

HOUSING AUTHORITY OF THE CITY OF ORANGE
516 Burton Avenue
Orange, Texas 77630
Phone: (409) 883-5882 or (409) 883-5883
Office Hours: 8:00A.M.-4:30P.M.

Request for Proposal

No. RFP-2018-15

INFORMATION TECHNOLOGY

OPENING DATE:	October 22, 2018
TO:	Prospective Bidders
REQUEST FOR PROPOSAL:	2018-015
SEPARATE SEALED PROPOSALS FOR:	INFORMATION TECHNOLOGY
LOCATION:	HACO Main Office Board Room 516 Burton Avenue Orange, Texas 77630
PROPOSALS WILL BE RECEIVED AT:	HACO Main Office Attn: Katie Swope Executive Administrative Assistant 516 Burton Avenue Orange, Texas 77630
CLOSING DATE:	November 19, 2018
CLOSING TIME:	2:00 P.M.

INTRODUCTION

The Housing Authority of the City of Orange (hereinafter, "HACO") is a public entity that was formed in 1940 to provide federally subsidized housing and housing assistance to low-income families, within the Orange County. The HACO is headed by an Executive Director (ED) and is governed by a five-person board of commissioners and is subject to the requirements of Title 24 of the Code of Federal Regulations (hereinafter, "CFR") and the HACO's procurement policy.

Currently, the HACO owns and/or manages: Multi-family apartment complexes totaling 84 units; and administrates a total of 868 Housing Choice Vouchers. The HACO currently has approximately 15 employees.

In keeping with its mandate to provide efficient and effective services, the HACO is now soliciting proposals from qualified, licensed and insured entities to provide the above noted services to the HACO. All proposals submitted in response to this solicitation must conform to all of the requirements and specifications outlined within this document and any designated attachments in its entirety.

RFP INFORMATION AT A GLANCE

HACO CONTACT PERSON

Cleveland Como
Phone: 409 883-5882, Ext. 316
FAX: 409 883-8014

HOW TO OBTAIN THE RFP DOCUMENTS:

Available on October 22, 2018, at
9:00 A.M.
Housing Authority of the City of Orange
516 Burton Avenue
Orange, Texas 77630

HOW TO OBTAIN THE RFP DOCUMENTS ON THE WEBSITE:

Access: www.orangeha.com
Click on the About Us / Business Opportunities

TYPE OF SERVICE

INFORMATION TECHNOLOGY

OPENING Date

October 22 ,2018

CLOSING DATE

November 19, 2018

1.0 HACO'S RESERVATION OF RIGHTS:

- 1.1** The HACO reserves the right 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 the HACO to be in its best interests.
- 1.2** The HACO reserves the right not to award a contract pursuant to this RFP.
- 1.3** The HACO reserves the right to terminate a contract awarded pursuant to this RFP, at any time for its convenience upon 10 days written notice to the successful proposer(s).
- 1.4** The HACO reserves the right to determine the days, hours and locations that the successful proposer(s) shall provide the services called for in this RFP.
- 1.5** The HACO reserves the right to retain all proposals submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving proposals without the written consent of the HACO Contracting Officer (CO).
- 1.6** The HACO reserves the right to negotiate the fees proposed by the proposer entity.
- 1.7** The HACO reserves the right to reject and not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services.
- 1.8** The HACO shall have no obligation to compensate any proposer for any costs incurred in responding to this RFP.
- 1.9** The HACO shall reserve the right to at any time during the RFP or contract process to prohibit any further participation by a proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein. By accessing the nahro.economicengine.com Internet System (hereinafter, the "noted Internet System" or the "System") and by downloading this document, each prospective proposer is thereby agreeing to abide by all terms and conditions listed within this document and within the noted Internet System, and further agrees that he/she will inform the CO in writing within 5 days of the discovery of any item listed herein or of any item that is issued thereafter by the HACO that he/she feels needs to be addressed. Failure to abide by this time frame shall relieve the HACO, but not the prospective proposer, of any responsibility pertaining to such issue.

