



REQUEST FOR PROPOSALS

For

Insurance Broker of Record Property Casualty Services

For

**HOUSING AUTHORITY OF THE
CITY OF PHARR, TEXAS AND
AFFILIATED ENTITIES**

RFP#: 2025-008

Prepared by:

Housing Authority of the City of
Pharr
1005 W Gore Ave
Pharr, Texas
78577

Interim Executive Director Lazaro J. Guerra

Table of Contents

Section A - Background Information and Evaluation	3
Timeline	4
Desired Outcome	4
Evaluation Criteria	5
Section B – Instruction to Respondents	7
Point of Contact	8
PHA Reservation of Rights	9
Disqualification of Respondents	11
Award and Right to Protest	12-13
Section C – Information to be Submitted	14
Tabs 1 through 8	15-19
Section D – Terms and Conditions	20
Subcontractors	21
Invoicing	22
Termination	24
General Conditions	25
Examination of Records	25
Force Majeure	26
Scope of Work	27
Section 3- 54	
EXHIBITS and ATTACHMENTS	
Insurance Broker of Record Property Casualty Services	
Insurance Requirements- Exhibit I	
HUD Forms, Conflict of Interest Questionnaire, Certificate of Interested Parties	
Profile of Firm and Company Profile	
Section 3 Guidelines and Forms	
Proposal Check List and Certification	
Form of Proposal	

Section A

Background Information and Evaluation

On November 14, 1949, the City of Pharr Board of Commissioners, Mayor J. R. Card, Commissioner Ward Walters, Commissioner Joe M. Rendon, and City Attorney L.J. Polk, met at 8:00pm at City Hall and voted unanimously to establish the Pharr Housing Authority. Be it resolved by the Board of Commissioners of the City of Pharr hereby determined, found and declared in pursuance of the Housing Authorities Law of the State of Texas that insanitary and unsafe inhabited dwelling accommodations existed in the City and there was a shortage of safe and sanitary dwelling accommodations available to families of low income at rentals they can afford and in a need for the Housing Authority of the City of Pharr to function.

In 1952, the Pharr Housing Authority built 75 Low Rent Public Housing Units at 104 W. Polk, which is the current site of the PHA Administration Building and the development, was named Villa De La Esperanza. It served the housing residents until it was demolished in 1996 and were later replaced with tax credit developments; Las Canteras (2007), Mesquite Terrace (2008), Sunset Village (2009), and Parkview Village (2011). The Pharr Housing Authority today continues to meet the mission and vision our founding board had when creating the Housing Authority. It has grown from 75 units to a total number of 1,063 units, of which 247 units are Public Housing and 828 units are Section 8. On August of 2016, Sunset Senior Village, a 3 story 80 unit development for seniors 62 and over has been completed and is available for qualifying families.

The Pharr Housing Authority Board and administrative leaders continue to explore ways to add additional housing to meet the needs this City, the Rio Grande Valley and the Nation are experiencing as a whole today.

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

I. Insurance Broker of Record Property Casualty Services:

The **Pharr Housing Authority and its affiliated entities (PHA)** is seeking proposals from experienced Firms to provide Insurance Broker of Record Property Casualty Services pursuant to an award resulting from this RFP shall be performed in accordance with all appropriate Federal, State and local laws and regulations.

PHA hereby invites proposals from qualified and experienced firms for Insurance Broker of Record Property Casualty Services for PHA wide properties.

II. Timeline:

DATE ISSUED	May 2, 2025
LAST DATE FOR QUESTIONS	May 16, 2025
PROPOSAL DUE DATE	May 30, 2025 at 5:00 P.M. 1005 W. Gore Pharr, TX 78577
ANTICIPATED APPROVAL BY THE BOARD	June/July 2025

PHA 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 and by posting on PHA's website.

III. Objectives:

The Housing Authority of Pharr, Texas (hereinafter called "PHA" or the "Authority") is requesting responses to this Request for Proposal from experienced consultants who can demonstrate that they possess the qualifications, expertise to act as its broker to perform services related to the acquisition of competitive premium costs for comprehensive property and casualty coverage on all of its properties and operations including but not limited to workers' compensation, automobile fleet, property, liability, boiler and machinery, data identity recovery, practicing attorneys, Directors and Officers, excess umbrella, employment practices, fidelity, fiduciary, and flood.

IV. Desired Outcome:

Competitive premium costs for comprehensive property and casualty coverage on all of PHA's properties, affiliates, and operations.

V. 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).

Evaluation-Responsibility: PHA 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. PHA will consider capabilities or advantages that are clearly described in the proposal that may be confirmed by oral presentations, site visits, demonstrations, and references contacted by PHA. All proposals would be evaluated as to their overall value to PHA.

B. 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 PHA's evaluation panel. Similarly, all persons having ownership interest in and/or contract with a Respondent will be excluded from participation on PHA's evaluation panel.

C. 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

In preparing the proposal to the Authority, it is important for Respondents to clearly demonstrate their expertise and qualifications in the evaluation areas described in this chart and as outlined in the solicitation.

Table on next page.

