This may include copies of most recent financial statements and more recent audit if available or balance sheet, income cash flow and lines of credit.

   Any additional documentation or information evidencing the strength of the Respondent and its ability to complete the assigned tasks.

C.3 Tab 3, Client Information:

Respondent shall provide copies of current licenses and certifications as required to perform the services.

1. **Client References:** Respondent shall identify three former or current clients, preferably other than Opportunity Home, for whom the Respondent has performed similar or like services to those being proposed herein. The list shall, at a minimum, include for each reference the client's name, telephone number and address, description of services provided to the client, and date of services.

C.4 Tab 4: Respondent's Project Management and Implementation Plan:

1. Respondent shall provide a description of the proposed approach/methodology that Respondent will follow, along with a project plan and project schedule that identifies the phases, roles and responsibilities and tasks required to complete the services defined in the Project Scope of Work. Include in this Section the deliverables and reports that will be provided, the Project controls that will be used, and the tasks that will be performed.

Continued on Next Page

This Project is time-sensitive. The Project schedule submitted should reflect the use of personnel working concurrently and simultaneously to reach maximum results to meet project deadlines and expectations. Any and all efforts to speed up the process implementation to meet Opportunity Home's purpose should be considered and included in the submission.

Respondent shall identify any significant project management or accounting tools that might be used in the development of the deliverables and the significance of their use.

Respondent shall provide a technical roadmap to include diagrams and floorplans to visibly show the line of sight for cameras and the locations of all devices such as door access points, motion detectors, glass break detectors, etc. for the proposed security camera solution and describe how the proposed solution meets or exceeds the specifications stated in Exhibit A. **Note:** The latest released system software version must be installed at the time of delivery. In the event a new software version is released after a portion of the system has been installed, but before the entire system is deployed, the successful Respondent will be required to upgrade the software at all other previously installed locations to the latest version at no additional cost to Owner. In short, at the time of final contract acceptance and final contract payment, all system components installed will have the latest release level of software. Additionally, the Respondent may not propose products based on future releases of hardware and/or software. If the successful Respondent is unable to provide the proposed product(s) or feature(s) by the proposed delivery date, the successful Respondent must be able to provide a resolution of equal or greater value to the Owner, at no additional charge to the Owner, including services required to implement the solution.

2. Respondent shall submit all safety guidelines that they intend to follow for the work crew while on-premise this includes but is not limited to COVID-19 safety precautions, if any as provided by the CDC and San Antonio Metro Health.
3. The Respondent shall disclose the terms and conditions of its software licensing and any limitations on the use of software in the Proposal.
4. Proposals should explain any schedule of software and firmware upgrades.

Continued on Next Page

C.5 Tab 5: Respondent's Quality Control and Support:

1. Respondent shall provide a description of the policies and procedures that demonstrate the Respondent's commitment to quality, and ability to establish an effective quality assurance program associated with the Program that minimizes errors and delay in performance. Respondent's shall also provide a description of its ability to mobilize and manage Project resources that demonstrates resource commitments as necessary to timely complete the Project within the projected costs.

2. Respondent shall provide a written manufacturer warranty agreeing to replace any portion of the Project that fails due to defect in materials or workmanship. Labor for repairs shall be covered by the manufacturer for a specified period. Warranty for all installations for this Project must be a minimum of two(2) years, 5 years preferred. The Respondent should provide a detailed description of support offered, and the average response time for a support request consistent with the requirements found in Exhibit A.

3. Service or maintenance agreements should be included in the proposal with associated costs.

C.6 Tab 6, HUD Forms, Conflict of Interest Questionnaire and Form 1295:

These Forms are attached hereto as Attachment D to this RFP document must be fully completed, except as noted, executed where provided thereon, and submitted under this tab as a part of the proposal submittal. The successful Respondent shall be required to submit a Form 1295 to the Texas Ethics Commission in compliance with Government Code 2252.908 and a notarized copy of the submission along with the Certification prior to execution of the contract with Opportunity Home.

C.7 Tab 7, Section 3 Business Preference:

Any Respondent 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 Respondent is seeking the preference, verification of total number of full-time employees, names and addresses of low-income residents who are Respondents employees. Note: If you qualify as a Section 3 Business Concern, your proposal will receive a preference over other respondents as specified in Attachment D.

C.8 Tab 8, Small/Minority/Disadvantaged/Veteran Business Enterprise Utilization Plan:

The Respondents 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 with S/W/MBE may include:

- Delivery and Runner Services

- Office Supplies
- Temporary Personnel
- Other CPA and/or auditing firms
- Printing & binding

FAILURE TO PROVIDE THE SWMBE PLAN MAY CAUSE THE RESPONSE TO BE DISQUALIFIED AS NON-RESPONSIVE.

C.9 Tab 9, Section 3 Good Faith Effort Compliance Plan:

Respondents are required to complete and submit the SECTION 3 PROGRAM GOOD FAITH EFFORT COMPLIANCE PLAN outlining their efforts to employ qualified Section 3 businesses or persons. The goal as stated in the Good Faith Effort Compliance Plan is thirty percent (30%) of new hires for Section 3 persons per contract. The subcontracting goal is ten percent (10%) for Section 3 Businesses for construction contracts and three percent (3%) for Section 3 Businesses for non-construction contracts. Opportunity Home will provide a listing of qualified Section 3 Businesses upon request. See C6 above for potential areas to subcontract. **FAILURE TO PROVIDE THE SECTION 3 PROGRAM GOOD FAITH EFFORT COMPLIANCE PLAN MAY CAUSE THE RESPONSE TO BE DISQUALIFIED AS NON-RESPONSIVE.**

C.10 Tab 10, Proposal Checklist and Certification:

Respondent shall certify that the Proposal documents are complete and included in the response and to the Certification contained in Attachment E.

C.11 Tab 11, Form of Proposal and Pricing:

Respondent shall certify that the Proposal document and pricing are complete and included in the response contained in Attachment F.

Respondent shall provide the total solution cost and provide the deliverables by completing Exhibit B (Fee Sheet). A breakdown of the proposed solution as provided in Exhibit B is also required. System pricing should include everything necessary for the system to function properly upon project completion including all equipment, hardware (and servers), software, licensing, cabling, etc., as well as configuration and installation of all equipment and software. **Pricing shall also include the removal and recycling/disposal of all existing cameras and associated cabling from the buildings**. It is the responsibility of the Respondent to clearly identify all costs associated with the proposal as well as any additional services or support included. Monthly monitoring fees are understood to be part of the industry standards and must be disclosed in the fees.

Respondent shall usethe design provided in Exhibit A-1 and Exhibit A-2 as guides when providing its pricing for installation of the electrical components, cabling and mounting.

End of Section C

Section D
Terms and Conditions

These Terms and Conditions shall be considered minimum terms of any Contract between the Successful Respondent ("Contractor") and Opportunity Home. The Respondent must also be familiar with federal guidelines issued by HUD, if applicable, (see HUD forms). These guidelines, together with any supplemental general conditions issued by HUD, outline requirements for the conduct of work and administrative requirements. The guidelines include, but are not limited to, Termination for Convenience, Default, Clean Air and Water standards, and compliance with Davis-Bacon wage rates. Any exceptions to the requirements of these terms shall be noted in the proposal. Opportunity Home shall have no obligation to accept any exceptions and may reject any proposal noting exceptions to its contract requirements.

I. GENERAL RESPONSIBILITIES:

A. **Specifications.** The Contractor shall provide the Project in accordance with the Scope of Work stated in Exhibit A.

B. **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. **Obtaining licenses and permits shall be the sole responsibility of the Contractor.**

C. **Timesheets.** Contractor shall keep accurate timesheets for all employees assigned to perform any project, task, or assignment in the Project.

D. **Unacceptable Employees:** If any employee of the Contractor is deemed unacceptable by Opportunity Home, Contractor shall immediately replace such personnel with a substitute acceptable to Opportunity Home.

E. **Uniforms/Badges:** Contractor shall provide uniforms and/or ID badges for all employees working on Opportunity Home's properties. No employee will be allowed on Opportunity Home's properties out of uniform and/or without an ID badge.

F. **Criminal history/Drug testing.** Contractor shall perform criminal history checks and drug screening tests on all employees performing work and if requested provide summaries of the results to Opportunity Home. Prospective employees whose criminal history checks discloses a misdemeanor or felony conviction involving crimes of moral turpitude or harm to persons or property shall not be used to perform work under this RFP or any resulting contract. Criminal history and drug screening checks will be completed at the sole expense of the Contractor.

G. **Work on Opportunity Home Property:** The Contractor shall take all necessary precautions to prevent the occurrence of any injury to persons or property during the progress of such work and 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 Opportunity Home.

H. **Wages.** Contractor shall pay all salaries and expenses of, and all Federal, Social Security taxes, Federal and State Unemployment taxes, and any similar taxes relating to its employees used in the performance of the contract. The Contractor further agrees to comply with all Federal, State and local wage and hour laws and all licensing laws applicable to its employees or other personnel furnished under the agreement.

I. **Independent Contractor:** The Contractor shall be considered 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.

II. **SECTION 3 REQUIREMENTS**. **Contactor is required to prepare and submit monthly reports on Section 3.** Contractor shall utilize Section 3 residents and businesses as defined in Attachment D to perform the requirements under the Project to the greatest extent feasible and shall document such efforts monthly. Contractors will be evaluated on their performance at achieving this goal and such evaluation shall be a factor in future awards.

III. **SUBCONTRACTORS**. Contractor may not use any subcontractors to accomplish any portion of the services described within the RFP documents or the contract without the prior written permission of the Opportunity Home. Also, any substitution of subcontractors must be approved in writing by Opportunity Home prior to their engagement. All requirements for the "Prime" Contractor shall also apply to any and all subcontractors. It is the Contractors' responsibility to insure the compliance by the subcontractors. Regardless of subcontracting, the Contractor remains liable to Opportunity Home for the performance under the contract. The Contractor shall assure that its subcontractors comply with all applicable HUD regulations and Opportunity Home requirements including but not limited to Section 3 requirements, insurance, Davis Bacon wage requirements and reporting, permitting, code compliance, and licensure.

Continued on Next Page

IV. SMALL, WOMAN, MINORITY BUSINESS ENTERPRISES (SWMBE): The Contractor is required to include a plan identifying the Contractor's good faith efforts to assist Opportunity Home in its responsibility to foster the development of small and historically under-utilized business enterprises including woman owned, minority owned, disabled veteran owned business enterprises and other business enterprises owned and recognized by HUD as having privileged status. **All** subcontracting opportunities shall be outlined in this plan and any subcontractors listed on the Subcontractor's form provided in Attachment C. ***FAILURE TO PROVIDE A SWMBE PLAN MAY CAUSE THE SUBMITTAL TO BE DISQUALIFIED AS NON-RESPONSIVE.***

IV. LIMITATION/INDEMNIFICATION/INSURANCE

A. Limitation of Liability: In no event shall Opportunity Home be liable to the successful Respondents for any indirect, incidental, consequential or exemplary damages.

B. Indemnification. The Contractor shall indemnify and hold harmless Opportunity Home 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, to the extent 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. **Contractor ACKNOWLEDGES AND AGREES THAT THIS INDEMNITY CONTROLS OVER ALL OTHER PROVISIONS IN THE AGREEMENT, SURVIVES TERMINATION OF THIS AGREEMENT.**

For clarification purposes**,** Contractor shall indemnify and hold harmless Opportunity Home, 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.

C. Opportunity Home Actions. It is agreed by and between the parties hereto that in no event shall any official, officer, employee, or agent of Opportunity Home 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.

D. **Insurance:** The Contractor shall maintain in full force and effect during the entire contract term insurance in the form and in amounts found in Exhibit I.

V. **LIQUIDATED DAMAGES:** For each day that performance under the contract is delayed beyond the time specified for completion, the successful Respondents shall be liable for liquidated damages in the amount reflected in the contract. However, the timeframe for performance may be adjusted at Opportunity Home's discretion in writing prior to default under the contract.

VI. **WARRANTY.**

A. **General Warranty**. All items installed/provided under any contract must include a minimum two (2) year general warranty including labor and installation. This period will begin on the date of "FINAL" acceptance by Opportunity Home.

B. **Precedence.** The services provided under the contract shall conform to all information contained within the contract as well as applicable industry-published technical specifications, and the Specifications. If one specification contains more stringent requirements than the other, the more stringent requirements shall apply.

C. **Implied Warranties**. In addition to all other warranties, the warranty shall include the warranty for merchantability and the warranty of fitness for a particular purpose.

D. Contractor shall assign any warranties and guarantees to Opportunity Home and provide the Contractor's Warranty for Labor and Installation to Opportunity Home along with all Manufacturers' Warranty documents.

VII. **INVOICING:**

A. **Invoices**. Invoices must contain a complete description of the work or service that was performed, the contract price for each service, the purchase order number, contract number (if applicable), date of service, and address of service location or delivery address. Contractor(s) must submit a separate invoice for each purchase order issued by Opportunity Home unless prior approval is obtained from Opportunity Home. To insure prompt and timely payment of invoices, and unless utilizing a progress payment schedule, invoices shall be sent electronically to the following address:

Accounts_Payable@homesa.org

If the Contractor does not have the capability to send invoices electronically they may be mailed to:

Opportunity Home San Antonio
Finance and Accounting
P.O. Box 830428
San Antonio, TX 78283-0428

B. **Progress Payments**. If applicable, Opportunity Home may make progress payments approximately every 30 days as the work proceeds if work meets owner's standards, as approved by the Contracting Officer. Opportunity Home may, subject to written determination and approval of the Contracting Officer, make more frequent payments to contractors which are qualified small businesses in accordance with HUD documents.

C. **Direct Deposit**. Upon the Award of Contract, Contractor shall complete a form for direct deposit to process all payments electronically to insure prompt and efficient payment of all invoices.

D. Contractor shall invoice Opportunity Home within 60 days after the delivery of the goods or service. If a contractor fails to invoice within 60 days Opportunity Home reserves the right to not pay the invoice.