2.0 Existing Housing Authority Software and computer system

- 2.1.1.1 **Infrastructure:** The HACO LAN is a wired CAT5e network, operating through a Linksys Business class gigabit switch. No wireless is being used at this time. Access to the LAN is protected by a Sonic SOHA Firewall as the gateway appliance. Bandwidth is provided through ATT DSL.
- 2.1.1.2 **Server:** The HACO domain is served by a HP Proliant Server running Windows Small Business Server 2012. All access is limited by Active Directory (AD) to authenticated users only. Network Shares, rights, and permissions are given at login via AD as well. Data is protected by Symantec Antivirus, and incoming email is filtered by a Symantec Endpoint Protection Spam Appliance
- 2.1.1.3 **Workstations:** All computers at this time are running Windows Window 7. Office varies based on the computer, but in most cases this is Office 2007. E-mail access is through Outlook connecting to Exchange. All computers have access to the Internet. Symantec Antivirus Client has been installed on all computers from the server. The Windows Local Firewall has been disabled via policy. Privacy statement and network use policy is stated at login prior to allowing access.
- 2.1.1.4 **Printers:** Printers are shared from the server, and printing is done via IP. All printers are available to all authenticated users.
- 2.1.1.5 **Disaster Recovery:** In the event of a power failure, a UPS provides power to the server, switch, DSL modem, PIX, and Barracuda to maintain power until the generator is brought online. Expectation of need is less than 5 minutes. Backups are done through Symantec Backup Exec. Tapes are rotated daily, and a tape is kept off site. All company related data is kept on the server, and backed up nightly. Network documentation is kept secured by Director, and a copy is maintained by NWS.
- 2.1.2 **Current Tennant-Accounting Software:** The HACO currently utilizes Lindsey software, which is a completely integrated software system that performs general ledger, tenant accounting, work order, purchasing (PO's), inventory and fixed asset function.
- 2.1.3 **Data Conversion:** A detailed description and timeline of data conversion is required. Proposers are required to take responsibility for complete and successful conversion.
- 2.1.4 **Interrelatedness of Tenant-accounting Software and Fee Accounting Services:** Tenant-accounting software must provide data and reports for fee accountant within industry standard parameters.
- 2.1.5 **Current Contractor:** The HACO's current contractor for these services is NSW, of Houston Texas who was retained in 12/2014

3.0 The Housing Authority looking for a **INFORMATION TECHNOLOGY COMPANY** to provide computer services, on HACO existing computer system. List above in 2.1.1.1 to 2.1.4 is the existing system.

1. Provider will maintain systems including all software, mainframe, desk computer, printer and keep the equipment in good work order.
2. Provider will make recommendations to HACO about the existing system.
3. Provider will assist in purchasing new software
4. Provider will assist in purchasing new computer and printers.

3.1 Proposal Submission: All proposals must be submitted and time-stamped received in the designated HACO office by no later than the submittal deadline stated herein (or within any ensuing addendum). A total of 1 original signature copy (marked "ORIGINAL") and 2 exact copies (each of the 3 separate proposal submittals shall have a cover and extending tabs) of the proposal submittal, shall be placed unfolded in a sealed package and addressed to:

Housing Authority of the City of Orange
Attention: Katie Swope
Executive Adim Ascendant
516 Burton Avenue
Orange, Texas 77630

The package exterior must clearly denote the above noted RFP number and must have the proposer's name and return address. Proposals received after the published deadline will not be accepted.

3.Submission Conditions: DO NOT FOLD OR MAKE ANY ADDITIONAL MARKS, NOTATIONS OR REQUIREMENTS ON THE DOCUMENTS TO BE SUBMITTED! Proposers are not allowed to change any requirements or forms contained herein, either by making or entering onto these documents or the documents submitted any revisions or additions; and if any such additional marks, notations or requirements are entered on any of the documents that are submitted to the HACO by the proposer, such may invalidate that proposal. If, after accepting such a proposal, the HACO decides that any such entry has not changed the intent of the proposal that the HACO intended to receive, the HACO may accept the proposal and the proposal shall be considered by the HACO as if those additional marks, notations or requirements were not entered on such. By accessing the noted Internet System, registering and downloading these documents, each prospective proposer that does so is thereby agreeing to confirm all notices that the HACO delivers to him/her as instructed, and by submitting a proposal, the proposer is thereby agreeing to abide by all terms and conditions published herein and by addendum pertaining to this RFP.