No	Points	Weight	Criterion Description
1	0-5	25%	Experience and Capacity of Consultant: Experience serving as a Broker of Record advisor with preference to those that have provided services to housing authorities or other governmental entities. Depth of experience of proposed staff.
2	0-5	20%	Quality and Methodology: Quality of relevant services in previous transactions and comprehensiveness and completeness of Plan of Advisement. Demonstrated competence in creating and advising on Programs and transactions as contemplated under the Scope of Services.
3	0-5	20%	Disclosures/Financial Capability: Strong financial position. No disclosures indicating current litigation or disciplinary actions
4	0-5	25%	Fees/Cost: Proposed fees
5	0-5	5%	Strength of the Contractor's Section Utilization 3 Plan
6	0-5	5%	Strength of the Contractor's S/W/MBE Utilization Plan
		100%	Total Points for Criteria
		Max. Points	HUD Section 3
1		5	Section 3 Preference: A firm may qualify for Section 3 status for up to an additional 5 points.
a		5	Category I: As detailed in EXHIBIT D
b		4	Category II: As detailed in EXHIBIT D
c		3	Category III: As detailed in EXHIBIT D
d		2	Category IV: As detailed in EXHIBIT D

Continued next page

- VI. Competitive Range:** Once a short list is established from the proposals submitted, PHA reserves the right to require Respondents within the short list to make a presentation to the evaluation committee. Presentations, if requested, shall be a factor in the award recommendation.
- VII. Program Requirements:** Respondents are strongly encouraged to examine the proposed Program Requirements outlined below and to respond in their Proposal with detailed information that demonstrates experience in responding to the market and the environment, and Respondent's ability to provide financial consulting and HUD guidance services, planning, development, and any other skills necessary for the successful provision of services to PHA.
- VIII. Minimum Requirements:** Experience with/being Broker of Record to similar entities within last 5 years.

End Section A.

Section B
Instructions to Respondents

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

POINT OF CONTACT	Lazaro J. Guerra Pharr Housing Authority 1005 W Gore Pharr, TX 78577 E-mail: lazaro.guerra@pharrha.org
Second POINT OF CONTACT	Ana Reyes Pharr Housing Authority 1005 W Gore Pharr, TX 78577 E-mail: ana.reyes@pharrha.org

The Request for Proposals can be obtained online at

<https://pharrha.org/>

All Addenda will be posted on PHA's website <https://pharrha.org> 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 PHA 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, PHA will not conduct any ex parte conversations which may give one prospective proposer an advantage over other prospective Respondents.

- II. **Prohibitions:** Contact with members of the PHA Board of Commissioners, or PHA officers and employees other than the contact person listed herein, by any prospective Proposer, after publication of the RFP and prior to the execution of a contract with the successful proposer(s) could result in disqualification of your proposal. In fairness to all prospective proposer(s) during the RFP process, if PHA 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 Proposer 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. PHA'S Reservation of Rights:

PHA reserves the right, without liability, to:

- 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 PHA to be in its best interests.
- award a contract pursuant to this RFP
- terminate a contract awarded pursuant to this RFP, at any time for its convenience upon 30 days written notice to the successful Respondent.
- determine the days, hours and locations in which the services are performed in this RFP.
- retain all proposals submitted and not permit withdrawal for a period of 90 days subsequent to the deadline for receiving proposals without the written consent from PHA.
- negotiate the fees proposed by all Respondents. If such negotiations are not, in the opinion of PHA successfully concluded within a reasonable timeframe as determined by PHA, PHA shall retain the right to end such negotiations.
- 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.
- 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 PHA in writing within five (5) days of the discovery of any item that is issued thereafter by PHA that he/she feels needs to be addressed. Failure to abide by this timeframe shall relieve PHA, but not the prospective Respondents, of any responsibility pertaining to such issue.
- 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.
- to advertise for new proposals or to proceed to do the work otherwise if proposals are rejected.
- cancel the award of any proposal(s) at any time before the execution of the contract documents by all parties.
- 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 PHA's requirements in good faith change after award of the contract.
- 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)

- establish a competitive range for responses based on the initial scores and to require presentations by the Respondents within the competitive range.
 - require additional information from all Respondents to determine level of responsibility. Such information shall be submitted in the form and time frame required by PHA.
 - amend the terms of the contract any time prior to contract execution.
 - 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.
- IV. Timely Submissions:** Late submissions will not be accepted. Proposals received prior to the submittal deadline shall be securely kept, unopened, by PHA. 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 PHA 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 PHA or any official or employee thereof, for the pre-opening of, or the failure to open a proposal not properly addressed and identified.
- V. 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
- VI. 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.
- VII. Responses:** A total of one (1) original signed copy (marked "ORIGINAL") using the Proposal Form attached as Attachment F, and three (3) exact copies, (marked copy) shall be placed unfolded in a sealed package with the Respondent's name and return address and addressed as follows:

RFP # 2025-008
Insurance Broker of Record Property Casualty Services
TBD, Time of Bid Opening
Pharr Housing Authority
1005 W Gore Ave
Pharr, Texas 78577

The Respondents shall bind the proposal such that PHA can, if needed, remove the binding (i.e. "comb-type, etc.) or remove the pages from the cover (i.e. 3-ring binder, etc.) to make copies then return the proposal submittal to its original condition.

VIII. 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. PHA 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.

IX. 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 PHA's discretion, be reason for rejection:

- If the forms furnished by PHA are not used or are altered or if the proposed costs are not submitted as required and where provided.
- If all requested completed attachments do not accompany the proposal submittal.
- 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.
- 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.

X. 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:

- Evidence of collusion among prospective Respondents. Participants in such collusion will receive no recognition as Respondents or Respondents for any future work with PHA 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.
- More than one proposal for the same work from an individual, firm, or corporation under the same or different name(s).
- Lack of competency, lack of experience and/or lack of adequate resources.
- Unsatisfactory performance record as shown by past work for PHA or with any other local, state or federal agency, judged from the standpoint of workmanship and progress.
- Incomplete work, which in the judgment of PHA, might hinder or prevent prompt completion of additional work, if awarded.