VIII. Laws and Regulations

A. **General**. Opportunity Home is a governmental entity as that term is defined in the procurement statutes. Opportunity Home and this RFP and all resulting contracts are subject to federal, state and local laws, rules, regulations and policies relating to procurement as applicable.
Contractor shall comply with all local, state and federal laws concerning safety (OSHA) and environmental control (EPA and Bexar County Pollution Regulations) and any other enacted ordinance, code, law or regulation. Contractor shall be responsible for all costs incurred for compliance with any such possible ordinance, code, law or regulation. No time extensions shall be granted or financial consideration given to the Contractor for time or monies lost due to violations of any such ordinance, code, law or regulations that may occur.

B. **Specific.** Contractors shall comply with all statutes, rules, regulations, executive orders affecting procurements by Housing Authorities including but not limited to:

- Executive Order 11246
- Executive Order 11063
- Copeland "Anti-Kickback" Act (18 USC 874)
- Davis Bacon and Related Acts (40 USC 276a-276a-7)
- Clean Air & Water Acts (42 USC 1857(h); 33 USC 1368)
- Contract Work Hours & Safety Standards Act (40 USC 327-330)
- Energy Policy & Conservation Act (PL 94-163, 89 STAT 871)
- Civil Rights Act of 1964, Title VI (PL 88-352)
- Civil Rights Act of 1968, Title VIII (PL 90-284 Fair Housing Act)
- Age Discrimination Act of 1975
- Anti-Drug Abuse Act of 1988 (42 USC 11901 et. Seq.)
- HUD Information Bulletin 909-

- Immigration Reform & Control Act of 1986
- Fair Labor Standards Act (29 USC 201, et. Seq.

C. **Incorporation**. Each provision of law and each clause, which is required by law to be inserted in this RFP or any contract, shall be deemed to have been inserted herein, and this RFP and any resulting contract shall be read and enforced as though such provision or clause had been physically inserted herein. If, through mistake or otherwise, any such provision is not inserted or is inserted incorrectly, this agreement shall forthwith be physically amended to make such insertion or correction upon the application of either party. The 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.

IX. Termination.

A. Early Termination. In the event any resulting contract is prematurely terminated due to non-performance and/or withdrawal by the Contractor, Opportunity Home reserves the right to seek monetary restitution (to include but not limited to withholding of monies owed) from the Contractor to cover costs for interim services and/or cover the difference of a higher cost (difference between terminated Contractor's rate and new company's rate) beginning the date of Contractor's termination through the contract expiration date. The contract may be terminated under the following conditions:

a. **Consent:** By mutual consent of both parties, and

b. Termination For Cause: As detailed within the attached HUD Forms. Opportunity Home 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 RFP or any resulting contracts, and after receipt of written notice from Opportunity Home, fails to correct such failures within seven (7) days or such other period as Opportunity Home may authorize or require.

c. **Failure to Fund.** Opportunity Home may terminate any contract resulting from this RFP in whole or in part, if funding is reduced, or is not obtained and continued at levels sufficient to allow for the expenditure.

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

B. **Action Upon Termination**. Upon receipt of a notice of termination issued from Opportunity Home, the Contractor shall immediately cease all activities under any contract resulting from this RFP, unless expressly directed otherwise by Opportunity Home in the notice of termination.

C. **Remedies Cumulative**. The rights and remedies of Opportunity Home provided under this section are not exclusive and are in addition to any other rights and remedies provided by law or under any contract.

D. **Rights Upon Termination**. In the event the contract is terminated for any reason, or upon its expiration, Opportunity Home 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 Opportunity Home any partially completed work products, deliverables, source and object code, or documentation that the Contractor has produced or acquired in the performance of the contract.

X. General Conditions

A. **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.

B. **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.

C. **Time of the Essence:** Time is of the essence as to each provision in which a timeframe for performance is provided in this RFP. Failure to meet these timeframes may be considered a material breach, and Opportunity Home may pursue compensatory and/or liquidated damages under the contract.

D. **Examination and Retention of Contractor's Records:** Opportunity Home, 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 RFP, 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.

E. Right to data and Patent Rights: In addition to other ownership & use rights Opportunity Home 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 subcontractors pursuant to the terms of the contract, including but not limited to, reports, memoranda or letters concerning the research and reporting tasks of the contract. Both parties agree to comply with HUD Bulletin 909-23, which is the Notice of Assistance Regarding Patent and Copyright Infringement.

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

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

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

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End of Section D

EXHIBIT A

Security Camera and Intrusion Prevention-Access Control Standard Scope

Scope of Work/Specification

The following are required work, hardware, and software requirements.

Scope of Work Requirements: Exhibit A-1 Properties

- Contractor will perform a walkthrough with Opportunity Home staff to identify the best locations for IP camera placement, electrical and security device placement, and intrusion detection device placement. Not all properties listed in this solicitation will need an – Access Control system with keypads and key fobs. However, all properties in Exhibit A-1 will need Intrusion Protection (alarm systems) and camera placement at ALL entries and common areas as listed in diagrams under Exhibit A - 1
- Contractor will determine which type of IP camera will be needed for each camera position. Bullet Camera, Dome Camera, etc. Proposed cameras must demonstrate the best line of sight, and have outdoor protection that can withstand extreme cold and heat.
- New ethernet cabling will need to be installed and terminated at desired locations for new IP cameras. Use of Category 6 plenum-rated cable is required if running cable in ceiling crawl space. Use of Category 6 outdoor rated shielded cable is required for outdoor camera installations.
- New ethernet cabling will be run to a specified IDF location where cables will be properly labeled and terminated at a patch panel.
- New network mounting enclosure will be needed to house the patch panel and any required networking and camera equipment for the setup.
- Contractor will install and configure all IP cameras.
- Contractor will offer support and maintenance, and provide project implementation and training plans with detailed timelines.
- Contractor will provide bandwidth specifications for the camera system.
- Contractor shall include motion detection with lighting at all doors, where motion will cause lights to turn up bright on the intruder.
- Contractor will provide all equipment to connect the camera system into our network.
- Contractor will use the best available method (i.e., ditching, coring, boring, or wireless) to achieve optimal camera placements.
- Contractor will address any electrical power requirements for lighting, cameras or access control systems that will be implemented.

Camera Hardware Requirements:

- PoE IP digital cameras with 1080p or 4K resolution, motion detection, IR illumination, fixed lens (where needed), and Vari-focal lens (where needed).
  - Cameras with a smaller capture footprint should use a 1080p resolution and cameras with a larger capture footprint should use a higher resolution of 4K.
  - Cameras must have an open architecture platform (no proprietary solutions) with the ability to integrate with other systems, such as Eagle Eye Network.
  - Video surveillance system with the capability to integrate with other physical security solutions (i.e. access control, intrusion detection, duress alarms, etc.) and analytics.
  - Needs to be supported by the Contractor with agreed-upon service level agreements, or maintenance package.
- IP cameras must be vandal-resistant rated with the same for the exterior housing and mounting equipment hardware.
- Security Cameras must not be restricted by section 889 of the National Defense Authorization Act (NDAA) or the Secure Equipment Act of 2021 (SEA), or any bans implemented by the Federal Communications Commission (FCC), or HUD PIH Notice 2023-10: 2 C.F.R. § 200.216 and Public Law 115-232, section 889, Safety and Security grantees are prohibited from using grant funds to purchase, lease, or renew or extend contracts for security equipment produced by the Huawei Technologies Company, ZTE Corporation (or any subsidiary or affiliate of such entities), Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company

Intrusion Detection and Alarm Requirements:

- Motion-activated security lights outside the building should serve as layered protection situated around entries, and dark blind spots. The illuminating effects of outdoor security lighting should serve as a crime deterrent by removing the cloak of darkness that burglars and other intruders prefer to hide in. The motion-activated security lights should suddenly illuminate an area where an intruder is lurking around or planning to hide. The lights should not interfere with the security camera’s ability to record using the built-in IR feature.

- Unless otherwise specified, all replacement parts shall be new and of the same design, size, and chemical composition and generally equal to the material originally supplied by the manufacturer. All components of the systems shall be of the best quality for the purposes for which they are used. All repairs and associated materials shall be top quality and shall meet all applicable codes, regulations, and be installed in strict accordance with the manufacturer's recommendations.
- Motion detection and glass break devices shall be installed for interior protection. An exterior siren and strobe will be installed. Opportunity Home will have MSM (Mobile Security Management) for IT, security, and upper management personnel as users so approved staff can arm and disarm the intrusion detection (aka: burglar alarm) system remotely. Selected staff should receive notifications via text or email of preset events that we (Opportunity Home) want to monitor (business opening and closing hours).
- Alarm system should include motion-activated sensors on all windows and doors, to protect against illicit entry. All perimeter doors shall be outfitted with door contacts (Note: This is so staff can know when a door is opened).
- Alarm system should have an online application
- Hardwired transformer for each building (offices and other specified areas). This is the primary source of power. The battery is just a backup system.
- Cellular communicator allows the alarm to transmit an intrusion, even if the hardwire phone lines are cut.
- **Panic (silent alarm) system**. Staff should have this either at a workstation or on a lanyard (depending on their preference).
- Alarm system monitoring must have a 24 hour backup battery system.

Camera Software Requirements:

- User-friendly local network-based solution with the ability to view, store, and download video from a wide area network.
- Local network based solution ***will host camera storage and access on-premise through the use of a NVR (Network Video Recorder).***
  - 30, or better, days of stored video footage.
  - System should be able to operate in two modes continuously recording mode with automatically marked motion events and motion-only recording
  - Ability to access systems securely from authorized computers or mobile devices remotely.

- Ability to grant user access and permissions to restrict unauthorized access to the system.
- Ability to receive notifications via email or text with alerts. IP cameras should have an offline alert feature. The alerts should be sent to designated staff members by an email alert, or push notification to a smartphone app.
- Must be programmable to ONVIF (Open Network Video Interface) compliant.
- Selected staff must have the ability to access full administrator rights.

Reports:

- The software should have the ability to gather reports and analytics from a centralized dashboard.
- Report on a number of incidents that occur daily: Motion detection, alarms, after-hours activity, and entry/exit of main entries.
- Reports should be easily accessible and shareable by the end-user.

Project and Implementation Plan:

- Contractor will provide an updated Project and implementation plan and schedule describing the various stages and milestones of the Project including completion and in service dates.

Training Expectations:

- Contractor will give a complete demonstration of the software and related applications upon completion of installation that demonstrates compliance with all necessary features these specifications. This includes viewing live video, reviewing recorded data, running reports and analytics and saving/transferring data.
- Access to online resources for ongoing training

Property Floor Plans:

- Complete Site drawings and floor plans of all buildings, where applicable, are available for review. (Exhibit A-1)
  - Use the suggested camera locations and count with a line of sight in the proposal.
  - Door Access is not included for any building except the main office building.
  - Elevators are included for monitoring on each floor for outside monitoring not inside the elevators.

- Security cameras are for the main office building and parking lot area only, not to include additional buildings unless indicated, a few buildings have offices separate from the main building. All entry doors are to have a security camera.

- All properties that have a business office door will need intrusion protection devices.

- **All properties under Exhibit A-1 will have a wireless duress button (also known as panic button) system.** The project goals are to increase the speed of a response after a button is pressed; establish the ease of testing the system to make sure it is functioning properly, reliability of the system, and have the ease to add/move/change in naming button locations in the system. The technical details are to have the duress button system alert specific staff during emergency situations, or periods of duress. The duress button system should be able to distinguish between the specific properties, with specific locations needing emergency assistance. The overall system may include all locations, with the potential for future expansion, all racks, all cabling, switches, gateways, links, routers, firewalls, connections, Universal Power Supply, including all hardware and/or software to make this proposed system function as required by the bidding vendor(s). Opportunity Home's preference is for a turnkey system (as proposed), which once installed and placed into service, would not require any further purchases or fees to activate or supplement the system. The system should be open source, not proprietary with recurring fees (monthly or annual) and would allow Opportunity Home to immediately begin using the system for daily operation in all designated work areas, once the proposed system is installed and placed into operation.

Exhibit A-2 Property Scope on Next Page

Scope of Work Requirements: Exhibit A-2 Properties

- Contractor will perform a walkthrough with Opportunity Home staff to identify the best locations for IP camera placement, electrical and security device placement, and intrusion detection device placement. Not all properties listed in this solicitation will need an – Access Control system with keypads and key fobs. However, all properties in Exhibit A-1 will need Intrusion Protection (alarm systems) and camera placement at ALL entries and common areas as listed in diagrams under Exhibit A - 1
- Contractor will determine which type of IP camera will be needed for each camera position. Bullet Camera, Dome Camera, etc. Proposed cameras must demonstrate the best line of sight, and have outdoor protection that can withstand extreme cold and heat.
- New ethernet cabling will need to be installed and terminated at desired locations for new IP cameras. Use of Category 6 plenum-rated cable is required if running cable in ceiling crawl space. Use of Category 6 outdoor rated shielded cable is required for outdoor camera installations.
- New ethernet cabling will be run to a specified IDF location where cables will be properly labeled and terminated at a patch panel.
- New network mounting enclosure will be needed to house the patch panel and any required networking and camera equipment for the setup.
- Contractor will install and configure all IP cameras.
- Contractor will offer support and maintenance, and provide project implementation and training plans with detailed timelines.
- Contractor will provide bandwidth specifications for the camera system.
- Contractor shall include motion detection with lighting at all doors, where motion will cause lights to turn up bright on the intruder
- Contractor will provide all equipment to connect the camera system into our network.
- Contractor will use the best available method ie(ditching, coring, boring, or wireless) to achieve optimal camera placements.
- Contractor will address any electrical power requirements for lighting, cameras or access control systems that will be implemented.
- Contractor will bring all doors that will receive access control up to code.