3.4.1 Submission Responsibilities: It shall be the responsibility of each proposer to be aware of and to abide by all dates, times, conditions, requirements and specifications set forth within all applicable documents issued by the HACO, including the RFP document, the documents listed within the following Section 3.7, and any addenda and required attachments submitted by the proposer. By virtue of completing, signing and submitting the completed documents, the proposer is stating his/her agreement to comply with the all conditions and requirements set forth within those documents. Written notice from the proposer not authorized in writing by the CO to exclude any of the HACO requirements

contained within the documents may cause that proposer to not be considered for award.

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

3.5.1 Addendums: All questions and requests for information must be addressed in writing to the CO. The CO will respond to all such inquiries in writing by addendum to all prospective proposers (i.e. firms or individuals that have obtained the RFP Documents). During the RFP solicitation process, the CO will NOT conduct any *ex parte* (a substantive conversation—"substantive" meaning, when decisions pertaining to the RFP are made—between the HACO and a prospective proposer when other prospective proposers are not present) conversations that may give one prospective proposer an advantage over other prospective proposers. This does not mean that prospective proposers may not call the CO—it simply means that, other than making replies to direct the prospective proposer where his/her answer has already been issued within the solicitation documents, the CO may not respond to the prospective proposer's inquiries but will direct him/her to submit such inquiry in writing so that the CO may more fairly respond to all prospective proposers in writing by addendum.

4.0 PROPOSAL EVALUATION:

4.1 Evaluation Factors: The following factors will be utilized by the HACO to evaluate each proposal submittal received; award of points for each listed factor will be based upon the documentation that the proposer submits within his/her proposal submittal:

[Table No. 7]

NO.	MAX POINT VALUE	FACTOR TYPE	FACTOR DESCRIPTION
1	35 points	Objective	The PROPOSED COSTS the proposer proposes to charge the HACO to complete the required work.
2	20 points	Subjective (Technical)	The proposer's DEMONSTRATED UNDERSTANDING of the REQUIREMENT ;
3	25 points	Subjective (Technical)	The APPROPRIATENESS of the TECHNICAL APPROACH (including labor categories, estimated hours and skill mix) and the QUALITY of the WORK PLAN and the proposed IT System .
4	5 points	Subjective (Technical)	The proposer's TECHNICAL CAPABILITIES (in terms of personnel, equipment and materials) and the MANAGEMENT PLAN (including staffing of key positions, method of assigning work and procedures for maintaining level of service, etc.).
5	10 points	Subjective (Technical)	The proposer's DEMONSTRATED EXPERIENCE in performing similar work and the proposer's DEMONSTRATED SUCCESSFUL PAST PERFORMANCE (including meeting costs, schedules and performance requirements) of contract work substantially similar to that required by this solicitation as verified by reference checks or other means.
6	5 points	Subjective (Technical)	The OVERALL QUALITY AND PROFESSIONAL APPEARANCE OF THE PROPOSAL SUBMITTED , based upon the opinion of the evaluators.
	100 points	100 points	Total Points (other than preference points)

- 4.1.2 Preference Evaluation Factor:** The following factors will be utilized by the CO to evaluate each proposal submittal received:

[Table No. 7a]

NO.	MAX POINT VALUE	FACTOR TYPE	FACTOR DESCRIPTION
7		Objective	SECTION 3 BUSINESS PREFERENCE PARTICIPATION: A firm may qualify for Section 3 status as detailed within Attachment D (NOTE: A max of 5 points awarded).
7a	15 points		Priority I: As detailed on page 5 of Attachment D.
7b	12 points		Priority II: As detailed on page 5 of Attachment D.
7c	9 points		Priority III: As detailed on page 5 of Attachment D.
7d	6 points		Priority IV: As detailed on page 5 of Attachment D.
7e	3 points		Priority V/VI: As detailed on page 5 of Attachment D.
	15 points		Maximum Preference Points (Additional)
	115 points	Total Possible Points	