- Failure to pay or satisfactorily settle all bills due on former contracts still outstanding at the time of award.
- Failure to demonstrate minimum qualification requirements of PHA.
- Failure to list, if required, all team members, subcontractors (if subcontractors are allowed by PHA) who will be engaged by the successful Respondent(s) to participate in the Project.
- 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.
- Any reason to be determined in good faith, to be in the best interests of PHA.

- XI. 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. PHA 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.
- XII. Substitutions:** Respondents must propose a Project that meet the requirements of the RFP documents. All verbal communications or instructions provided by any PHA personnel shall only become official and binding when issued as an addendum by the PHA Procurement Department.
- XIII. No Liability for Costs:** PHA 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.
- XIV. Proposal Opening Results:** Proposals are publicly opened and the results are generally a matter of public record. When PHA has concluded all evaluations, has chosen a final top-rated Respondent, has completed the award and is ready to issue such results, PHA 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.
- XV. Award:** Submissions will be evaluated 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 PHA after preferences for Section 3 business concerns are considered. The Selected Proposer will then enter into a development agreement with PHA. PHA reserves the right to issue a separate RFP for property management services.

At the option of the AUTHORITY/NON-PROFITS, finalists may be selected for a final round of negotiations; however, vendors are encouraged to present their best offers with their initial submission.

It is anticipated that the contract will be awarded to the selected qualified Respondent in August 2024 but is subject to change at the AUTHORITY/NON-PROFITS's discretion.

The AUTHORITY/NON-PROFITS reserve the right to accept or reject any and all proposals, to waive any irregularities in any proposal process, and to make an award of contract in any manner in which the AUTHORITY/NON-PROFITS, acting in the sole and exclusive exercise of its discretion, deems to be in the AUTHORITY/NON-PROFITS's best interest. The award of the contract will not necessarily be made to the highest scoring property casualty insurance broker.

If a contract is issued, it will be awarded to the Respondent deemed the most qualified and responsive as determined at the sole discretion of the AUTHORITY/NON-PROFITS, based on its review of the Respondent's ability to provide the required services. The AUTHORITY/NON-PROFITS reserves the right to reject any and/or all proposals and waive any irregularity in proposals received, whenever such rejection or waiver is in the best interest of the AUTHORITY/NON-PROFITS. The Respondent to whom the award is made will be notified at the earliest possible date.

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

XVI. Taxes. PHA, 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.

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

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

XIX. RIGHT TO PROTEST:

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

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

- A.2 Eligibility:** To be eligible to file a protest with PHA 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. PHA has no obligation to consider a protest filed by any party that does not meet these criteria.

XX. Bonding

A. Bonding is not required for this solicitation.

XXI. Escalation: No escalations shall be considered, this will be a fixed fee contract.

XXII. Term: A one (1) year firm fixed fee contract with the option to renew at the sole discretion of PHA for up to four (4) additional one year periods at the same terms and conditions.

End Section B

Section C

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.

Respondents are encouraged to identify and clearly label in their submittal how each criterion is being fully addressed. Evaluation of responses to this solicitation will be based only on the information provided in the submittal package, and if applicable, interviews, and reference responses. The Authority reserves the right to request additional information or documentation from the Respondent regarding its submittal documents, personnel, financial viability, or other items in order to complete the selection process. If a responding firm chooses to provide additional materials in their submittal beyond those requested, but within the page limitations, those materials should be identified as such and included in a separate section of the submittal.

C.1 Tab 1, References:

The proposer shall submit 3 former or current clients within the past 5 years, preferably other than PHA, for whom the proposer has performed similar or like services to those being proposed herein. The list shall, at a minimum, include for each reference:

- a. The client's name and name of the contact.
- b. The client's current telephone number and address,
- c. Description of services provided to the client, and
- d. Date of services

This information shall be submitted under the Tab 1 of the Proposal.

- C.2 Tab 2, HUD Forms, Conflict of Interest Questionnaire and Form 1295:** These Forms are attached hereto as Attachment B 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. ****NOTE**** 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 copy of the submission along with the Certification prior to execution of the contract with PHA.

This information shall be included in Tab 2 of the Proposal.

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- C.3 Tab 3, Profile of Firm and Company Biography:** The Profile of Firm Form is attached hereto as Exhibit C to this RFP document. This Form must be fully completed, executed and submitted under this tab as a part of the submittal by the Respondent. Also submit the Company Biography under this tab.

This information shall be included as Tab 3 of the Proposal.

- C.4 Tab 4, Evaluation Factors:** The Respondent must submit under this tab a response that addresses each of the following evaluation factors. Small/Minority/Woman/Veteran Owned Business Enterprise and Section 3 utilization plans are covered in Tabs 6 and 7 below.

VIII Experience and Capacity

Respondent shall provide information that clearly demonstrates your organization's prior experience and background in providing Broker of Record Services as specified in this RFP. Respondent shall provide a listing of the entities or casualty coverages wherein the firm has served as Broker of Record advisor in the past seven (7) years and include information on the type of services provided. Respondent shall describe the firm's experience with governmental clients on general Broker matters as well as Property and Casualty Insurance Placement. This information should identify and substantiate the basis of the firm's contention that it is the best qualified firm to provide the requested services to PHA.

Respondent shall list any specific experience it has from prior or existing Broker of Record engagements with comparable housing authority bodies (i.e., Public Housing Real Estate Portfolios, housing choice Vouchers, fleet vehicles, and a similar political and geographic environment) and provide relevant references from governmental clients for whom similar services have been provided for in the past five (5) years. Respondent shall provide the contact names, positions, email address and phone numbers.