Camera Hardware Requirements:

- PoE IP digital cameras with 1080p or 4K resolution, motion detection, IR illumination, fixed lens (where needed), and Vari-focal lens (where needed).
  - Cameras with a smaller capture footprint should use a 1080p resolution and cameras with a larger capture footprint should use a higher resolution of 4K.
  - Cameras must have an open architecture platform (no proprietary solutions) with the ability to integrate with other systems, such as Eagle Eye Network.
  - Video surveillance system with the capability to integrate with other physical security solutions (i.e. access control, intrusion detection, duress alarms, etc.) and analytics.
  - Needs to be supported by the Contractor with agreed-upon service level agreements, or maintenance package.
- IP cameras must be vandal-resistant rated with the same for the exterior housing and mounting equipment hardware.
- Security Cameras must not be restricted by section 889 of the National Defense Authorization Act (NDAA) or the Secure Equipment Act of 2021 (SEA), or any bans implemented by the Federal Communications Commission (FCC), or HUD PIH Notice 2023-10: 2 C.F.R. § 200.216 and Public Law 115-232, section 889, Safety and Security grantees are prohibited from using grant funds to purchase, lease, or renew or extend contracts for security equipment produced by the Huawei Technologies Company, ZTE Corporation (or any subsidiary or affiliate of such entities), Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company

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- Upgraded entry door locking system for specified areas and property office buildings; (high-value targets (e.g., management offices, file rooms that have PII information, IT rooms, maintenance office entry, community rooms, etc).
  - All exterior doors must be equipped with recommended locks that work in conjunction with the intrusion detection system.

- System must be set to fail-open for the exit, but require key entrance (in the event of both electricity and UPS failure doors will function to facilitate easy exit, but secure against illicit entry).
- Unless otherwise specified, all replacement parts shall be new and of the same design, size, and chemical composition and generally equal to the material originally supplied by the manufacturer. All components of the systems shall be of the best quality for the purposes for which they are used. All repairs and associated materials shall be top quality and shall meet all applicable codes, regulations, and be installed in strict accordance with the manufacturer's recommendations.
- Motion detection and glass break devices shall be installed for interior protection. An exterior siren and strobe will be installed. Opportunity Home will have MSM (Mobile Security Management) for IT, security, and upper management personnel as users so approved staff can arm and disarm the intrusion detection (aka: burglar alarm) system remotely. Selected staff should receive notifications via text or email of preset events that we (Opportunity Home) want to monitor (business opening and closing hours).
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- Local network based solution ***will host camera storage and access on-premise through the use of a NVR (Network Video Recorder).***
    - 30, or better, days of stored video footage.
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- Contractor will provide an updated Project and implementation plan and schedule describing the various stages and milestones of the Project including completion and in service dates.

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- Contractor will give a complete demonstration of the software and related applications upon completion of installation that demonstrates compliance with all necessary features these specifications. This includes viewing live video, reviewing recorded data, running reports and analytics and saving/transferring data.
- Access to online resources for ongoing training

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- Complete Site drawings and floor plans of all buildings, where applicable, are available for review. (Exhibit A-1)
  - Use the suggested camera locations and count with a line of sight in the proposal.
  - Door Access is not included for any building except the main office building.
  - Elevators are included for monitoring on each floor for outside monitoring not inside the elevators.

- Security cameras are for the main office building and parking lot area only, not to include additional buildings unless indicated, a few buildings have offices separate from the main building. All entry doors are to have a security camera.
- All properties listed will need Access Control for all door entries.
- Contractor shall ensure that all doors are capable of supporting the technology installed for the Alarm system. Bid submissions should include any modifications required by a third-party subcontractor or if the contractor is able to facilitate any door repairs as needed to support the technology.
- All properties that have a business office door will need intrusion protection devices and magnetic cards or fobs for protected entry
- **All properties under Exhibit A-2 will have a wireless duress button (also known as panic button) system.** The project goals are to increase the speed of a response after a button is pressed; establish the ease of testing the system to make sure it is functioning properly, reliability of the system, and have the ease to add/move/change in naming button locations in the system. The technical details are to have the duress button system alert specific staff during emergency situations, or periods of duress. The duress button system should be able to distinguish between the specific properties, with specific locations needing emergency assistance. The overall system may include all locations, with the potential for future expansion, all racks, all cabling, switches, gateways, links, routers, firewalls, connections, Universal Power Supply, including all hardware and/or software to make this proposed system function as required by the bidding vendor(s). Opportunity Home's preference is for a turnkey system (as proposed), which once installed and placed into service, would not require any further purchases or fees to activate or supplement the system. The system should be open source, not proprietary with recurring fees (monthly or annual) and would allow Opportunity Home to immediately begin using the system for daily operation in all designated work areas, once the proposed system is installed and placed into operation.

Exhibit A-3 Property Scope on Next Page

Scope of Work Requirements: Exhibit A-3 Properties:

- Contractor will perform a walkthrough with Opportunity Home staff to identify the best locations for IP camera placement, electrical and security device placement, and intrusion detection device placement.
- Contractor will determine which type of IP camera will be needed for each camera position. Bullet Camera, Dome Camera, etc. We would like cameras that demonstrate the best line of sight, have outdoor protection that can withstand extreme cold and heat.
- New ethernet cabling will need to be installed and terminated at desired locations for new IP cameras. Use of Category 6 plenum-rated cable is required if running cable in ceiling crawl space. Use of Category 6 outdoor rated shielded cable is required for outdoor camera installations.
- New ethernet cabling will be run to a specified IDF location where cables will be properly labeled and terminated at a patch panel.
- New network mounting enclosure will be needed to house the patch panel and any required networking and camera equipment for the setup.
- Contractor will install and configure all IP cameras.

- Contractor will offer support and maintenance, and provide project implementation and training plans with detailed timelines.
- Contractor will provide bandwidth specifications for the camera system.

Camera Hardware Requirements:

- PoE IP digital cameras with 1080p resolution, motion detection, IR illumination, fixed lens (where needed), and Vari-focal lens (where needed).
  - Cameras must have an open architecture platform (no proprietary solutions) with the ability to integrate with other systems, such as Eagle Eye Network.
  - Video surveillance system with the capability to integrate with other physical security solutions (i.e. access control, intrusion detection, duress alarms, etc.) and analytics.
  - Needs to be supported by the Contractor with agreed-upon service level agreements, or maintenance package.
- IP cameras must be vandal-resistant rated with the same for the exterior housing and mounting equipment hardware.

- Security Cameras must not be restricted by section 889 of the National Defense Authorization Act (NDAA) or the Secure Equipment Act of 2021 (SEA), or any bans implemented by the Federal Communications Commission (FCC), or HUD PIH Notice 2023-10: 2 C.F.R. § 200.216 and Public Law 115-232, section 889, Safety and Security grantees are prohibited from using grant funds to purchase, lease, or renew or extend contracts for security equipment produced by the Huawei Technologies Company, ZTE Corporation (or any subsidiary or affiliate of such entities), Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company.

Camera Software Requirements:

- User-friendly local network-based solution with the ability to view, store, and download video from a wide area network.
- Local network based solution ***will host camera storage and access on-premise through the use of a NVR (Network Video Recorder).***
    - 30, or better, days of stored video footage.
    - System should be able to operate in two modes continuously recording mode with automatically marked motion events and motion-only recording
    - Ability to access systems securely from authorized computers or mobile devices remotely.
    - Ability to grant user access and permissions to restrict unauthorized access to the system.
    - Ability to receive notifications via email or text with alerts. IP cameras should have an offline alert feature. The alerts should be sent to designated staff members by an email alert, or push notification to a smartphone app.
    - Must be programmable to ONVIF (Open Network Video Interface) compliant.
    - Selected staff must have the ability to access full administrator rights.
    - Proposals should explain any schedule of software and firmware upgrades.
    - The contractor shall disclose the terms and conditions of its software licensing and any limitations on the use of software in the Proposal.

Reports:

- The software should have the ability to gather reports and analytics from a centralized dashboard.
- Report on a number of incidents that occur daily: Motion detection, alarms, after-hours activity, and entry/exit of main entries.

- Reports should be easily accessible and shareable by the end-user.

Training Expectations:

- Contractor is required to provide comprehensive training for use of the software and related applications. This includes use of live video, recorded data, reports capability and analytics and saving/transferring data.
- Access to online resources for ongoing training

Property Floor Plans:

- Complete Site drawings and floor plans of all buildings (ex. Exhibit A-1) are not available for review. (Exhibit A-2)
- Security cameras are for laundry rooms, dumpster locations, and every stairwell access door.

End of Scope of Work

Exhibit A-1 to Exhibit A-3 Below

Exhibit A-1
Properties

Property Diagrams

Security Camera, Intrusion Detection & Panic Button Installation and Services Only

(No Access Control)

The diagrams are for the administration buildings and possibly maintenance buildings.

Cassiano Homes Apartment
2919 S Laredo St, San Antonio, TX 78207

Charles Andrews Apartments
4060 Medical Dr, San Antonio, TX 78229

Cross Creek Apartments
2818 Austin Hwy, San Antonio, TX 78218

Francis J. Furey Apartments
4902 Gus Eckert Rd, San Antonio, TX 78240

Frank Hornsby Apartments
740 Rice Rd, San Antonio, TX 78220

Highview Apartments
1351 Rigsby Ave, San Antonio, TX 78210

L.C. Rutledge Apartments
11301 Roszell St, San Antonio, TX 78217

Le Chalet Apartments
824 E Grayson St, San Antonio, TX 78208

Exhibit A-2 Properties Below

Exhibit A-2
Properties

Exhibit A-2

Security Camera Installation, Access Control, Intrusion Detection, and Panic Button

Properties below are to have both services installed with ongoing maintenance/services.

Madonna Apartments
7710 Madonna Dr, San Antonio, TX 78216

Mirasol Homes
4222 El Paso St, San Antonio, TX 78237

Morris C. Beldon Apartments
7511 Harlow Dr, San Antonio, TX 78218

T.L. Shaley Apartments
4827 Pettus St, San Antonio, TX 78228

Westway Apartments
5627 Culebra Rd, San Antonio, TX 78228

Exhibit A-3 Properties Below

Exhibit A-3
Properties

Property Diagrams

Security Camera Installation and Services
(No Panic Button/Access Control)

The diagrams are for the administration buildings and possibly maintenance buildings.

Victoria Plaza
411 Barrera St, San Antonio, TX 78210

Villa Tranchese
307 Marshall St, San Antonio, TX 78212

WC White
614-618 N Hackberry St, San Antonio, TX 78202

Lewis Chatham
6405 S Flores St, San Antonio, TX 78214

Fair Avenue
1215 Fair Ave, San Antonio, TX 78223

Henry B Gonzalez
5811 Ingram Rd, San Antonio, TX 78228

Jewett Circle
425 SW 34th St, San Antonio, TX 78237

Matt Garcia
6114 Pecan Valley Dr, San Antonio, TX 78223

OP Schnabel
919 S Main Ave, San Antonio, TX 78204

Kenwood North
121 Avenue M, San Antonio, TX 78212

Parkview
114 Hickman St, San Antonio, TX 78212

Blanco
906 W Huisache Ave, San Antonio, TX 78201

Marie McGuire
211 N Alamo St, San Antonio, TX 78205

San Pedro Arms
2103 San Pedro Ave, San Antonio, TX 78212

Villa Hermosa
327 N Flores St, San Antonio, TX 78205

Lila Cockrell
3500 Pleasanton Rd, San Antonio, TX 78221

Sun Park Lane
4523 Lavender Ln, San Antonio, TX 78220

Pin Oak I
7190 Oaklawn Dr, San Antonio, TX 78229

Locations ~ Charts
Site Visit Schedule (to be added prior to posting)