4.2 Evaluation Method:

- 4.2.1 Initial Evaluation for Responsiveness:** Each proposal received will first be evaluated for responsiveness (e.g., meets the minimum of the published requirements). The HACO reserves the right to reject any proposals deemed by the HACO not minimally responsive (the HACO will notify such firms in writing of any such rejection).
- 4.2.2 Evaluation Packet for Proposals Deemed Responsive:** Internally, an evaluation packet will be prepared for each evaluator, including the following documents:
- 4.2.2.1** Instructions to Evaluators;
 - 4.2.2.2** Proposal Tabulation Form;
 - 4.2.2.3** Written Narrative Justification Form for each proposer;
 - 4.2.2.4** Recap of each proposer's responsiveness;
 - 4.2.2.5** Copy of all pertinent RFP documents.
- 4.2.3 Evaluation Committee:** The HACO anticipates that it will select a minimum of a three-person committee to evaluate each of the responsive "hard copy" proposals submitted in response to this RFP. PLEASE NOTE: No proposer shall be informed at any time during or after the RFP process as to the identity of any evaluation committee member. If, by chance, a proposer does become aware of the identity of such person(s), he/she SHALL NOT make any attempt to contact or discuss with such person anything related to this RFP. As detailed within Section 3.5 of this document, the designated CO is the only person at the HACO that the proposers shall contact pertaining to this RFP. Failure to abide by this requirement may (and most likely will) cause such proposer(s) to be eliminated from consideration for award.

- 4.2.4 Evaluation:** The CO will evaluate and award points pertaining to Evaluation Factors No. 1 and 7 (the “Objective” Factors). The appointed evaluation committee, independent of the CO or any other person at the HACO, shall evaluate the responsive proposals submitted and award points pertaining to Evaluation Factors No. 2, 3, 4, 5 and 6 (the “Subjective” Factors). Upon final completion of the proposal evaluation process, the evaluation committee will forward the completed evaluations to the CO.
- 4.2.5 Potential “Competitive Range” or “Best and Finals” Negotiations:** The HACO reserves the right to, as detailed within Section 7.2.N through Section 7.2.R of HUD Procurement Handbook 7460.8 REV 2, conduct a “Best and Finals” Negotiation, which may include oral interviews, with all firms deemed to be in the competitive range. Any firm deemed not to be in the competitive range shall be notified of such in writing by the HACO in a timely manner as possible, but in any case within no longer than 5 days after the beginning of such negotiations with the firms deemed to be in the competitive range.
- 4.2.6 Determination of Top-ranked Proposer:** Typically, the subjective points awarded by the evaluation committee will be combined with the objective points awarded by the CO to determine the final rankings, which is typically forwarded by the CO to the ED for approval. If the evaluation was performed to the satisfaction of the ED, the final rankings may be forwarded to the Housing Authority Board of Commissioners (BOC) at a scheduled meeting for approval. Contract negotiations may, at the HACO's option, be conducted prior to or after the BOC approval.
- 4.2.6.1 Minimum Evaluation Results:** To be considered to receive an award a proposer must receive a total calculated average of at least 70 points (of the 115 total possible points detailed within Section 4.1 herein).
- 4.2.6.2 Ties:** In the case of a tie in points awarded, the award shall be decided as detailed within Section 6.12.C of HUD Procurement Handbook 7460.8 REV 2, by “drawing lots or other random means of selection.”
- 4.2.7 Notice of Results of Evaluation:** If an award is completed, all proposers will receive by e-mail a Notice of Results of Evaluation. Such notice shall inform all proposers of:
- 4.2.7.1** Which proposer received the award;
- 4.2.7.2** Where each proposer placed in the process as a result of the evaluation of the proposals received;
- 4.2.7.3** The cost or financial offers received from each proposer;
- 4.2.7.4** Each proposer’s right to a debriefing and to protest.
- 4.2.8 Restrictions:** All persons having familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a proposer entity will be excluded from participation on the HACO evaluation committee. Similarly, all persons having ownership interest in and/or contract with a proposer entity will be excluded from participation on the HACO evaluation committee.

5.0 CONTRACT AWARD:

5.1 Contract Award Procedure: If a contract is awarded pursuant to this RFP, the following detailed procedures will be followed:

5.1.1 By completing, executing and submitting the Form of Proposal, Attachment A, the “proposer is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by the HACO, either in hard copy or on the noted eProcurement System,” including the contract clauses already attached as Attachment G and G-1. Accordingly, the HACO has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses already published.

5.2 Contract Conditions: The following provisions are considered mandatory conditions of any contract award made by the HACO pursuant to this RFP:

5.2.1 Contract Form: The HACO will not execute a contract on the successful proposer's form--contracts will only be executed on the HACO form (please see Sample Contract, Attachments G and G-1), and by submitting a proposal the successful proposer agrees to do so (please note that the HACO reserves the right to amend this form as the HACO deems necessary). However, the HACO will during the RFP process (prior to the submittal deadline) consider any contract clauses that the proposer wishes to include therein and submits in writing a request for the HACO to do so; but the failure of the HACO to include such clauses does not give the successful proposer the right to refuse to execute the HACO's contract form. It is the responsibility of each prospective proposer to notify the HACO, in writing, prior to submitting a proposal, of any contract clause that he/she is not willing to include in the final executed contract and abide by. The HACO will consider and respond to such written correspondence, and if the prospective proposer is not willing to abide by the HACO's response (decision), then that prospective proposer shall be deemed ineligible to submit a proposal.