Respondent shall describe all licenses held and maintained by the firm, its directors, or officers and principals that are required in order to do business in the State or otherwise. List all states where the firm is registered by the NASD and the SEC. Respondent shall provide a listing of any and all suspensions or expulsions by those regulatory agencies of the firm or any of its personnel in the last 10 years with an explanation of the reason for such suspensions or expulsions and the time period for such action.

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Respondent shall provide a staffing plan listing those persons who will be assigned to the engagement if the firm is selected, including the designation of the person who would be responsible for the engagement. This portion of the proposal should include the relevant resume information for the individuals who will be assigned. The information should include, at a minimum, a description of the person's relevant professional experience, years and type of experience and number of years with the firm, and any certifications, professional designations, relevant affiliations or licenses possessed by the individual. Any planned use of specialists should be specified. Respondent shall describe the experience of the firm in the last thirty-six (36) months in performing Broker services in similar size and scope. The same information must be provided for any associate firm or sub-consultant.

IX Quality and Methodology:

Respondent shall provide an Executive Summary that describes the firm's knowledge, experience and resources relevant to the proposed assignment. Respondent shall provide a sample "Plan of Advisement" that will briefly describe your firm's recommendation for keeping the government abreast of developments in the public housing sector, options available for insurance policy coverage costs, and analysis on incumbent workers' compensation fully insured program and make any supported recommendations for changes.

Respondent shall provide at least one and not more than three (3) examples of Broker of Record market insurance policies or quality marketing submission advice given to a client who, in the opinion of the firm, represents innovative problem solving initiated by the Respondent, or is otherwise of particular note.

Respondent shall describe its firm's knowledge, experience, and resources in selecting insurance markets and evaluating coverage quotations for comprehensive and affordable options to housing authorities. Include a discussion of the firm's participation in servicing existing insurance policies by reviewing coverage issues, issuing binders and certificates of insurance and requesting endorsements from carriers in a timely manner. Also discuss your process for Verifying of accuracy of policies and negotiating policy changes ensuring that the client receives the best price. Include a discussion of how Respondent would evaluate the success of any pricing.

Respondent shall demonstrate the Respondent's knowledge of state or local political, economic, legal, or other issues that may affect PHA's risk management plan.

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X Disclosures and Financial Capacity.

Respondent shall describe whether its firm (or any firm previously affiliated with your firm) has ever undergone an investigation by an outside agency and describe the outcome of the investigation including ramifications to its firm or Respondent's client. Respondent shall describe whether its firm has ever lost an account due to concerns of improper billing practices, accusations or clients concerns of fraud as defined by applicable Federal or State Authorities. Respondent shall describe, in detail, whether its firm has ever lost an account due to breach of contract or incurred any unfavorable contractual outcomes (to include any terminations, etc.). Respondent shall state whether its firm, or any principal, director or officer thereof, is now or has in the last 3 years been a defendant in any litigation involving a sum of \$100,000 or more, the subject of any professional disciplinary action, and/or is or has been the subject of any investigation, provide a description of the litigation, investigation or disciplinary action.

Respondent shall provide information that supports the financial integrity and viability of the firm to absorb the proposed work and continue its other operations without undue delay or adverse effect on either.

XI Fees. (Do not include fees under this tab they are part of Exhibit "F" and are to be included in the "Original" response only.)

Respondent shall provide a detailed flat fee schedule for services related to the Scope of Services identified in this RFP and identify and list all special services and identify charges with each of these.

Information contained within Sections A-D shall all be included as Tab 4 of the Proposal.

- C.5 Tab 5, 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.**

This information shall be included as Tab 5 of the Proposal.

- C.6 Tab 6, 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.

This information shall be included as Tab 6 of the Proposal.

C.7 Tab 7, 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. PHA will provide a listing of qualified Section 3 Businesses upon request. **FAILURE TO PROVIDE THE SECTION 3 PROGRAM GOOD FAITH EFFORT COMPLIANCE PLAN MAY CAUSE THE RESPONSE TO BE DISQUALIFIED AS NON-RESPONSIVE.**

This information shall be included as Tab 7 of the Proposal.

C.8 Tab 8, 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.

This information shall be included as Tab 8 of the Proposal.

End Section C

Section D Terms and Conditions

These Terms and Conditions shall be considered the minimum required terms of any Contract between the Successful Respondent and PHA. The Contractor must also be familiar with federal guidelines issued by HUD. These guidelines, together with any supplemental general conditions issued by HUD, outline requirements for the conduct of work and administrative requirements.

I. **GENERAL RESPONSIBILITIES:**

- A. Specifications.** The Proposer shall provide the Project in accordance with the Program Requirements which are included herein.
- B. Regulatory/Licensing.** The proposer 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 Proposer.
- C. Timesheets.** Proposer 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 Proposer is deemed unacceptable by PHA, Proposer shall immediately replace such personnel with a substitute acceptable to PHA.
- E. Uniforms/Badges:** Proposer shall provide uniforms and/or ID badges for all employees working on PHA's properties. No employee will be allowed on PHA's properties out of uniform and/or without an ID badge.
- F. Criminal history/Drug testing.** The proposer shall perform criminal history checks and drug screening tests on all employees performing work and if requested provide summaries of the results to PHA. Prospective employees whose criminal history checks disclose 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 Proposer.
- G. Work on PHA Property:** The Proposer shall take all necessary precautions to prevent the occurrence of any injury to persons or property during the progress of such work and shall immediately return said property to a condition equal to or better than the existing condition prior to the commencement of work at the site at no cost to PHA.