Intrusion Protection Phase 2

Camera Placements A1

OPPORTUNITY™ HOME SAN ANTONIO


St Agatha
1202
1200
Cassiano Homes Apartments
3001
3003
St Agatha
S Lare

Cassiano

Legend

●	IDF
●	Camera Placement
→	Camera Direction

Camera Count

Lobby - 2

Computer Room - 2

Hallway - 1

Community Room -1

Maintenance Workshop -2

Outdoors - 9

Total - 17

Charles Andrews

Legend

● (black)	IDF
● (red)	Camera Placement
➡	Camera Direction

Camera Count

Laundry Room - 1

Community Room - 1

Outdoors - 6

Total - 8

OPPORTUNITY™ HOME SAN ANTONIO

Cross Creek

Legend

●	IDF
●	Camera Placement
➡	Camera Direction

Camera Count

Lobby - 1

Community Room - 2

Maintenance Workshop - 1

Adjacent Building - 1

Offices - 2

Total - 7

OPPORTUNITY™ HOME SAN ANTONIO

Francis Furey

Legend

● (black)	IDF
● (red)	Camera Placement
➡	Camera Direction

Camera Count

Lobby - 1

Community Room - 1

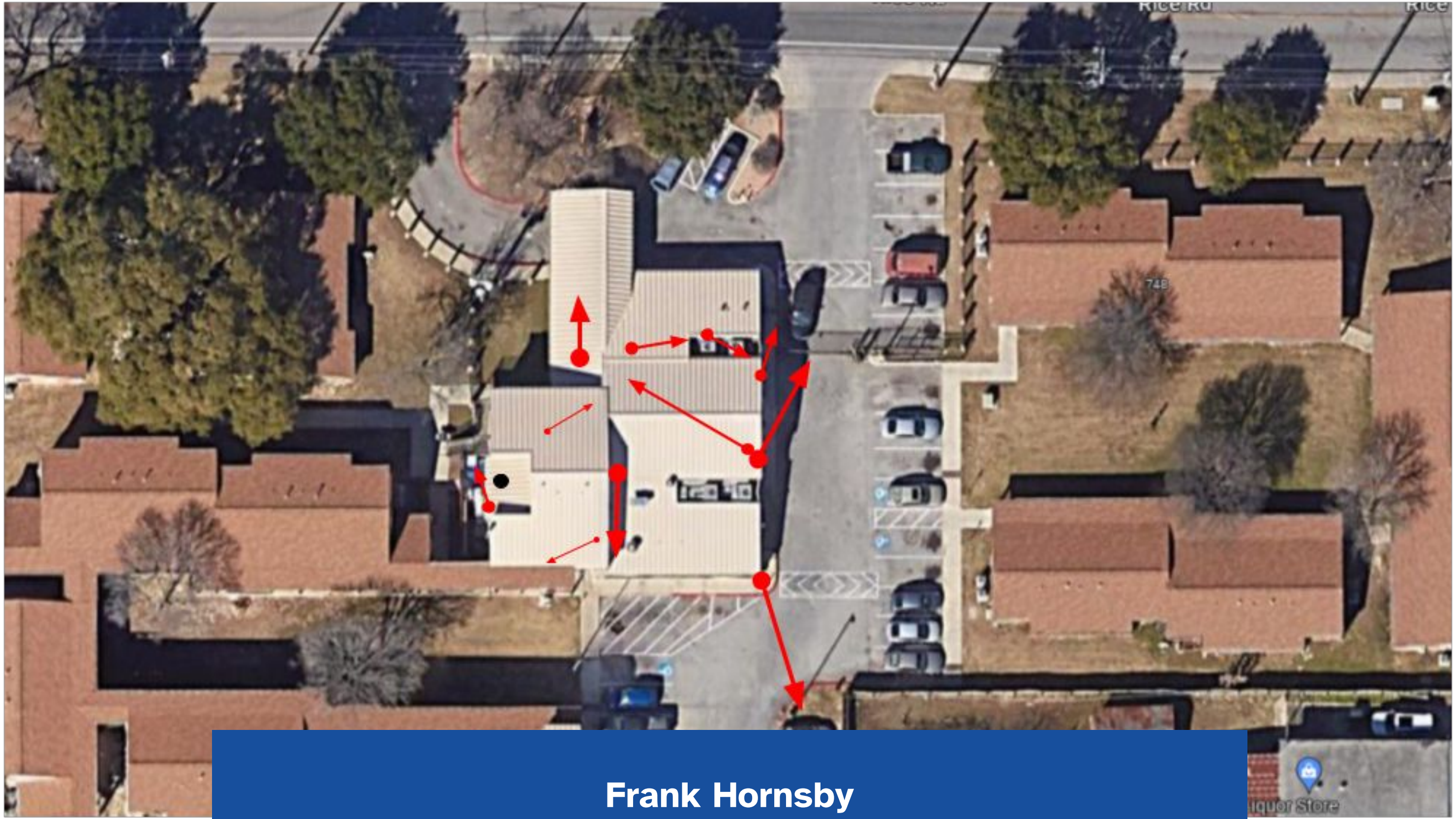
Maintenance Workshop - 1

Outdoors - 3

Adjacent Building - 1

Total - 7

OPPORTUNITY™ HOME SAN ANTONIO



Frank Hornsby

Legend

	IDF
	Camera Placement
	Camera Direction

Camera Count

Office - 3

Community Room - 1

Maintenance Workshop - 1

Laundry Room - 1

Outdoors - 5

Total - 11

Highview

Legend

● (black)	IDF
● (red)	Camera Placement
→ (red arrow)	Camera Direction

Camera Count

Lobby - 1

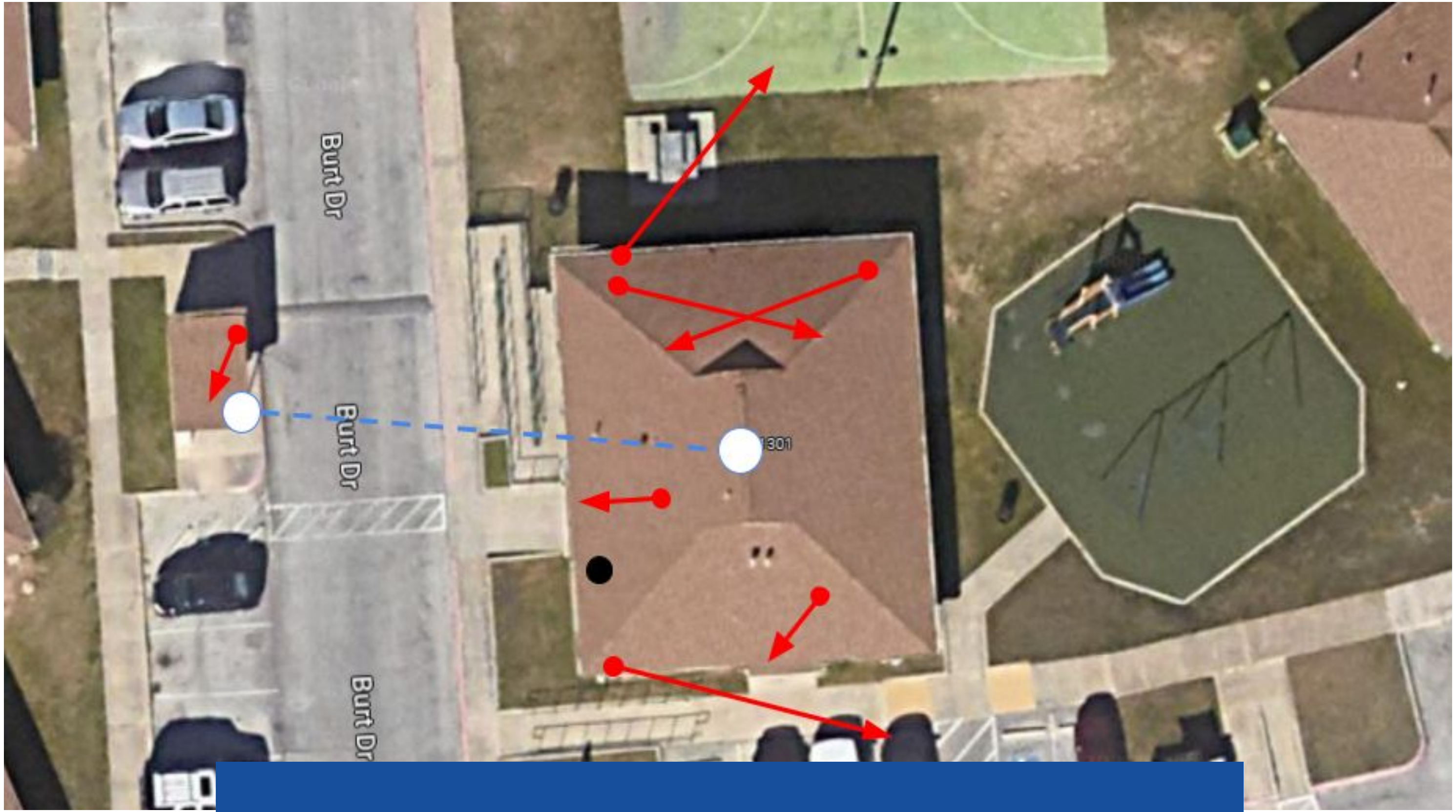
Community Room - 1

Maintenance Workshop - 1

Outdoors - 4

Total - 7

OPPORTUNITY™ HOME SAN ANTONIO



LC Rutledge

Legend

●	IDF
●	Camera Placement
➡	Camera Direction
○	PTP Wireless Device

Camera Count

Lobby - 1

Community Room - 2

Maintenance Workshop - 1

Outdoors - 2

Mailbox - 1

Total - 7

Le Chalet
Joann Iosoya
Temporarily closed
1825
824
822

822
824
Le Chalet

Le Chalet

Legend

●	IDF
🔴	Camera Placement
➡	Camera Direction
○	Resident Entrance

Camera Count

Entrances - 4

Community Plaza - 2

Maintenance Workshop - 1

Outdoors - 1

Total - 8

Intrusion Protection

3 - Badge Readers

1 - Badge Reader with numpad

Intrusion Protection Phase 2

Camera Placements A2

OPPORTUNITY™ HOME SAN ANTONIO

Madonna

Legend

● (black)	IDF
● (red)	Camera Placement
➡ (red)	Camera Direction

Camera Count

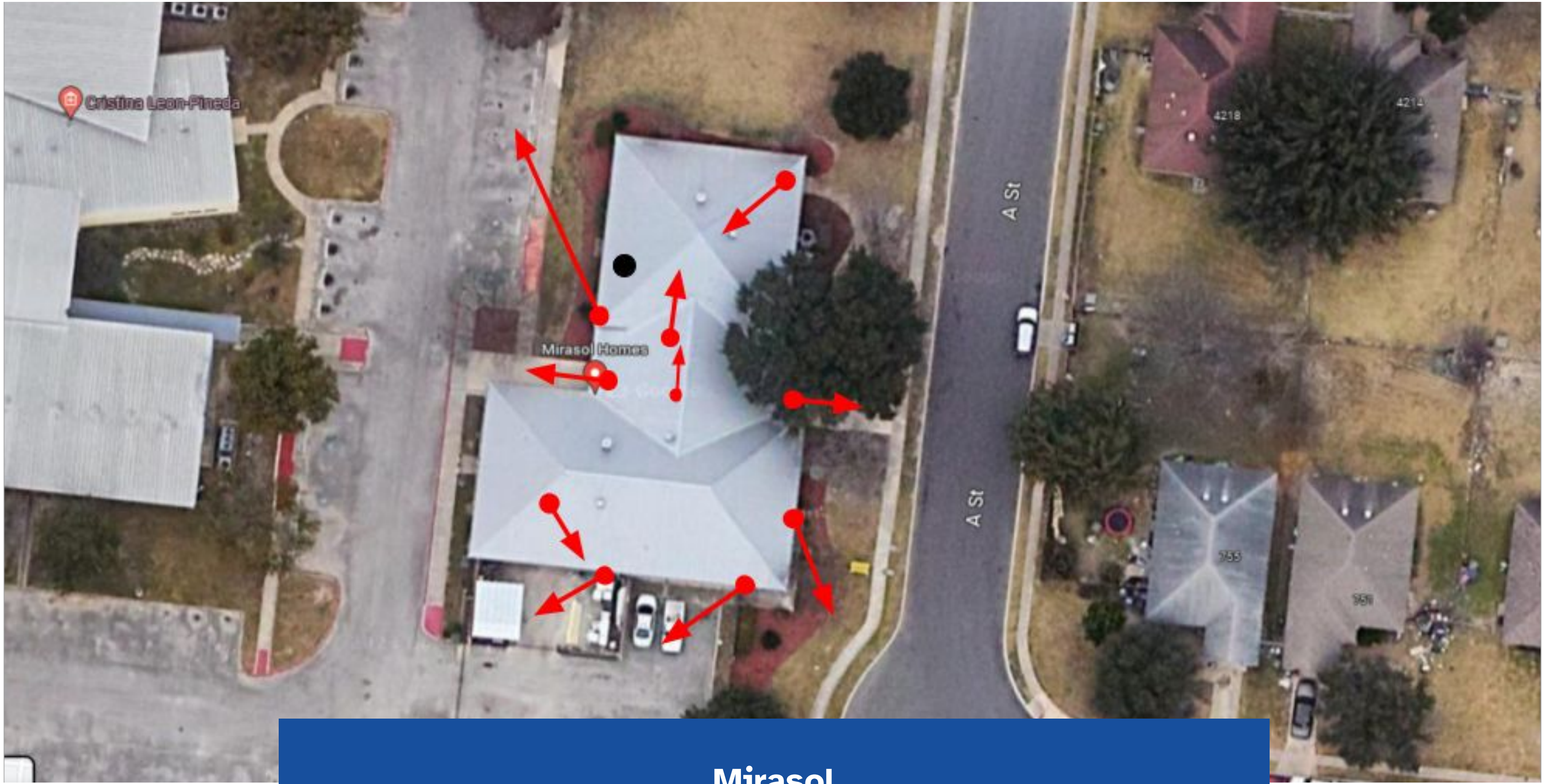
Lobby - 1

Community Room - 1

Outdoors - 3

Total - 5

OPPORTUNITY™ HOME SAN ANTONIO


Cristina Leon-Pineda
Mirasol Homes
A St
A St
4218
4214
755
751

Mirasol

Legend

●	IDF
●	Camera Placement
➡	Camera Direction

Camera Count

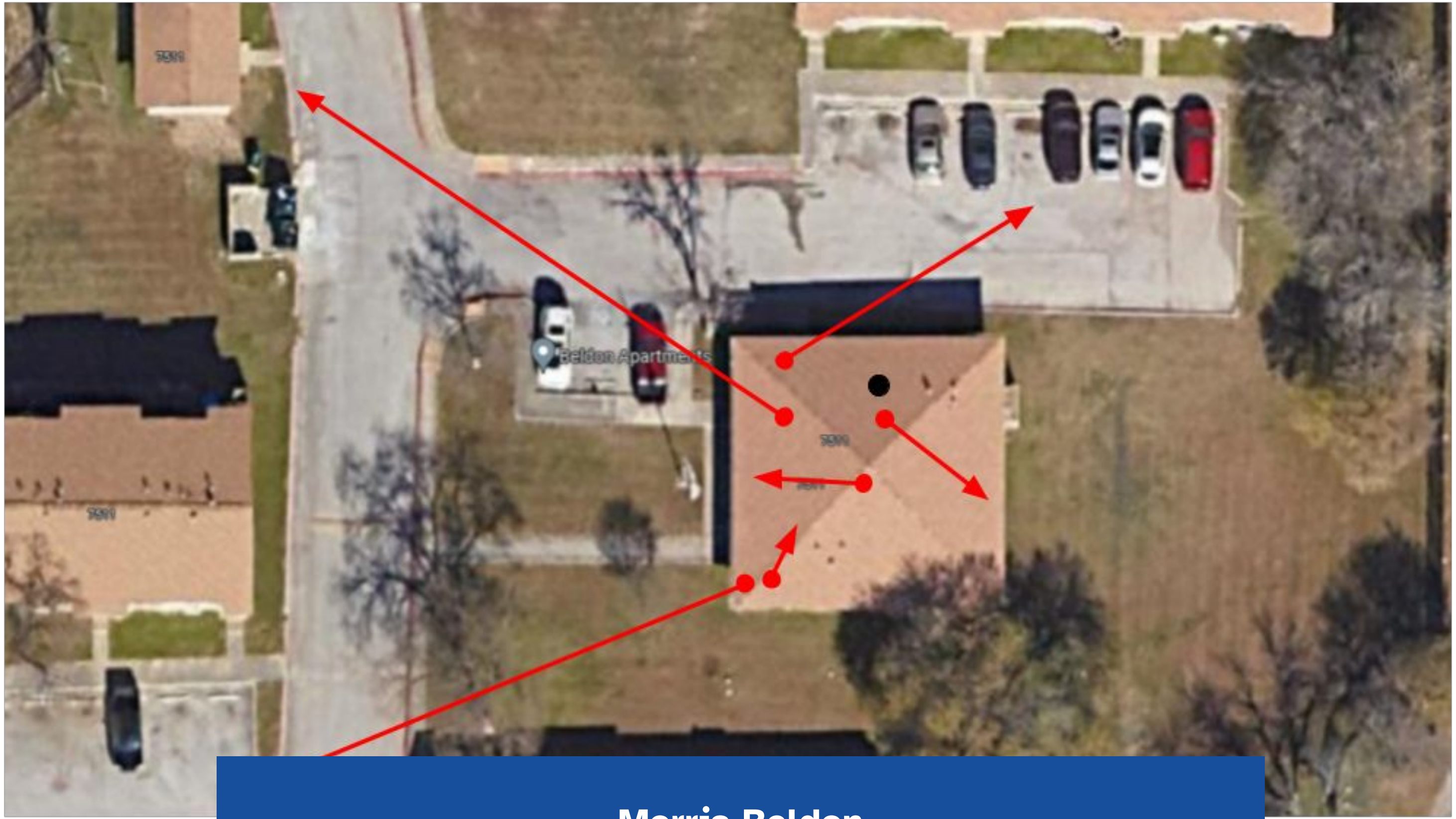
Lobby - 2

Community Room - 1

Maintenance Workshop -1

Outdoors - 6

Total - 10



Morris Beldon

Legend

●	IDF
●	Camera Placement
→	Camera Direction

Camera Count

Lobby - 1

Community Room - 1

Outdoors - 4

Total - 6

TL Shaley

Legend

●	IDF
●	Camera Placement
→	Camera Direction

OPPORTUNITY™ HOME SAN ANTONIO

Camera Count

Lobby - 2

Community Room - 1

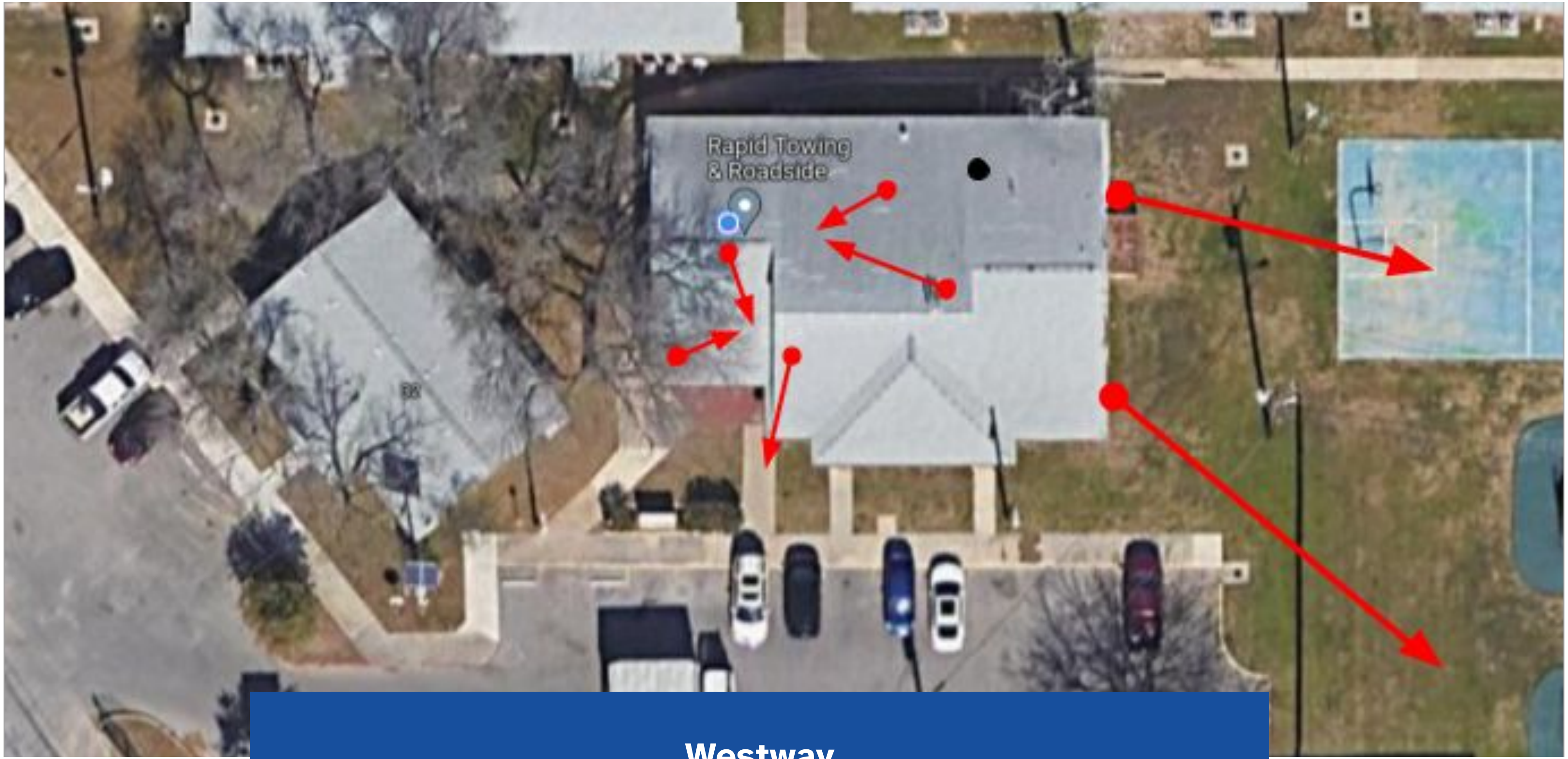
Maintenance Workshop - 1

Maintenance Storage - 1

Laundry Room - 1

Outdoors - 2

Total - 8



Westway

Westway Maintenance Building

Legend

● (black)	IDF
● (red)	Camera Placement
→	Camera Direction

Camera Count

Lobby - 1

Community Room - 2

Outdoors - 4

Maintenance Building - 4

Total - 11

OPPORTUNITY™ HOME SAN ANTONIO

Exhibit A-3					
Property	Camera Locations				
	Laundry Rooms	Dumpster Areas	Stairwells	Floors	**Total Cameras**
Victoria Plaza	8	1	4	9	45
Villa Tranchese	10	1	3	11	44
WC White	5	1	2	6	18
Lewis Chatham	4	1	4	4	21
Fair Avenue	12	3	3	12	51
Henry B Gonzalez	3	1	4	3	16
Jewett Circle	3	1	4	3	16
Matt Garcia	3	1	3	3	13
OP Schnabel	3	1	3	3	13
Kenwood North	3	1	3	3	13
Parkview	14	1	2	15	45
Blanco	4	1	3	4	17
Marie McGuire	5	1	2	5	16
San Pedro Arms	1	0	1	5	6
Villa Hermosa	5	1	3	5	21
Lila Cockrell	3	2	4	3	17
Sun Park Lane	0	2	4	3	14
Pin Oak I	3	1	2	3	10
Total Cameras					396

EXHIBIT I
Insurance Requirements

Developer is required to have in place during the term of the contract the following minimum insurance requirements. Developer will be required to provide an original Certificate of Insurance to Opportunity within 10 days of contract signature compliant with HUD requirements to include **Builders Risk** and the requirements below.

Professional Liability	**Required Limits**
Housing Authority of the City of San Antonio and its affiliates must be named as a Certificate Holder. This is required for vendors who render observational services to Opportunity Home such as appraisers, inspectors, attorneys, engineers or consultants.	~~$1,000,000~~ Not Required.
Business Automobile Liability	**Required Limits**
Housing Authority of the City of San Antonio 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 Housing Authority of the City of San Antonio properties.	$500,000 combined Single limit, Per occurrence
Workers Compensation and Employer's Liability	**Required Limits**
Workers' Compensation coverage is Statutory and has no pre-set limits. Employer's Liability limit is $500,000. **Workers' Compensation is required for any vendor made up of more than two persons.** A Waiver of Subrogation in favor of Housing Authority of the City of San Antonio must be included in the Workers' Compensation policy. **Housing Authority of the City of San Antonio and its affiliates must be a Certificate Holder.**	Statutory Employer's Liability is $500,000
Commercial General Liability	**Required Limits**
This is required for any vendor who will be doing hands on work at Housing Authority of the City of San Antonio properties. Housing Authority of the City of San Antonio and its affiliates must be named as an Additional Insured and as the Certificate Holder.	$1,000,000 per accident $2,000,000 aggregate
Builders Risk	**Required Limits**
Builder shall carry Builder's Risk to cover the loss of materials, and/or the building under construction/rehabilitation. Opportunity Home San Antonio and its affiliates must be named as an Additional Insured and as the Certificate Holder.	Equal to the Contract Cost of the construction or rehabilitation project stated in the contract.

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

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

Instructions to Offerors Non-Construction

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

- 03291 -

1. Preparation of Offers

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

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

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

2. Submission of Offers

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

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

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

3. Amendments to Solicitations

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

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

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

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

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

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

6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

7. Contract Award

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

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

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

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

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

8. Service of Protest

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

9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]

General Conditions for Non-Construction Contracts

Section I — (With or without Maintenance Work)

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Office of Labor Relations
OMB Approval No. 2577-0157 (excl. 11/30/2023)

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

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

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

1. Definitions

The following definitions are applicable to this contract:

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

2. Changes

(a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
(b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
(c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a proposal submitted before final payment of the contract.
(d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
(e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

3. Termination for Convenience and Default

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

5. Rights in Data (Ownership and Proprietary Interest)

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

6. Energy Efficiency

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

7. Disputes