5.2.1.1 Please note that the HACO has no legal right or ability to (and will not) at any time negotiate any clauses contained within ANY of the HUD forms included as a part of this RFP.

5.2.2 Assignment of Personnel: The HACO shall retain the right to demand and receive a change in personnel assigned to the work if the HACO believes that such change is in the best interest of the HACO and the completion of the contracted work.

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

5.3 Contract Period: The HACO anticipates that it will initially award a contract for the period of 2 year with the option, at the HACO's discretion, of 3 additional one-year option periods, for a maximum total of 5 years.

- 5.4 Licensing and Insurance Requirements:** Prior to award (but not as a part of the proposal submission) the *successful proposer* will be required to provide:
- 5.4.1** An original certificate evidencing the proposer's current industrial (worker's compensation) insurance carrier and coverage amount;
 - 5.4.2** An original certificate evidencing General Liability coverage, naming the HACO as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the HACO as an additional insured under said policy (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$5,000,000, together with damage to premises and fire damage of \$50,000 and medical expenses any one person of \$5,000), with a deductible of not greater than \$1,000;
 - 5.4.3** An original certificate showing the proposer's professional liability and/or "errors and omissions" coverage (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$5,000,000), with a deductible of not greater than \$1,000;
 - 5.4.4** An original certificate showing the proposer's automobile insurance coverage in a combined single limit of \$1,000,000. For every vehicle utilized during the term of this program, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$50,000/\$100,000 and medical pay of \$5,000.
 - 5.4.5** A copy of the proposer's business license allowing that entity to provide such services within the [IDENTIFY THE APPROPRIATE JURISDICTION];
 - 5.4.6** If applicable, a copy of the proposer's license issued by the State of Texas licensing authority allowing the proposer to provide the services detailed herein.
 - 5.4.7** The requested related information shall also be entered where provided for on the Profile of Firm Form (DO NOT ATTACH SUBMIT COPIES WITHIN THE PROPOSAL SUBMITTAL--we will garner the necessary certificates from the successful proposer prior to contract execution).
- 5.5 Right To Negotiate Final Fees:** The HACO shall retain the right to negotiate the amount of fees that are paid to the successful proposer, meaning the fees proposed by the top-rated proposer may, at the HACO's options, be the basis for the beginning of negotiations. Such negotiations shall begin after the HACO has chosen a top-rated proposer. If such negotiations are not, in the opinion of the CO successfully concluded within 5 business days, the HACO shall retain the right to end such negotiations and begin negotiations with the next-rated proposer. The HACO shall also retain the right to negotiate with and make an award to more than one proposer, as long as such negotiation(s) and/or award(s) are addressed in the above manner (i.e. top-rated first, then next-rated following until a successful negotiation is reached).
- 5.6 Contract Service Standards:** All work performed pursuant to this RFP must conform and comply with all applicable local, state and federal codes, statutes, laws and regulations.

General Conditions for Non-Construction

U.S. Department of Housing and Urban Development Contracts

Development

Office of Public and Indian Housing

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

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

proposal submitted before final payment of the contract.

(d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the

1) **Non-construction contracts** (*without* maintenance) contract as changed.

greater than \$100,000 - use Section I;

(e) No services for which an additional cost or fee will be

2) **Maintenance contracts** (including nonroutine

maintenance), **greater than \$100,000 – use Sections I and II.**

(a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing
Section I - Clauses for All Non-Construction Contracts greater than \$100,000

1. Definitions

The following definitions are applicable to this contract:

(a) "Authority or Housing Authority (HA)" means the Housing Authority.

this contract, whether completed or in process.