Continued next page

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

I. Independent Contractor: The Proposer 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. **Contractor is required to prepare and submit monthly reports on Section 3.** Proposer 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. Proposers 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 PHA. Also, any substitution of subcontractors must be approved in writing by PHA prior to their engagement. All requirements for the “Prime” Proposer shall also apply to any and all subcontractors. It is the Proposers’ responsibility to insure the compliance by the subcontractors. Regardless of subcontracting, the Contractor remains liable to PHA for the performance under the contract. The Proposer shall assure that its subcontractors comply with all applicable HUD regulations and PHA requirements including but not limited to Section 3 requirements, insurance, Davis Bacon wage requirements and reporting, permitting, code compliance, and licensure.

IV. LIMITATION/INDEMNIFICATION/INSURANCE

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

B. Indemnification. The Proposer shall indemnify and hold harmless PHA 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 Proposer, 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 Proposer, any subcontractor, or any employee, agent or representative of the Proposer or any subcontractor. **PROPOSER ACKNOWLEDGES AND AGREES THAT THIS INDEMNITY CONTROLS OVER ALL OTHER PROVISIONS IN THE AGREEMENT, SURVIVES TERMINATION OF THIS AGREEMENT.**

For clarification purposes, Proposer shall indemnify and hold harmless PHA, 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 Proposer*, its employees, sub-subcontractors, suppliers, manufacturers, or other persons or entities for whose acts Proposer may be liable.

C. PHA Actions. It is agreed by and between the parties hereto that in no event shall any official, officer, employee, or agent of PHA 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 Proposer 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 PHA's discretion in writing prior to default under the contract.

VI. WARRANTY: The Respondent represents and warrants to the Customer that the Respondent will perform the Services with reasonable care and skill and in accordance with best commercial practices and standards in the industry for similar services.

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. Proposer(s) must submit a separate invoice for each purchase order issued by PHA unless prior approval is obtained from PHA. To insure prompt and timely payment of invoices, and unless utilizing a progress payment schedule, invoices shall be sent electronically to the following address:

ana.reyes@pharrha.org

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

Pharr Housing Authority
Accounts Payable
104 W Polk Ave
Pharr, TX 78577

- B. Progress Payments.** If applicable, PHA may make progress payments approximately every 30 days as the work proceeds if work meets owner's standards, as approved by the Contracting Officer. PHA 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, Proposer shall complete a form for direct deposit to process all payments electronically to insure prompt and efficient payment of all invoices.
- D. Timely Invoices:** Contractor shall invoice PHA within 60 days after the delivery of the goods or service. If contractor fails to invoice within 60 days PHA reserves the right to not pay the invoice.

VIII. Laws and Regulations

- A. General.** PHA is a governmental entity as that term is defined in the procurement statutes. PHA and this RFP and all resulting contracts are subject to federal, state and local laws, rules, regulations and policies relating to procurement as applicable.

Proposer shall comply with all local, state and federal laws concerning safety (OSHA) and environmental control (EPA and Hidalgo County Pollution Regulations) and any other enacted ordinance, code, law or regulation. Proposer shall be responsible for all costs incurred for compliance with any such possible ordinance, code, law or regulation. No time extensions shall be granted or financial consideration given to the Proposer for time or monies lost due to violations of any such ordinance, code, law or regulations that may occur.

- B. Specific.** Proposers 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.)

Continued next page

- 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 Proposer, PHA reserves the right to seek monetary restitution (to include but not limited to withholding of monies owed) from the Proposer to cover costs for interim services and/or cover the difference of a higher cost (difference between terminated Proposer's rate and new company's rate) beginning the date of Proposer'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. PHA may terminate any and all contracts for default at any time in whole or in part, if the Proposer 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 PHA, fails to correct such failures within seven (7) days or such other period as PHA may authorize or require.
 - c. Failure to Fund.** PHA 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, PHA may terminate any and all contracts resulting from this RFP in whole or part upon thirty days prior notice to the Proposer when it is determined to be in the best interest of PHA.
- B. Action Upon Termination.** Upon receipt of a notice of termination issued from PHA, the Proposer shall immediately cease all activities under any contract resulting from this RFP, unless expressly directed otherwise by PHA in the notice of termination.
- C. Remedies Cumulative.** The rights and remedies of PHA 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, PHA 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 Proposer shall transfer title and deliver to PHA any partially completed work products, deliverables, source and object code, or documentation that the Proposer 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 PHA may pursue compensatory and/or liquidated damages under the contract.

D. Examination and Retention of Proposer's Records: PHA, 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 Proposer'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 PHA 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 Proposer 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.

Continued next page

F. Force Majeure: Neither PHA nor Proposer shall be held responsible for delays or default caused by fire, flood, riot, acts of God or war where such cause was beyond, respectively, PHA or Proposer's reasonable control. Proposer 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. Communications:

1. **Form:** All claims, notices, demands, requests, instructions, approvals and proposals must be submitted in writing.
2. **Notice to Contractor:** Any Notices or Demands upon the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the signature page of the Contract or at such other office as he / she may from time to time designate in writing to PHA or deposited in the United States mail in a sealed, postage-prepaid envelope or if delivered with charges prepaid to any telegraph company for transmission and addressed to the office of the Contractor indicated on the signature page of the contract or such other address as may be subsequently specified in writing to PHA.
3. **Notice to PHA:** All notification papers required to be delivered to PHA or its designated representative shall, unless otherwise specified in writing to the Contractor, be delivered to attn. Lazaro J. Guerra, 104 W Polk Ave Pharr, TX 78577; and any notice to or demand upon PHA shall be sufficiently given if so delivered or deposited in the United States mail in a sealed, postage-prepaid envelope or delivered with charges prepaid to any telegraph company for transmission to PHA at the above address or to such other address as PHA may subsequently specify in writing to the Contractor for such purpose.
4. **Receipt:** Any such notice shall be deemed to have been given as of the time of actual delivery; or in the case of mailing, when the same should have been received in due course after the date of surrender to the Post Office; or in the case of telegrams, at the time of actual receipt, as the case may be.