(a) All disputes arising under or relating to this contract, *__except for disputes arising under clauses contained in Section 111, Labor Standards Provisions,__* including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.

(b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.

(c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.

(d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.

(e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

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

9. Assignment of Contract

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

10. Certificate and Release

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

11. Organizational Conflicts of Interest

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
(i) Award of the contract may result in an unfair competitive advantage; or
( ) The Contractor's objectivity in performing the contract work may be impaired.

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

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

(d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

(a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

(b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.

(c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

13. Interest of Members of Congress

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

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

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

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

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

(v) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

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

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

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

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

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

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

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

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

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

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

(2) Professional and technical services.

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

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

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

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

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

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

(iii) Selling activities by independent sales representatives.

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

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

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

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

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

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

16. Equal Employment Opportunity

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

(a)The [contractor/seller] will not discriminate against any emplo yee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. The [contractor/seller] will take affirmative action to ensure that appli cants are employed, and that employees are treated during employm ent, without regard to their race, color, religion, sex, sexual orienta-tion, gender identity, disability, or national origin. Such action shall in dude, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selec-tion for training, including apprenticeship. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

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

(c)The [contractor/seller] will not discharge or in any other man-ner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or ano-ther employee or applicant. This provision shall not apply to instance s in which an employee who has access to the compensation inform ation of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other em ployees or applicants to individuals who do not otherwise have acces s to such information, unless such disclosure is in response to a form al complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the emplo yer, or is consistent with the [contractor/seller]'s legal duty to furnish information.

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

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

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

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

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

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

17. Equal Opportunity for Workers with Disabilities

1.The [contractor/seller] will not discriminate against any e mployee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applican t for employment is qualified. The [contractor/seller] agrees to take aff irmative action to employ and advance in employment individuals wit h disabilities, and to treat qualified individuals without discrimination o n the basis of their physical or mental disability in all employment pra ctices, including the following:

i.Recruitment, advertising, and job application procedures;

ii.Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;

iii.Rates of pay or any other form of compensation and chan ges in compensation;

iv.Job assignments, job classifications, organizational struct ures, position descriptions, lines of progression, and seniority lists;

v.Leaves of absence, sick leave, or any other leave;

vi.Fringe benefits available by virtue of employment, whether or not administered by the [contractor/seller];

vii.Selection and financial support for training, including app renticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

viii.Activities sponsored by the [contractor/seller] including social or recreational programs; and

ix.Any other term, condition, or privilege of employment.

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

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

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

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

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

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

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

18. Dissemination or Disclosure of Information

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

19. Contractor's Status

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

20. Other Contractors

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

21. Liens

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

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

(a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.

(c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 prioritization requirements, and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04)..

(d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.

(e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts

(f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

23. Procurement of Recovered Materials

(a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

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

General Conditions for Non-Construction Contracts

Section II – (With Maintenance Work)

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Office of Labor Relations
OMB Approval No. 2577-0157 (exp. 11/30/2023)

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

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

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

1. Minimum Wages

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

(b) (i) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate only when the following criteria have been met:

(1) The work to be performed by the classification required is not performed by a classification in the wage determination;
(2) The classification is utilized in the area by the industry; and
(3) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.

(ii) The wage rate determined pursuant to this paragraph shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

2. Withholding of funds

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

3. Records

(a) The Contractor and each subcontractor shall make and maintain for three (3) years from the completion of the work records containing the following for each laborer and mechanic:
(i) Name, address and Social Security Number;
(ii) Correct work classification or classifications;
(iii) Hourly rate or rates of monetary wages paid;
(iv) Rate or rates of any fringe benefits provided;
(v) Number of daily and weekly hours worked;
(vi) Gross wages earned;
(vii) Any deductions made; and
(viii) Actual wages paid.