(b) "Contract" means the contract entered into between the

(b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change

2. Changes

(d) If, after termination for failure to fulfill contract obligations

(a) The HA may at any time, by written order, and without (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be titled to payment as described in paragraph (b) above.

hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other

4. Examination and Retention of Contractor's Records

(a) The HA, HUD, or Comptroller General of the United States, affected terms, and shall modify the contract accordingly. or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to

Section I – (With or without Maintenance Work)

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/31/2017)

charged by the Contractor shall be furnished without the prior written consent of the HA.

maintenance as defined at 24 CFR 968.105) **greater than \$2,000 but not more than \$100,000 - use Section II;** and

3) **Maintenance contracts** (including nonroutine

3. Termination for Convenience and Default

before the effective date of the termination.

(c) If the termination is due to the failure of the Contractor to Order, or other modification.

fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner

(c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work and to the extent directed by the HA, any work as required under the contract.

described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may

(d) "Day" means calendar days, unless otherwise stated.

(e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

be, of amounts owed to the HA by the Contractor.

notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.

(e) Any disputes with regard to this clause are expressly made

(b) If any such change causes an increase or decrease in the subject to the terms of clause titled Disputes herein.

and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

(c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

Section I - Page 1 of 6
form **HUD-5370-C** (01/2014)

(b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

excludes purchase orders not exceeding \$10,000.

(c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:

(i) appeals under the clause titled Disputes;

(ii) litigation or settlement of claims arising from the

9. Assignment of Contract

performance of this contract; or,

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

(iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

5. Rights in Data (Ownership and Proprietary Interest)

10. Certificate and Release

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

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

6. Energy Efficiency

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

11. Organizational Conflicts of Interest

(a) The Contractor warrants that to the best of its knowledge

7. Disputes

and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:

(a) All disputes arising under or relating to this contract, *except for disputes arising under clauses contained in Section III, Labor Standards Provisions*, including any claims for damages for the alleged

breach there of which are not disposed of by agreement, shall be resolved under this

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

(ii) The Contractor's objectivity in performing the contract clause.

work may be impaired.

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

The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest

(b) All claims by the Contractor shall be made in writing and

submitted to the HA. A claim by the HA against the

Contractor shall be subject to a written decision by the HA.

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

of the HA.

(d) Provided the Contractor has (i) given the notice within the

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting

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

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

merits by a court of competent jurisdiction.

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

12. Inspection and Acceptance

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

8. Contract Termination; Debarment

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

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

product from the Contractor.

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

later date if extended by the HA.

"Officer or employee of an agency" includes the following

(c) Failure by the Contractor to proceed with reasonable individuals who are employed by an agency:

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

(i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;

(ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;

(iii) A special Government employee as defined in section

13. Interest of Members of Congress

202, title 18, U.S.C.; and,

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

(iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

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

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

expenditures specifically permitted by other Federal law.

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the

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

expenditures specifically permitted by other Federal law.

project, shall, during his or her tenure, or for one year

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency

consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such

thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

"Covered Federal Action" means any of the following person for 130 working days.

Federal actions:

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

(i) The awarding of any Federal contract;

(ii) The making of any Federal grant;

(iii) The making of any Federal loan;

(iv) The entering into of any cooperative agreement; and,

(v) The extension, continuation, renewal, amendment, or

(b) Prohibition.

modification of any Federal contract, grant, loan, or

(i) Section 1352 of title 31, U.S.C. provides in part that no cooperative agreement.

appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any

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

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

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

cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(ii) The prohibition does not apply as follows:

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

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

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

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of any covered Federal action:

clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or

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

(c) Requirements imposed by or pursuant to law capabilities; and,

as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award

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

documents.

(d) The following agency and legislative liaison activities are permitted where they are prior to

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this formal solicitation of any covered Federal action: section are permitted under this clause.

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in

initiation of a covered Federal action;

subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited

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

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

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of subsequent amendments.

sale, and service capabilities; and

(e) Only those activities expressly authorized by subdivision

(b)(ii)(1)(a) of this clause are

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products permitted under this clause.

or services for an agency's use.

(2) Professional and technical services.

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

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

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

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

(f) Cost Allowability. Nothing in this clause is to be interpreted receiving that Federal action.

to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

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

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16. Equal Employment Opportunity

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

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

(a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

17. Dissemination or Disclosure of Information

(b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training.

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

18. Contractor's Status

including apprenticeship.

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

(c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex,

19. Other Contractors

or national origin.

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

(e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(f) The Contractor shall comply with Executive Order 11246,

20. Liens

as amended, and the rules, regulations, and orders of the Secretary of Labor.