End Section D.

Exhibit A

SCOPE OF WORK- BROKER OF RECORD

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

PHA is seeking a Broker of Record to act as its broker to perform services related to the acquisition of competitive premium costs for comprehensive property and casualty coverage on all of its properties and operations including but not limited to workers' compensation, automobile fleet, property, liability, boiler and machinery, data identity recovery, practicing attorneys, Directors and Officers, excess umbrella, employment practices, fidelity, fiduciary, and flood.

PHA has over 486 units at approximately 5 properties and over 847 Housing Choice Vouchers throughout Pharr. PHA has approximately 22 employees of whom approximately 21 are full-time; PHA employees are eligible for Workers' Compensation benefits while under our employment. PHA has a fleet of approximately five (5) vehicles; they range from pick-up trucks to SUV. Interested and qualified brokers who have demonstrated their ability at comparable work with public entities are invited to submit proposals.

I. PART 1 - PROPERTY AND CASUALTY INSURANCE PLACEMENT:

1.1 Services under a Flat Fee shall cover the following types of insurance policies:

For a list of insurance needs, see Exhibit 1

During each fiscal year (July 1 to June 30), if new needs arise or new insurance products are developed, PHA may wish to explore purchasing insurance policies in addition to those identified in the above list; for example, PHA proceeds with a new development, acquisition, or retrofit. These should be included in the Flat Fee.

1.2 The following services shall be included for all insurance lines of business:

Proposers shall set forth in the "Flat Fee" section of the Fee Schedule their annual fee for performing the following services:

- A. Market insurance policies, including preparation of quality marketing submissions and development of coverage specifications.
- B. Select insurance markets and evaluate coverage quotations and provide PHA the most comprehensive and affordable options for consideration.
- C. Fully document marketing of insurance coverages, including declinations received from insurance carriers.

- D. Verify accuracy of each policy and negotiate policy changes, and provide electronic copies of policy reviews with each new or renewed policy. Service the existing insurance policies by reviewing coverage issues, issuing binders and certificates of insurance and requesting endorsements from carriers in a timely manner.
- E. Provide an annual retention analysis report and make recommendations to program or policy changes or adjustments where supported. Continuously work with PHA to explore and study viable and cost effective self-insurance programs. Prepare an annual report including a schedule of policies in force, coverage provisions, premiums, and insurance claims experience for the prior policy year and recommendations for possible adjustments to insurance coverage for the next policy year. The report should provide a summary of broker support services rendered during the prior year, with recommendations for broker services recommended for the subsequent year.
- F. Assess each insurance company's stability, solvency and service competency. Report on industry trends and immediately notify PHA of any positive or adverse developments.
- G. Provide annual analysis on incumbent workers' compensation fully insured program and make any supported recommendations for changes.
- H. Full understanding and priority of the Department of Housing and Urban Development regulations for all transactions and placement of insurance.
- I. Provide research and prompt response to insurance and risk management questions from the Risk Management Department regarding PHA contracts or new exposures.
- J. Respond to PHA communications or inquiries the same business day in general; if not practicable, response should be within twenty-four hours.
- K. Key personnel available between 8:00 a.m. and 5:00 p.m. Central Standard Time
- L. Meet or exceed the PHA's time expectations and renewal calendar. Property and Liability renewals occur on July 1 annually.
- M. Coordinate, attend, and participate in carrier loss control surveys and underwriter visits.
- N. Make educational presentations to PHA staff on requested risk and/or benefits related topics.
- O. Attend meetings as directed.
- P. Evaluate existing PHA insurance policies coverage including inter-related coverage of various policies and make recommendations for streamlining coverage and policy administration and appropriate levels of self-insuring and risk retention.
- Q. Represent PHA in all negotiations with carriers on all issues including those related to premiums, coverage, and claims.
- R. Schedule quarterly meetings with PHA representatives to discuss loss control issues, exposure changes and general administrative matters pertaining to the Authority's insurance programs.
- S. Assist PHA in developing insurance requirements for the various contracts (design, construction, and service) and in reviewing insurance policies, contracts, leases and bonds as requested by PHA.
- T. Assist the Risk Department in the audit of Workers' Compensation classification coding.

- U. Provide routine and verbal consulting advice on safety and loss control matters as they relate to PHA's risk management program.
- V. Provide access to and consulting advice regarding the potential for utilizing new and emerging risk financing programs.
- W. Provide local contact names for each line of business; PHA desires local representation for each line of business where possible.
- X. Perform any additional work not specifically enumerated here related to accomplishing the Scope of Work.
- Y. If the incumbent Broker of Record is not selected, they will streamline and transition existing contracted work to the selected proposer to a practical conclusion.

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

1.4 Time Expectations and Renewal Calendar for Property and Casualty Broker:

- A. Respond to phone calls and emails within 1 business day, at a minimum.
- B. Submit insurance policies within 30 days of binding.
- C. PHA will set a renewal calendar with the Broker's advice. The Proposer must provide proposed milestones and method of approach.