(b) The Contractor and each subcontractor shall make the records required under paragraph 3(a) available for inspection, copying, or transcription by authorized representatives of HUD or the HA and shall permit such representatives to interview employees during working hours on the job. If the Contractor or any subcontractor fails to make the required records available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds.

4. Apprentices and Trainees

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

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

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

(iii) A training/trainee program that has received prior approval by HUD.

(b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.

(c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.

(d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

(e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

5. Disputes concerning labor standards

(a) Disputes arising out of the labor standards provisions contained in Section II of this form HUD-5370-C, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the HA, or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of the HA, or upon request of the Contractor or subcontractor(s).

(i) A Contractor and/or subcontractor or other interested party desiring reconsideration of findings of violation by the HA or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the HA or HUD. The request shall set forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD).

(ii) The HA or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations.

(iii) The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.

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

6. Contract Work Hours and Safety Standards Act

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

(a) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provisions set forth in paragraph 6(a), the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to the District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in paragraph (a) of this clause, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

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

7. Subcontracts

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

8. Non-Federal Prevailing Wage Rates

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

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

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

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

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

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

(2) the date the vendor becomes aware:

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.	**OFFICE USE ONLY**
1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**	
2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**	

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

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

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

6 **UNSWORN DECLARATION**

My name is _______________________________, and my date of birth is _______________.

My address is _______________________________, _____________, _______, _________, ___________.
(street) (city) (state) (zip code) (country)

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

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

____
Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action:
- a. contract
- b. grant
- c. cooperative agreement
- d. loan
- e. loan guarantee
- f. loan insurance

2. Status of Federal Action:
- a. bid/offer/application
- b. initial award
- c. post-award

3. Report Type:
- a. initial filing
- b. material change

For Material Change Only:
year __________ quarter __________
date of last report _______________

4. Name and Address of Reporting Entity:
☐ **Prime** ☐ **Subawardee**
Tier _______, *if known*:

Congressional District, *if known*: 4c

5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:

Congressional District, *if known*:

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, *if applicable*: ______________

8. Federal Action Number, *if known*:

9. Award Amount, *if known*:
$

10. a. Name and Address of Lobbying Registrant (*if individual, last name, first name, MI*):

b. Individuals Performing Services (*including address if different from No. 10a*) (*last name, first name, MI*):

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: ______________________________
Print Name: ______________________________
Title: ______________________________
Telephone No.: ____________________ Date: __________

Federal Use Only:

Authorized for Local Reproduction
Standard Form LLL (Rev. 7-97)

PRINT

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

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

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

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

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

Certification of Payments to Influence Federal Transactions

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

Applicant Name

Program/Activity Receiving Federal Grant Funding

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

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

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

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

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

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

Name of Authorized Official	Title

Signature	Date (mm/dd/yyyy)

ATTACHMENT C
Profile of Firm Form
Company Biography

OPPORTUNITY HOME SAN ANTONIO

PROFILE OF FIRM FORM (Page 1 of 2)

☐ **Prime** ☐ **Joint Venture/Partner** ☐ **Subcontractor** (This form shall be completed by and for each).

Legal Name of Firm: ____________________

DBA (if applicable): ____________________

Telephone: __________ **Fax:** __________ **Email:** __________

Street Address, City, State, Zip: ____________________

Identify principals/partners in firm:

Name	Title	% of Ownership

Indicate the operating structure of the firm:

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

Proposer's Diversity Statement

You must check all of the following that apply to the ownership of this firm and enter where provided the correct percentage (%) of ownership of each.

Minority (MBE) or Woman-Owned (WBE) Business Enterprises qualify by virtue of 51% or more ownership and active management by one or more of the following:

☐ African American ______ %	☐ Native American ______ %	☐ Hispanic American ______ %	☐ Asian/Pacific American ______ %	☐ Hasidic Jew ______ %	☐ Asian/Indian American ______ %
☐ Woman-Owned (MBE) ______ %	☐ Woman-Owned (Caucasian) ______ %	☐ Disabled Veteran ______ %	☐ Caucasian American (Male) ______ %	☐ Other (Specify): ______ ______ ______ %	

Is the business 51% or more owned by a public housing resident? ☐ **Yes** ☐ **No**

If yes, provide name and address of the public housing facility:

Facility Name: ____________________

Facility Address: ____________________ City: __________

SWMBE Certification Number: ____________________

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

Certification Agency: ____________________

Federal Tax ID Number: ____________________

City of San Antonio Business License No.: ____________________

State of Texas License Type and No.: ____________________

OPPORTUNITY™ HOME SAN ANTONIO

PROFILE OF FIRM FORM (Page 2 of 2)

Has your firm or any member of your firm been a party to litigation with a public entity? If yes, when, with whom and state the circumstances and any resolution.

____

____

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

____

____

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

____

____

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

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

Disclosure Statement: Does this firm or any principals thereof have any current, past personal or professional relationship with any Commissioner or Officer of Opportunity Home? ☐ Yes ☐ No

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

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

Initials __________

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

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

Signature	Date	Printed Name	Company

Company Biography

Company Name: ______________________________

Headquarters Location: ______________________________

Field Office Location(s): ______________________________

____

____

____

Business Specialty or Focus: ______________________________

Number of Full Time Staff: ______________________________

Founding Date and Brief History: ______________________________

____

____

____

Texas Projects and/or Clients (Past and Current): ______________________________

____

____

____

Previous Housing Authority Experience: ◉ **YES** ○ **NO**

List the Authorities: ______________________________

____

____

Proposed Subcontractors

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

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

I understand and agree that if awarded a contract as a result of this solicitation that the use of the above subcontractors is subject to the approval of Opportunity Home and becomes a part of the contract. I further understand that any change in subcontractors also requires the pre-approval of Opportunity Home.

____
(Signature)

____
(Printed Name & Title)

____
(Company Name)

ATTACHMENT D
Section 3 Guidelines and Forms

OPPORTUNITY HOME SAN ANTONIO
SECTION 3 PROGRAM
CONTRACTOR COMPLIANCE GUIDE

BACKGROUND

Formerly known as the San Antonio Housing Authority (SAHA), Opportunity Home San Antonio adopted a formal Section 3 program, policy, and procedures on June 2, 2011 (Resolution 5164) to provide the framework for its compliance with Section 3 of the Housing and Urban Development (HUD) Act of 1968 which applies to all employment and economic projects funded in whole or in part by HUD. The U.S. Department of Housing and Urban Development (HUD) released the final rule implementing the "Section 3" statute. Section 3 requires that recipients of certain HUD funds make economic opportunities available for low- and very low-income individuals, especially recipients of government assistance for housing, living in the areas where HUD funds are spent. The final rule was adopted on November 30, 2020, and it's designed to improve a focus on economic opportunity outcomes while simultaneously reducing the regulatory burden on those entities that receive those funds. The New Section 3 Rule goes into effect on July 1, 2021.

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

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

SECTION 3 GUIDANCE

1. The Opportunity Home Section 3 Program has incorporated the Housing of Urban Development's Section 3 New Rule guidelines; and is hereby referenced as part of this Interim Section 3 Guidance. Notice is hereby given that it is the responsibility of the bidder/proposer or contractor to ensure understanding and compliance with all applicable sections of the Section 3 Program. Bidders/proposers and/or prime contractors are directed to the Opportunity Home website for more information on the Section 3 Program.

2. The Section 3 Program requirements apply to all HUD-assisted projects covered by Section 3 and are therefore applicable to Opportunity Home bidders/proposers and recipients of contracts and subcontracts.

3. In order to achieve the Section 3 Program objectives, numerical goals for training/employment and subcontracting opportunities for Section 3 and or Targeted Section 3 Workers and Business Concerns have been established. The Section 3 goals (below) apply to the entire Section 3 covered project and represent minimum numerical total labor hour goals set forth in the Section 3 Program. In the absence of evidence to the contrary, a contractor that meets the minimum benchmark Section 3 and Targeted Section 3 hiring goals, will be considered to have complied with the Section 3 Program requirements. Opportunity Home reserves the right to assess project-specific goals as may be deemed appropriate by the Opportunity Home representatives. Contractors are advised to read each solicitation carefully to determine the applicable goals for compliance.

Employment: Twenty-five percent (25%) of or more of the total number of labor hours worked by all workers in the recipient's fiscal year are Section 3 Workers and Five percent (5%) or more of the total number of labor hours worked by all workers in recipient's fiscal year are Targeted Section 3 Workers

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

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

Note: Professional Services contracts requiring an advanced degree or professional licensing are exempt from Section 3. This exclusion does not cover all non-construction services.

4. In order to ensure the greatest impact on employment, contracting, and economic opportunities, Opportunity Home contractors and subcontractors shall direct their efforts to Section 3 and or Targeted Section 3 individuals and Business Concerns on a "preference" tiered basis as follows:

Training/Employment

A).* Training/Employment Opportunities for *a Section 3 worker

Is any worker who either currently fits or when hired within the past 5 years fit at least one of the following categories, as documented:

- The worker's income for the previous or annualized calendar year is below the income limit established by HUD; or
- The worker is employed by a Section 3 business concern; or
- The worker is a YouthBuild participant

B). Helping provide training and or employment opportunities for A *Targeted Section 3 Worker* for public housing (includes operating and capital funds) Is defined as:

- A worker employed by a Section 3 Business Concern; or
- A worker who currently fits or when hired fit at least one of the following categories, as documented within the past five years:

- A resident of public housing or Section 8- assisted housing;
or
- A resident of other public housing projects
or
- .A Section 8-assisted housing managed by the PHA that is providing the assistance;
or
- A YouthBuild participant

Contracting Opportunities*- For Section 3 Business Concerns:*

- At least 51% of the business is owned and controlled by low or very low-income individuals.

- Over 75% of the labor hours performed for the business over the prior three-month period are performed by Section 3 Workers (must be within that time frame, to help businesses determine whether or not they meet the criteria).

- A business is at least 51% owned and controlled by current public housing residents or residents who currently live in Section 8 Housing.

5. Bidders/proposers must either achieve the Section 3 Program employment and subcontracting goals identified above (under number 3) or demonstrate acceptable good faith efforts to achieve the numerical goals in the proposal/bid. Opportunity Home representatives shall review and deem acceptable, in their sole determination, a bidder or proposer's good faith efforts prior to the award of the contract.

6. To ensure that the Opportunity Home Section 3 Program benefits individuals and businesses that are eligible Section 3 and or Targeted Section 3 Workers and Business Concerns; all Section 3 resident and Business Concerns must be deemed eligible through documentation of a "Section 3 and Targeted Section 3 Eligibility Form" for each eligible individual or business. Notice is hereby given that it is the responsibility of the prime contractor to ensure that all participating and eligible Section 3 and/or Targeted Section 3 Workers and/or Business Concerns (vendors, suppliers, or subcontractors) submit the necessary information for proper Opportunity Home status review and credit.

7. All Opportunity Home prime contractors must submit a Section 3 program compliance report on a monthly basis in the form and content requested by Opportunity Home staff. This report shall document currently hired within the past five years Section 3 and or Targeted Section 3 Workers, and new Section 3 hires along with any new Targeted Section 3 hires. This will also be for reporting on Business Concern training, employment, and subcontracting monthly performance against goals and opportunities.

8. Failure or refusal by a Opportunity Home bidder/proposer or contractor to satisfy or comply with the Section 3 Program New Rule reporting requirements, either during the bid/proposal process or during the term of the Opportunity Home agreement, shall constitute a material breach of contract whereupon the contract, at the option of Opportunity Home, may be canceled, terminated, or suspended in whole or in part; and, the contractor debarred from further contracts with Opportunity Home as a non-responsible contractor. Opportunity Home may at its discretion also declare bids/proposals not complying with the Section 3 Program requirements in whole or in part nonresponsive and eliminate them from consideration of a contract award.

INTERIM PRIME CONTRACTOR COMPLIANCE REQUIREMENTS

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

1. In the absence of evidence to the contrary, a prime contractor that meets the Section 3 Program minimum benchmark labor hour numerical goals set forth in the solicitation, will be considered to have complied with the Section 3 Program requirements. A prime contractor who meets this goal must submit with the bid/proposal a "*Section 3 Program Utilization Plan*" (Attached) by simply completing Sections A and B which present the project and contractor information and goal commitment information respectively.

2. In evaluating compliance, a prime contractor that *has not* met the minimum benchmark of labor hour numerical goals set forth in the solicitation; will then have the burden of fully demonstrating its efforts to achieve the Section 3 goals through the submittal and approval of a "*Section 3 Program Utilization Plan*" (Attached) to include completion of Sections A. B and C which must be included with the bid/proposal. Opportunity Home representatives shall review and determine in their sole discretion whether a bidder or proposer's (contractor) good faith effort compliance plan achieves the Section 3 Program New Rule regulations, goals, and objectives. A responsive good faith effort compliance plan shall address all questions in Sections A, B, and C and describe the concrete efforts that were taken, including any qualitative efforts. These measures will be taken to reach numerical goals in hiring/employment, training, and contracting. The final agreed-upon plan shall become part of the Opportunity Home contract.

3. Opportunity Home reserves the right to disregard bids/proposals as non-responsive bids and proposals which fail to demonstrate a good faith effort towards compliance with the Section 3 Program requirements.

4. As required under the Section 3 Program's contractual clause, prime contractors specifically agree to include the Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR Part 75 and agree to take appropriate action, as provided in an applicable provision of the subcontract or in the Section 3 Clause, upon a finding that a subcontractor is in violation of the regulations in 24 CFR Part 75. A prime contractor shall not subcontract with any subcontractor where the bidder/proposer has notice or knowledge that the subcontractor has been found in violation of any regulations in 24 CFR Part 75.