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

(g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such

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

(a) The work to be performed under this contract is subject to the rules, regulations, and orders.

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

(h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as HUD assistance for housing.

(b) The parties to this contract agree to comply with HUD's otherwise provided by law.

regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the

(i) The Contractor shall include the terms and conditions of Part 135 regulations.

this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the

(c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of

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

(d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

(e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

(f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

22. Procurement of Recovered Materials

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

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

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

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PROPOSAL FORM

Housing Authority of the City of Orange
Information Technical Service RFP-2018-015
516 Burton Avenue Orange Texas 77630
Due Date: Monday 19, 2018
By: 2:00 p.m.

Name of Bidder: _____
Address: _____

Telephone No.: _____

To: Housing Authority of City of Orange
516 Burton Avenue
Orange, Texas 77630

Attn.: Ms. Katie Swope

Proposal: _____

Labor cost:

Material cost:

Bid amount: Dollars (\$ _____)

BIDDERS PROPOSED M/WBE PARTITION FORM

Please list below the name of all firmly committed contractors and subcontractors that will work on the project, their M/WBE status, official recognized/self-certified M/WBE designation, the dollar amount and the percent of the total contract that will be performed by the entity.

Name of (sub) Contractor	MBE Status	MBE Certifications	Dollar Amount	Percent of Contract Amount
Name of (sub) Contractor	MBE Status	MBE Certifications	Dollar Amount	Percent of Contract Amount
Total WBE Dollar and Percentage				

Use additional pages, if necessary.

Name of Firm

Signature and Date

Proposal Evaluation:

Evolution Factor: The following factors will be utilized by HA to evaluate each proposal submittal received; award of points for each listed factor will be based upon the documentation that the proposer within his/her proposal submittal:

NO.	Max points Value	Factor Type	Factor Description
1	60 points	Objective	The proposed cost the proposer proposes to charge the HA provide the required work.
2	10 points	Subjective (Technical)	The proposer's demonstrated understanding of the requirement:
3	10 points	Subjective (Technical)	The appropriateness of the technical approach (including labor categories, estimated hours and skill mix) and quality of work plan:
4	5 points	Subjective (Technical)	The proposer's technical capabilities (in terms of personnel, equipment and materials) management plan (including staffing of key positions, method of assigning work and procedures for maintaining level of service, ect.).
5	10 points	Subjective (Technical)	The proposer's demonstrated experience in performing similar work and the proposer's demonstrated successful past performance (including meeting costs, schedules and performance requirements) of contract work substantially similar to that required by this solicitation as verified by reference checks or other means.
6	5 points	Subjective (Technical)	The overall Quality and professional appearance of the proposal submitted, based upon the opinion of the evaluators.
	100 points		Total points (other than preference points)

Housing Authority of the City of Orange

Conflict of Interest Questionnaire

The Housing Authority of the City of Orange is responsible for knowing what conflicts might exist and to manage, reduce, or eliminate those conflicts. The key to handling these potential conflicts is *full disclosure* of any potential conflict or the appearance of a conflict. It should be noted that we believe it appropriate to disclose any family members that may be supported by, employed by, a vendor of, or business associate of the Housing Authority of the City of Orange. Each Contractor will complete a conflict of interest disclosure form to inform the Housing Authority of the City of Orange of situations that pose or may give the appearance of conflict of interest.

If you have questions as to whether a conflict of interest exists, we encourage you to discuss this with Human Resources and/or disclose this information on the form.

I certify by signing below I acknowledge receipt of the Conflict of Interest questionnaire and that I have accurately completed this disclosure form to the best of my knowledge.

Please check the statement that pertains to your disclosure:

- ☐ I hereby report that to the best of my knowledge, information and belief, no situation in which I am involved personally or professionally could be construed as a violation of the Contractor Conflict of Interest Policy, or as placing me in a position of having a conflict of interest with the Housing Authority of the City of Orange.
- ☐ I hereby disclose the following circumstances that may constitute a conflict of interest, as described in the Contractor Conflict of Interest Policy above (please document all situations below that are or may be considered a conflict of Interest):

* I understand that it is my responsibility to contact the Housing Authority of the City of Orange's Contracting Officer to complete a Conflict of Interest and Disclosure form to notify the Housing Authority of the City of Orange of any changes and/or additions that may occur throughout the contract.

Contractor Name (*please print*)

Contractor Signature

Contractor Title

Date