Continued next page

Exhibit 1

Insurance line needs

- Property and Casualty
 - Cali Carranza Sunset Village apartments located at 800 W. Egly, Pharr, TX is a privately owned mixed finance development of 100 units of which 40 are public housing units and 60 are mixed finance units. Units replaced the previously demolished Villa De La Esperanza units. The 10.5 acres site is owned by the Housing Authority and leased to a partnership.
 - Las Canteras Apartments located at 415 Thomas Rd., Pharr, TX is a privately owned mixed finance development of 100 units of which 40 are public housing units and 60 are mixed finance units. The 7.5 acre site is owned by the Housing Authority and leased to a partnership.
 - Parkview Village apartments located on 211 W. Audrey in Pharr, TX is a privately owned mixed finance development of 100 units of which 30 are Public Housing units and 64 are mixed finance units. The 7.8 acres site is owned by the Housing Authority and leased to a partnership.
 - Mesquite Terrace located at 421 E. Thomas Road. Pharr, TX is a privately owned mixed finance development of 106 elderly/handicap units for residents 55 years or older of which 20 are public housing units and 85 are project based units. Units replaced the previously demolished Villa De La Esperanza units. The 7.5 acre site is owned by the Housing Authority and leased to a partnership.
 - Sunset Terrace Senior Village is located at the intersection of W. Egly and Flag Street in Pharr, TX. The development received 4.4 million in grant funding from the Hurricane Dolly Disaster Recovery Grant. The development consists of an 80 unit multi-family residential community for residents 55 years and older of which 52 are project based units. The 3.25 acre site is owned by the Pharr Affordable Housing Corporation, a non-profit of the Pharr Housing Authority.

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 PHA within 10 days of contract signature:

Professional Liability	Required Limits
PHA and its affiliates must be named as a Certificate Holder. This is required for vendors who render observational services to PHA such as appraisers, inspectors, attorneys, engineers or consultants.	\$1,000,000
Business Automobile Liability	Required Limits
PHA and its affiliates must be named as an additional insured and as certificate holder. This is required for any vendor that will be using their vehicle to do work on PHA 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. ' Compensation is required for any vendor made up of more than two persons. <u>A Waiver of Subrogation in favor of PHA must be included in the Workers' Compensation policy.</u> PHA and its affiliates must be a Certificate Holder.	Statutory Employer's Liability is \$500,000
Commercial General Liability	Required Limits
required for any vendor who will be doing hands on work at PHA properties. PHA and its affiliates must be named as an Additional Insured and as the Certificate Holder.	\$1,000,000 per accident \$2,000,000 aggregate

ATTACHMENT B

HUD Forms and Other Required Forms

Note: Do Not Complete Form 1295 at this time.

*(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 PHA with the Certification prior to contract execution. A copy of the 1295 Form is included herein for information purposes only).*

FORM HUD-5369-B

<https://www.hud.gov/sites/documents/5369-B.PDF>

FORM HUD-5370-C

https://www.hud.gov/sites/documents/DOC_12587.PDF

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>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).</p> <p>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.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p> 	<p>Date Received</p> 	
<p>2 <input type="checkbox"/> 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.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <div style="text-align: center;"> <hr style="width: 50%; margin: 0 auto;"/> Name of Officer </div>		
<p>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.</p> <div style="margin-left: 40px;"> <p>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?</p> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <p>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?</p> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> </div>		
<p>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.</p> 		
<p>6 <input type="checkbox"/> 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).</p>		
<p>7</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 60%;"> <hr style="width: 80%; margin: 0;"/> Signature of vendor doing business with the governmental entity </div> <div style="width: 35%;"> <hr style="width: 80%; margin: 0;"/> Date </div> </div>		

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 11/30/2015

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 goods or services to be provided under the contract.

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

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

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

 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

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

 Signature of officer administering oath

 Printed name of officer administering oath

 Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

DISCLOSURE OF LOBBYING ACTIVITIES

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

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

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

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 organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

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

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

**Certification of Payments
to Influence Federal Transactions**U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

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)

Previous edition is obsolete

form HUD 50071 (01/14)
ref. Handbooks 7417.1, 7475.13, 7485.1, & 7485.3

ATTACHMENT C
Profile of Firm Form
Company Biography

PROFILE OF FIRM FORM (Page 1 of 2)

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

(2) Legal Name of Firm: _____

dba if applicable: _____

Telephone: _____ Fax: _____

Street Address, City, State, Zip: _____

(3) Identify Principals/Partners in Firm

NAME	TITLE	% OF OWNERSHIP

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

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

(5) Respondents' 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): _____%

(6) 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: _____

(7) SWMBE Certification Number: _____

Certification Agency: _____

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

(8) Federal Tax ID Number: _____

(9) City of Pharr Business License No.: _____

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

PROFILE OF FIRM FORM (Page 2 of 2)

- (11) Has your firm or any member of your firm been a party to litigation with a public entity? If yes, when, with whom and state the circumstances and any resolution.
- (12) Has your firm or any member of your firm ever sued or been sued by the Pharr Housing Authority or its affiliated entities? If yes, when and state the circumstances and any resolution of the lawsuit.
- (13) Has your firm or any member of your firm ever had a claim brought against because of breach of contract or nonperformance? If yes, when and state the circumstances and any resolution of the matter.
- (14) Debarred Statement: Has this firm, or any principal(s) ever been debarred from providing any services by the Federal Government, any state government, the State of Texas, or any local government agency within or without the State of Texas? Yes ☐ No