5. Prime contractors shall submit a properly completed and executed "Section 3 and Targeted Section 3 Worker Eligibility Form" for all participating Section 3 and or Targeted Section 3 Workers and/or Section 3/Targeted Section 3 Business Concerns (Attached). It is the responsibility of the prime contractor to ensure that eligible Section 3 and or Targeted Section 3 Workers and Business Concerns submit all necessary information for Opportunity Home review and credit, to include an eligible Section 3 prime contractor, if applicable.

6. Prime contractors submitting a Section 3 Program based upon employment, YouthBuild participants, or ownership interest shall submit a properly completed and executed Section 3 and or Targeted Section 3 Worker Eligibility Forms for all employees and owners who qualify and provide any supporting documentation that may subsequently be required by Opportunity Home. Prime contractors and subcontractors must employ any Section 3 and or Targeted Workers for not less than one month prior to the submittal of the bid/proposal in order for the prime contractor to receive credit for employing a Section 3 and or Targeted Section 3 Worker.

7. Notwithstanding the fact that a prime contractor may have the capability to complete a total project with its own workforce and without the use of subcontractors, all Opportunity Home prime contractors on a HUD-assisted project shall be required to achieve the Section 3 Program New Rule benchmark numerical goals and or demonstrate a good faith effort to achieve those goals within the industry. Should the need arise to hire or subcontract during the term of a contract, the hiring and/or subcontracting goals shall still be applicable and the training component remains in force.

8. All changes to the original list of subcontractors submitted with the bid or proposal shall be submitted for review and approval in accordance with Opportunity Home's procedures when adding, changing, or deleting subcontractors/sub-consultants. Prime contractors are required to make a good faith effort to replace any Section 3 Business Concern with another eligible Section 3/Targeted Section 3 Business Concern. Opportunity Home may deny such requests when it finds that a prime contractor fails to provide acceptable justification or when the effect of such change would dilute a preference received on a HUD-assisted contract.

9. All prime contractors participating in a HUD-assisted project shall submit a Section 3 Performance Report no later than the third business day of the following month detailing Section 3 and Targeted Section 3 Worker employment and contracting activity not only for themselves but also all subcontractors on the project. The report is to also detail training and other economic opportunity activities by the prime contractor and subcontractors.

What are the minimum New Section 3 Rule Benchmarks that need to be met to be in compliance with HUD and your contract with the Opportunity Home San Antonio?

For Public Housing Opportunity Home Contracts:

The benchmark for Section 3 workers is set at 25% or more of the total number of labor hours worked. For Targeted Section 3 Workers, the benchmark is 5% or more of the total number of labor hours worked.

For Housing and Community Development Opportunity Home Contracts:

The benchmark is set at 25% or more of the total number of labor hours worked by all workers on a Section 3 Project. The benchmark for Targeted Section 3 Workers is set at 5% or more of the total number of labor hours worked by all workers on a Section 3 project. ("This means that the 5 percent is included as part of the 25% threshold").

How do the Labor Hours need to be calculated for Section 3 hires, and Targeted Section 3 hires? *According to HUD's Provision: Section 3 benchmarks will consist of the following two ratios:*

(i) The number of labor hours worked by Section 3 workers divided by the total number of labor hours worked by all workers funded by public housing financial assistance in the PHA's or other recipient's fiscal year.

(ii) The number of labor hours worked by Targeted Section 3 workers, as defined in § 75.11(a), divided by the total number of labor hours worked by all workers funded by public housing financial assistance in the PHA's or other recipient's fiscal year.

SECTION 3 PROGRAM UTILIZATION PLAN

INSTRUCTION SHEET

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

Questions regarding completion of the *Section 3 Utilization Plan* document should be directed to: Assistant Director of Procurement, at 210 -477 -6703 or section3@homesa.org.

A. Bidders/proposers are required to make sincere efforts to achieve the Section 3 Program numerical goals as specified in solicitation documents. A bidders/proposers approved Section 3 Utilization Plan will be monitored throughout the duration of the Opportunity Home contractual term.

B. The contractor shall submit a *Section 3 Utilization Plan* at the time of bid/proposal submission in order to be considered responsive.

C. This *Section 3 Utilization Plan* is subject to Opportunity Home's review and approval. Opportunity Home may at its sole discretion approve or disapprove the plan. Opportunity Home's determination is administratively appealable to the CEO and to the Board of Commissioners pursuant to Opportunity Home's Section 3 Program, Policy & Procedures.

D. All bidders/proposers are to complete the following:

________ **Section A,** Bidder/Proposer Information

________ **Section B,** Section 3/Targeted Section 3 Goals and Contractor Commitment,

________ **Section C,** Section 3/ Targeted Section 3 Contractor Questionnaire

________ **Section D,** Section 3/Targeted Section 3 Good Faith Efforts

________ **Section E,** Section 3/Targeted Section 3 Compliance Certification,

________ **ATTACHMENT A** Assigned Project Workforce

________ **ATTACHMENT B** Subcontractor and Supplier's listing

Optional:

________ Certification for Section 3/Targeted Section 3 Business Concerns

________ Section 3 and or Targeted Section 3 Worker Individual Verification Form (S3-6003b)

E. Opportunity Home requires all Section 3 residents and/or Business Concerns to certify or submit evidence to Opportunity Home, contractor, or subcontractor, that the person or business is Section 3 eligible. Opportunity Home has developed a Certification Process for this purpose. It is the responsibility of the Contractor to submit these forms to Opportunity Home.

SECTION 3 PROGRAM UTILIZATION PLAN

Project Title: ____

SECTION A – BIDDER/PROPOSER INFORMATION

Name of Firm: ____

Address: ____

City:____________________________________State:__________Zip: ____________________

Contact Person:__________________________________Telephone: ___________________________

Email: ____

Is your firm a "Section 3 Business Concern": Yes_______No_______
If "Yes"; complete the Certification for Section 3 Business Form and attach the Required Documentation.

SECTION B – SECTION 3 GOALS AND CONTRACTOR COMMITMENT

Employment Goal (The New Rule eliminates the 30% new hire numerical goal and replaces it with labor hours)
New Rule labor hour benchmarks:

- 25% or more of the total number of labor hours worked by all workers are Section 3 Workers
- and 5% or more of the total number of labor hours worked by all workers are Targeted Section 3 Workers

Complete **Attachment A** which identifies the bidder/proposer's employee positions required for the execution of this project.

NOTE: *Opportunity Home will only credit employment participation with documentation acceptable to Opportunity Home certifying their (Section 3, or Targeted Section 3 Worker) status. A prime contractor may satisfy the New Section 3 Rule Employment Goal requirements through the hiring of Section 3 and or Targeted Section 3 Workers through his/her subcontractors. It is important to adhere to the new Section 3 Rule regulation benchmarks as stated above, for contractual compliance.*

Contractual Opportunity Goal

- Subcontract at least ten percent (10%) of the total dollar amount of all Section 3 covered contracts with Section 3/Targeted Section 3 eligible Business Concerns for maintenance, repair, modernization, or development of public or Indian housing, or for work arising in connection with housing rehabilitation, housing construction, and other public construction; and

- At least three percent (3%) of the total dollar amount of all other Section 3 covered contracts with Section 3/Targeted Section 3 eligible Business Concerns.

Complete **Attachment B** which identifies the bidder/proposer's subcontractor and/or supplier opportunities required for the execution of this project.

NOTE: *The contractual opportunity goal is a percentage of the total gross dollar value of the proposed contract awarded to a Section 3/Targeted Section 3 eligible Business Concern. Opportunity Home will only credit participation by Section 3 /Targeted Section 3 Business Concerns that submit documentation acceptable to Opportunity Home certifying their Section 3 status.*

1. The Prime Contractor will subcontract with a total of______Section 3/Targeting Section 3 Business Concerns totaling_____% of the Contract Value.

Other Economic Opportunity Goal

Firms may provide other economic opportunities to train and employ Section 3 and Targeted Section 3 Workers. Examples may include part-time work, internship programs, mentorship programs, training agreements, etc.

1. The undersigned bidder/proposer will satisfy the Section 3 and or Targeted Section 3 Workers *other economic opportunity* goals:

Yes_______No_______

NOTE: *Opportunity Home will only credit other economic opportunity participation to contractors/vendors that submit documentation acceptable to Opportunity Home.*

SECTION C – CONTRACTOR QUESTIONNAIRE

(If more space is needed, please provide an attachment).

A. In your own words please explain what the Section 3 Program intends to accomplish. (Please limit your response to a couple of sentences).

B. Explain how you intend to accrue a minimum of 25% or more of the total number of labor hours worked by all workers that are attained from Section 3 Workers and 5% or more of the total number of labor hours worked by all workers that are attained from Targeted Section 3 Workers) of the time the contract is awarded until the contract is complete, and what actions you will use to require subcontractors to do the same.

C. If you intend to subcontract, explain how you intend to subcontract a minimum of 10% of the work of this bid to Section 3/Targeted Section 3 Business Concerns.

D. Please outline your plan to provide other economic opportunities to Section 3 and or Targeted Section 3 Workers**.** Examples may include training agreements, internship programs, mentorship programs, etc.

E. How can Opportunity Home assist you in accomplishing your Section 3/Targeted Section 3 goals?

SECTION D – GOOD FAITH EFFORTS

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

__________ The project does not provide any employment opportunities. Please provide justification for the lack of employment opportunities.

__________ The project does not provide any subcontracting opportunities. Please provide justification for the lack of subcontracting opportunities.

F. If no contracting or hiring is anticipated, briefly explain why.

Attachment A
Assigned Project Workforce

Job Category*	Total Estimated Positions Needed for Project	Number of Positions Occupied by Permanent Employees	Number of Positions Open	Number of Positions to be Filled with Section 3 and/ or Targeted Section 3 Workers	Anticipated Labor Hours the Section 3 or Targeted Section 3 Workers may work monthly through the duration of the contract till completion
Professionals					
Technicians					
Office/Clerical					
Officers/Managers					
Sales					
Craft Workers (Skilled)					
Operatives (Semi-Skilled)					
Laborers (Unskilled)					
Service Workers					
Other List & describe					

(*Make Additional Copies as Necessary*)

Anticipated number of Section 3 Workers for this project: _______________
Anticipated number of Targeted Section 3 Workers for this project: _________________
Identify whether position(s) is Full-time (FT), Part-time (PT), or Training position (TP)
Will you be providing benefits to the Section 3 and or Targeted Section 3 Workers?________If yes: please describe the benefits package.____

____

____

How many people are currently employed with your company? ________________

EMPLOYMENT CERTIFICATION:

I hereby certify to the best of my knowledge that the above table represents the appropriate number of employee positions required for the execution of this Project. This table represents the number of Section 3/Targeted Section 3 individuals that the company proposes to employ. Also, the Company will provide Opportunity Home a completed "Section 3/Targeted Section 3 Eligibility" form for any applicable new hire. As the project progresses, I will notify Opportunity Home of any subsequent proposed changes to my workforce for approval.

Project Title______________________________Company Name ______________________________________

Signature/Title____Date_____________________________

OPPORTUNITY HOME SAN ANTONIO

Attachment B
Subcontractor/Supplier Listing

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

(*Make Additional Copies as Necessary*)

Total Bid/proposal Value - $_________________
Total Dollars – Subcontractor/Supplies - $_______________
Total Dollars subcontracted to Section 3/Targeted Section 3 Business Concerns - $_____________
Overall Section 3 subcontracting Percentage - %_______________

CONTRACT OPPORTUNITY CERTIFICATION:
I hereby certify to the best of my knowledge that the above table represents all of the subcontracting and/or vendor opportunities required for the execution of this Project. This table identifies the number of Section 3/Targeted Section 3 Business Concerns that the company will utilize. Also, the Company will provide Opportunity Home a completed "Section 3/Targeted Section 3 Eligibility" form for qualified Section 3 Business Concerns with all supporting documentation. As the project progresses, ALL OF THE ABOVE INFORMATION i HAVE PROVIDED *IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE. I FURTHER UNDERSTAND AND AGREE THAT THIS DOCUMENT SHALL BE ATTACHED THERETO AND BECOME A BINDING PART OF THE OPPORTUNITY HOME CONTRACT.* I will notify Opportunity Home of any subsequent proposed changes to my subcontractors/suppliers for approval.

Project Title_______________________________Company Name ________________________________

Signature/Title____Date ___________________________

Section 3 Business Concern Certification

CONTACT INFORMATION			
First Name:	Last Name:	M.I.:	Suffix:
Title:			
Name of Business or DBA:			
Street Address:			
City:	State:	Zip Code:	
Primary Phone:	Email Address:		
Employer Identification Number (EIN):	Owner's Social Security Number (if no EIN):		

TYPE OF BUSINESS			
☐ Corporation	☐ Sole Proprietorship	☐ Partnership	☐ Joint Venture
Total Number of Employees:		Number of Section 3 Employees (if applicable):	
Number of Targeted Section 3 Employees (individuals who live in Public Housing or Section 8 Housing in Bexar County):			
List the types of services your business provides (e.g., electrical, janitorial, security):			
List up to three NIGP Codes which correspond to the services and goods provided:			

LICENSES/CERTIFICATIONS
List the business' occupational licenses or certifications:

HUD GUIDELINES	
Businesses may become Section 3 Certified if they meet at least one (1) of the following HUD guidelines (select any that apply):	
☐	51% of business is owned by low or very low income persons.
☐	75% of the Labor Hours are performed for the business over the previous three-month period by Section 3 Workers.
☐	51% of business is owned by current Public Housing or Section 8 housing residents.

Section 3 Business Concern Certification

OWNERSHIP AND CONTROL

If claiming 51% of ownership by a low or very low income person, or by a current Public Housing or Section 8 housing resident, identify the firm's ownership:

Name	Title	Ownership Percentage

REQUIRED DOCUMENTATION

Please provide the required documentation for Section 3 Business Concern certification.

For businesses claiming status with 51% of ownership by low or very low income persons:
(Provide the following for all owners of the enterprise.)