Initials_____

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

- (15) Disclosure Statement: Does this firm or any principals thereof have any current, past personal or professional relationship with any Commissioner or Officer of PHA? Yes ☐ No

Initials_____

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

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

Initials_____

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

Initials_____

Signature_____ Date_____ Printed Name_____ Company_____

Company Biography

Company Name: _____

Headquarters Location: _____

Field Office Locations: _____

Business Specialty or Focus: _____

Number of Full Time Staff: _____

Founding Date and Brief History: _____

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

Previous Housing Authority Experience: YES NO

List the Authorities: _____

ATTACHMENT D

Section 3 Guidelines and Forms

Section 3 Public Housing/Section 8 Certification Form	U.S. Department of Housing and Urban Development Office of Field Policy and Management	HUD FORM 4736 OMB Approval Number 2501-0041 (Exp. 04/30/2025)
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(In compliance with Section 3 of the HUD Act of 1968 and 24 CFR Part 75)

Public reporting for this collection of information is estimated to average 0.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information.

Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992 (Section 3), and 12 U.S.C. § 1701u ensure that employment and other economic opportunities generated by Federal financial assistance for housing and community development programs are, to the greatest extent feasible, directed toward low- and very low-income persons, particularly those who receive government assistance for housing. The regulations are found at 24 CFR Part 75. This collection of information is required in order to ensure that a worker can be certified as an eligible Section 3 worker as outlined in 24 C.F.R. § 75.31. The information will be used by the Department to ensure compliance with Section 3 of the HUD Act of 1968 employer certification requirements listed in 24 CFR § 75.31, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to Congress, and by recipients to ensure they are complying with their recordkeeping requirements found in the regulation, and as a self-monitoring tool.

Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to Anna P. Guido, Reports Management Officer, QDAM, Department of Housing and Urban Development, 451 7th Street, SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. XXXX-XXXX. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number. No assurances of confidentiality are provided for this information collection.

The purpose of this form is to comply with Section 3 of the HUD Act of 1968 certification requirements listed in 24 CFR § 75.31. This form should be completed by either a representative of a Public Housing Authority, the owner or property manager of project-based Section 8-assisted housing, or the administrator of tenant-based Section 8-assisted housing.

Please provide the worker's information below:

Printed Name of Worker: _____

Street Address (Not a PO Box) _____ Apt# _____ City _____ State _____ Zip _____

Phone #: _____ Email: _____

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct information and certifies that the worker identified above is a participant in a PHA or Section 8 assisted housing program. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §3729, 3802)

Housing Representative Signature

Date

[Section 3 Publications And Regulations | HUD.gov / U.S. Department of Housing and Urban Development \(HUD\)](#)

ATTACHMENT E

Proposal Checklist and Certification

PROPOSAL Checklist and Certification**(Attachment E)**

(This Form must be fully completed and placed under Tab No. 8 of the proposal submitted.)

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. Also, complete the Section 3 Statement and the Respondent's Statement as noted below:

X=ITEM INCLUDED	SUBMITTAL ITEMS
<input type="checkbox"/>	Tab 1 Form of Proposal
<input type="checkbox"/>	Tab 2 HUD and State Forms
<input type="checkbox"/>	Tab 3 Profile of Firm, Company Biography and Contractor List
<input type="checkbox"/>	Tab 4 Evaluation Criteria Responses
<input type="checkbox"/>	Tab 5 Section 3 Business Preference
<input type="checkbox"/>	Tab 6 Small/Minority/Disadvantaged/Veteran Business Enterprise Utilization Plan
<input type="checkbox"/>	Tab 7 Section 3 Good Faith Effort Compliance Plan
<input type="checkbox"/>	Tab 8 Proposal Checklist and Certification
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	

SECTION 3 STATEMENT

Are you claiming a Section 3 business preference? YES_or NO_. If "YES," pursuant to the documentation justifying such submitted under Tab No 8, which category are you claiming?

☐ Category I☐ Category II☐ Category III☐ Category IV

Respondent's Certification

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

1. He/she has full authority to bind Respondents and that no member of Respondent's organization is disbarred, suspended or otherwise prohibited from contracting with any federal, state or local agency,
2. Items for which Proposals were provided herein will be delivered as specified in the Proposal,
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. Respondents agrees that this proposal shall remain open and valid for at least a period of 90 days from the date of the Proposal Opening and that this Proposal shall constitute an offer, which, if accepted by PHA and subject to the terms and conditions of such acceptance, shall result in a contract between PHA and the undersigned Respondents,
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 Proposal,
6. Respondents, nor the firm, corporation, partnership, or institution represented by the Respondents, 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 Proposal made to any competitor or any other person engaged in such line of business,
7. Respondents has not received compensation for participation in the preparation of the specifications for this RFP,
8. Non-Collusive Affidavit: The undersigned party submitting this Proposal hereby certifies that such Proposal is genuine and not collusive and that said Respondents has not colluded, conspired, connived or agreed, directly or indirectly, with any Respondents or person, to put in a sham Proposal 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 Proposal price of affiant or of any other Respondents, to fix overhead, profit or cost element of said Proposal price, or that of any other Respondents or to secure any advantage against PHA or any person interested in the proposed contract; and that all statements in said Proposal 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.

Addendum #1_____Date_____

Addendum #2_____Date_____

Addendum #3_____Date_____

Addendum #4_____Date_____

Signature	Date
Printed Name	Company
E-mail address if available	
Phone	Fax

ATTACHMENT F

Form of Proposal

The Form of Proposal shall be the first document in the “ORIGINAL” proposal binder only and shall be printed on the Respondent’s Letterhead.