- ☐ Copy of evidence of participation in a public assistance program (residential lease, evidence of public assistance, tax return).
- ☐ Proof of residence in Bexar County (your driver's license or state issued ID).
- ☐ Proof of ownership (DBA; if sole proprietorship, submit Assumed Name Certificate; if corporation, submit Certificate of Formation, Articles of Incorporation, or Operating Agreement. Proof must show ownership by the Section 3 individual).

For businesses claiming at least 75% of the labor hours worked are performed by Section 3 Workers over the previous three-month period prior to applying for this certification:

- ☐ List of ALL current employees.
- ☐ List of employees claiming Section 3 status.
- ☐ Employers claiming the 75% of labor hours worked must provide a labor hour time sheet, sign the Section 3 individual verification form (s) for business concern assessment and **notarize** each form per employee verifying their Section 3 status.

For businesses claiming status with 51% of ownership by current Public Housing or Section 8 housing resident(s):

- ☐ Proof of residence in a public housing or Section 8 housing residence in Bexar County
- ☐ Proof of ownership (DBA; if sole proprietorship, submit Assumed Name Certificate; if corporation, submit Certificate of Formation, Articles of Incorporation, or Operating Agreement. Proof must show ownership by Public Housing or Section 8 resident).

DISCLAIMER SIGNATURE

☐ **By checking this box, I swear or affirm that the information on this form is, to the best of my knowledge and belief, true, correct, and complete.**

I understand that this information will be used to determine my eligibility to participate in the Section 3 Business Concern certification program.

I hereby authorize Opportunity Home San Antonio to display my contact information, type of business and license/certification information in a database that contractors and community partners will have access to.

My signature/printed name below signifies that I understand and authorize Opportunity Home San Antonio and U.S. Department of Housing and Urban Development (HUD) officials to verify all the information I provide regarding Section 3 Certification.

Printed Name:

Signature:	**Date:**

Section 3 Business Concern Certification

Please complete forms, attach all necessary documentation, and submit via one of the following methods:

Mail or Drop Off:	C/O Assistant Director of Procurement Opportunity Home San Antonio 818 S. Flores St. San Antonio, TX 78204
Email To:	Section3@homesa.org
Fax To:	(210) 477-6167

SECTION 3 AND TARGETED SECTION 3 WORKER VERIFICATION FORM FOR BUSINESS CONCERN ASSESSMENT

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

INCOME DISCLOSURE (CHECK AN OPTION BELOW):

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

In order to be eligible as a Section 3 and/or Targeted Section 3 Individual, you must fit into one of the following criteria:

1. Was the income for the previous five years less than or in the HUD area median income bracket for the Section 3/Targeted Section 3 Individual?

   80% HUD Area Median Income (FY 2022 Income Limit):
   $46, 450

2. Are you a resident of Public Housing or Section 8 housing? ◉ Yes ◯ No

   - If you indicate "Yes," then the individual is a Targeted Section 3 Worker, regardless of income.
   - If you are a low income individual living in Bexar County, you are a Section 3 individual even if you do not live in Public Housing or Section 8 housing.

_____**Option 2: I choose not to disclose this information.**

NOTE: This form must be notarized prior to submission.

CERTIFICATION	
By signing, I authorize my employer to release relevant information to Opportunity Home San Antonio for contract compliance purposes. I further affirm that the information on this form is, to the best of my knowledge and belief, true, correct, and complete.	
Printed Name:	
Signature:	**Date:**

M/WBE UTILIZATION STATEMENT
OPPORTUNITY HOME SAN ANTONIO
M/WBE PROGRAM OFFICE

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

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

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

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

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

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

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

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

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

Catherine Craig
Section 3/SWMBE Coordinator
818 S. Flores St.
San Antonio, TX 78204
catherine_craig@homesa.org
210-477-6165

FOR OPPORTUNITY HOME PROCUREMENT DEPARTMENT USE ONLY

Reviewed by: ____
Date: ____ Signature of Opportunity Home Official:
____

Recommendation: Approval: ______ Denial: _______
subject to the Opportunity Home M/WBE Program Manager's review and approval.

M/WBE UTILIZATION STATEMENT
OPPORTUNITY HOME SAN ANTONIO
M/WBE PROGRAM OFFICE

SECTION A: PROJECT IDENTIFICATION

Project Number________________ Project Title______________________________

Contract Amount ______________ Company Name __________________________

Project Participation Range/Goal: M/WBE ____ %

Contract Anticipated Participation Range: M/WBE ____ %

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

SECTION B: SUBCONTRACTOR/SUB CONSULTANT/VENDOR UTILIZATION

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

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

2. MBE utilization in total dollars: _______ WBE utilization in total dollars: _______
3. Overall MBE utilization percentage (%): ______
4. Overall WBE utilization percentage (%): ______
5. Overall M/WBE utilization percentage (%): ______
6. Anticipated M/WBE utilization on this contract will occur:
Throughout ___ Beginning 1/3 ___ Middle 1/3 ___ Final 1/3 ___

Please Note: Opportunity Home will credit only those M/WBEs that have been certified by an entity acceptable to Opportunity Home. All changes, additions, or deletions occurring during the life of this contract relative to use of the listed subcontractors, sub-consultants and/or *major suppliers, M/WBE or otherwise, must be submitted to Opportunity Home for review and approval*.

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

SECTION C: GOOD FAITH EFFORT

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

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

subcontracting, etc., if any. (c) List all other good faith efforts employed, please elaborate.		

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

Print Name ***Title Date***

Signature ***Telephone Number***

ATTACHMENT E

Proposal Checklist and Certification

PROPOSAL Checklist and Certification

(Attachment E)

(This Form must be fully completed and uploaded with submission of proposal.)

Instructions: Unless otherwise specifically required, the items listed below must be completed and included in the proposal submittal. Please complete this form by marking an "X," where provided, to verify that the referenced completed form or information has been included within the "hard copy" proposal submittal submitted by the Respondents.

X=ITEM INCLUDED	SUBMITTAL ITEMS
______	**Tab 1 Profile of Firm, Company Biography**
______	**Tab 2 Experience, Performance, and Capacity**
______	**Tab 3 Client Information**
______	**Tab 4 Respondent's Project Management and Plan**
______	**Tab 5 Respondent's Implementation and Quality Control**
______	**Tab 6 HUD Forms, Conflict of Interest Questionnaire and Form 1295**
______	**Tab 7 Section 3 Business Preference**
______	**Tab 8 Small/Minority/Disadvantaged/Veteran Business Enterprise Utilization Plan**
______	**Tab 9 Section 3 Good Faith Effort Compliance Plan**
______	**Tab 10 Proposal Checklist and Certification**
______	**Tab 11 Form of Proposal and Pricing**

Bidder's Certification

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

1. He/she has full authority to bind Bidder and that no member Bidder's organization is disbarred, suspended or otherwise prohibited from contracting with any federal, state or local agency,

2. Items for which Bids were provided herein will be delivered as specified in the Bid,

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

4. Bidder agrees that this bid shall remain open and valid for at least a period of 90 days from the date of the Bid Opening and that this bid shall constitute an offer, which, if accepted by Opportunity Home and subject to the terms and conditions of such acceptance, shall result in a contract between Opportunity Home and the undersigned Bidder,

5. He/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Bid,

6. Bidder, nor the firm, corporation, partnership, or institution represented by the Bidder, or anyone acting for such firm, corporation or institution has violated the antitrust laws of the State of Texas or the Federal Antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business,

7. Bidder has not received compensation for participation in the preparation of the specifications for this IFB,

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

9. Child Support: Pursuant to Section 231.006 (d) of the Texas Family Code, regarding child support, the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

10. Lobbying Prohibition: The Contractor agrees to comply with Section 1352 of Title 31, United States Code which prohibits the use of Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

11. Non-Boycott of Israel: Opportunity Home may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that; (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract. (Texas Government Code chapter 2270) by accepting these General Conditions and any associated contract, the CONTRACTOR certifies that it does not Boycott Israel, and agrees that during the term of this contract will not Boycott Israel as that term is defined in the Texas Government Code Section 808.001, as amended.

12. **TX Gov. Code 2252.152:** Prohibits a government entity from awarding a contract to a company identified as Iran, Sudan, or a Foreign Terrorist Organization as identified on a list maintained by the Texas Comptroller of Public Accounts. By signature hereon bidder certifies that it is not affiliated in any manner with the businesses on this list.t

Addendum #1________________ Date__________

Addendum #2________________ Date__________

Addendum #3________________ Date__________

______________________________ ______________
Signature **Date**

_____________________________ _________________________
Printed Name **Company**

____
E-mail address if available

_____________________ ____________________
Phone **Fax**

ATTACHMENT F

Form of Proposal

THIS MUST BE ON RESPONDENT'S LETTERHEAD

Opportunity Home San Antonio
818 S. Flores
San Antonio, Texas 78204

Attention: Shayne Everett-Endres, Contract Specialist

RE: **Access Control and Security Cameras**
No. 2506-5592

To Whom It May Concern:

The undersigned Respondent, having read and examined the Scope, Exhibit A and associated RFP Documents for the ***Access Control and Security Cameras*** and having visited and/or familiarized myself with the work of the proposed project and after thoroughly considering the factors which will affect the execution of the project and the cost thereof, does hereby submit this Proposal. All prices stated herein are firm and shall not be subject to escalation provided this Proposal is accepted within one hundred eighty (180) days after the official opening of proposals.

The undersigned hereby declares that the following list states any and all variations from and exceptions to the requirements of the proposal requirements and that, otherwise, it is the intent of this Proposal that the work will be performed in strict accordance with the subsequent Contract Documents. (If no exceptions are taken, indicate so by entering "None").

____

____

____

______(Continue on separate page, if necessary, and attach hereto)

The undersigned Respondent in accordance with the Texas Tax Code Section 151.309 and all amendments thereto, and Volume 34 Texas Administrative Code Section 3.291 (Supp. 1994) and all amendments thereto, hereby proposes to provide the Goods and Services hereunder in accordance with the Minimum Requirements of HUD regulations 24 CFR 982, this RFP, and associated Contract Documents, for the following Contract Price for Access Control and Security Cameras in the Proposal Fee Sheet (Exhibit B).

If this Proposal is accepted, the undersigned Respondent agrees to start and to complete the work in accordance with the schedule set forth in the subsequent Contract Document. It is understood that all services shall be complete and all facilities shall be removed from development property as scheduled. The undersigned fully understands that the time of completion is of the essence of the Contract.

If written notice of the acceptance of this proposal is mailed, facsimile, or delivered to the undersigned within one hundred eighty (180) days after the date of opening of proposals, or anytime thereafter before this proposal is withdrawn by the Respondent , the undersigned will, within ten (10) days after the date of mailing, facsimile, or delivering of such notice, execute and deliver a Contract in the form provided by Opportunity Home, complete with acceptable Performance and Payment Bonds, if applicable.

Dated this _________ day of ______________________, 20_______.

Offeror ____

By ____

Title ____

ATTEST:

____

Business Address of Offeror ____

State of Incorporation ____

Address of Principal Office____________________________________

____

Email:____

Continued on Next Page

Exhibit B
Proposal Fee Sheet

1. Proposed Pricing:

a. The cost to install a solution, fully burdened to include but not limited to; components, electrical needs, and labor, in the offered pricing for the total project. Installation costs will also include the removal of any older equipment currently installed.
b. Monitor costs are for the intrusion protection-panic button/access control.
c. Service and Maintenance costs are related to the support services offered on an annual cost basis, including technical support.

Price Proposal is to be fully burdened to include materials and labor costs:

Totals: All properties are will have security cameras installed with a storage and a maintenance package. Exhibit A-1 Properties have monitoring costs for Access Control/Intrusion Protection.

Total Project Cost	
Proposal Total: Installation (plus 1yr maintenance / monitoring costs)	$
Proposal Total: **Annual Monitor Costs**	$
Proposal Total: **Annual Maintenance Costs**	$
Additional Security Camera Installation (including added maintenance/monitor costs)	$
Time to Completion:	Days

Company Name:_______________________________

Security Camera, Intrusion Detection & Panic Button Installation and Services Only

(No Access Control)

Property	QTY	Installation Costs	Annual Monitor Cost Intrusion Protection	Annual Service / Maintenance Cost	Days to Install
Cassiano Homes Apartment	17				
Charles Andrews Apartments	8				
Cross Creek Apartments	7				
Francis J. Furey Apartments	7				
Frank Hornsby Apartments	11				
Highview Apartments	7				
L.C. Rutledge Apartments	7				
Le Chalet Apartments	8				

Company Name:___________________________________

Property	QTY	Installation Costs	Annual Monitor Cost Intrusion Protection	Annual Service / Maintenance Cost	Days to Install
Madonna Apartments	5				
Mirasol Homes	10				
Morris C. Beldon Apartments	6				
T.L. Shaley Apartments	8				
Westway Apartments	11				

Exhibit A-3 Scope of Work Properties
Security Camera Installation and Services
(No Panic Button/Access Control)

Property	Qty	Installation Costs	Annual Monitor Cost Intrusion Protection	Annual Service / Maintenance Cost	Days to Install
Victoria Plaza	45				
Villa Tranchese	44				
WC White	18				
Lewis Chatham	21				

Company Name:___________________________________

Exhibit A-3 Scope of Work Properties - Continued
Security Camera Installation and Services

(No Panic Button/Access Control)

Property	Qty	Installation Costs	Annual Monitor Cost Intrusion Protection	Annual Service / Maintenance Cost	Days to Install
Fair Avenue	49				
Henry B Gonzalez	16				
Jewett Circle	16				
Matt Garcia	10				
OP Schnabel	13				
Kenwood North	13				
Parkview	45				
Blanco	17				
Marie McGuire	16				
San Pedro Arms	6				
Villa Hermosa	21				
Lila Cockrell	17				
Sun Park Lane	13				
Pin Oak I	10				

Company Name:____________________________________

2. Total cost for installation of additional security cameras not included in the Exhibit A-1 or Exhibit A-2 quantities:

a. $___________ each
b. $___________ additional service/maintenance fee per camera.

3. Additional Fees not included in costs above:
____
____
____

End of Section F