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818 S. FLORES ST. SAN ANTONIO, TEXAS 78204 www.saha.org

Procurement Department

REQUEST FOR PROPOSALS

For

Housekeeping Services for Beacon Communities

For

**HOUSING AUTHORITY OF THE
CITY OF SAN ANTONIO, TEXAS
AND
AFFILIATED ENTITIES**

RFP#: 2008-952-56-5058

Prepared by:

Department of Procurement
of
The San Antonio Housing Authority
818 South Flores Street
San Antonio, Texas 78204

President and CEO David Nisivoccia

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Section A Background Information and Evaluation

Founded in 1937, the San Antonio Housing Authority (SAHA) has committed more than 80 years to building and maintaining affordable housing for the residents of San Antonio.

SAHA is one of 39 public housing authorities throughout the nation with the Moving-to-Work (MTW) designation, which provides agencies with the flexibility to design and test innovative approaches to enhance the agency's programs.

SAHA provides housing assistance to more than 65,000 children, adults and seniors through its Public Housing, Housing Choice Voucher and Mixed-Income housing programs. As a compassionate agency, we understand safe and quality affordable housing is the foundation to success, and we have the privilege of managing nearly 70 public housing communities, 46 mixed-income apartment complexes, known as Beacon Communities, and administering nearly 14,000 rental vouchers throughout San Antonio.

SAHA is one of the largest housing authorities in the state of Texas and has an existing team of experienced staff and consultants assembled to facilitate the redevelopment of its properties. SAHA is committed to **creating dynamic communities where people thrive** and spurs economic growth through the awarding of local contractors with housing development projects, obtaining real estate and administering rental subsidies with private property owners.

SAHA is managed by President and CEO David Nisivoccia with an innovative executive team and with the guidance of seven Board of Commissioners appointed by the Mayor of San Antonio. The SAHA Board of Commissioners, upon the advice of the President and CEO, approves all major policy and contractual decisions. The President and CEO is then charged with implementing these actions.

SAHA is a unit of government and its functions are essential governmental functions. The property of SAHA is used for essential public and governmental purposes and is exempt from all taxes, including sales tax on all its purchases of supplies and services.

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

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

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

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

I. Housekeeping Services for Beacon Communities

The Housing Authority of the City of San Antonio, Texas and its affiliated entities d/b/a San Antonio Housing Authority (“SAHA”) hereby invites proposals from independent Contractors to provide Housekeeping Services for Beacon Communities. This is needed to preserve the Beacon Community’s assets.

II. Timeline:

DATE ISSUED	August 25, 2020
NON-MANDATORY PRE-SUBMITTAL MEETING	Due to current meeting restrictions no pre-submittal is scheduled. <i>*Email questions are encouraged in lieu of attendance.</i>
LAST DATE FOR QUESTIONS	September 11, 2020
PROPOSAL DUE DATE	September 18, 2020 at 2:00 P.M. SAHA Procurement Dept. 818 S. Flores, San Antonio, TX 78204
ANTICIPATED APPROVAL BY THE BOARD	October/November 2020
SUBMITTAL REQUIREMENTS	Submit a total of five (5) copies, one (1) Original marked as “ORIGINAL” and 3 copies marked “COPY” and one copy of the “Original” on a CD or Thumb Drive. Only the “ORIGINAL”s will contain the Pricing.

SAHA 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 SAHA’s website and other websites.

III. Objectives:

- A. SAHA intends to execute a Contract with the successful offeror(s) who demonstrates they are experienced, licensed, and are considered to be the most qualified firm to provide housekeeping services for Beacon Communities. Services shall consist of performing various housekeeping duties to prepare vacant units for occupancy (the “Services”).

IV. Requirements:

The Respondent shall meet the following minimum requirements:

- The Contractor must be fully staffed and shall be responsible for providing the appropriate types and level of skills of personnel required to provide housekeeping services for Beacon Communities.

- The Contractor shall perform the Services on as needed basis throughout the term of the Contract.
- Contractor must be a company engaged in the business of providing housekeeping services for not less than the two most recent years. Recent start-up businesses do not meet the requirements of this solicitation. NOTE: A start-up business is defined as a new company that has no previous operational history or expertise in the relevant business and is not affiliated with a company that has that history or expertise. Two companies are affiliated if the companies have a common parent company or if one is the parent or subsidiary of the other

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).

B. Evaluation-Responsibility: SAHA 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. SAHA 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 SAHA. All proposals would be evaluated as to their overall value to SAHA.

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

D. Evaluation Criteria: The evaluation panel will use the following criteria to evaluate each proposal:

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

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No.	Points	Weighted Average	CRITERION DESCRIPTION
1	0-5	25%	Experience: Respondent's experience and qualifications beyond the Minimum Requirements that clearly demonstrate extensive experience performing housekeeping services for a scope of this size. Proven record of accomplishment in working for similar private and governmental entities, including housing authorities, non profits, and multifamily industry.
2	0-5	20%	Capacity and Staff Expertise: Respondent's capacity to support a contract of this size and scope. Demonstrated experience and competency of professional personnel who will be assigned to the contract by the Respondent including tenure with firm, length of time in the industry and type of experience.
3	0-5	20%	Quality Control and Safety Plan: Soundness and completeness of approach to quality control and oversight of relevant services provided in similar contracts of this size. Customer service program that clearly outlines processes used to monitor and enhance customer satisfaction, resolve customer complaints and ensure quality control. Comprehensive and complete Safety Plan that ensures safety of SAHA employees and Contractor forces.
4	0-5	5%	Strength of the S/W/MBE Plan
5	0-5	30%	Price proposal: Competitive fee structure offered which reflects fair and reasonable costs for performance of the services.
		100%	Total Points for Criteria

E. Competitive Range: Once a competitive range is established from the proposals submitted, SAHA reserves the right to require Respondents within the competitive range to make a presentation to the evaluation committee. Presentations, if requested, shall be a factor in the award recommendation.

VI. Minimum Qualifications: Respondents must meet the following criteria:

A. Type of Organization: Individuals, Firms or joint ventures of firms must meet the following minimum qualifications:

- Minimum of 2 years experience in housekeeping services of similar type and scope.
- Adequate staff to ensure that the services are satisfactorily completed.
- Minimum of 3 or more successful engagements for providing housekeeping services to other entities in the past 2 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	Lucio Tovar, Contract Specialist San Antonio Housing Authority 818 S. Flores San Antonio, TX 78204 Phone: (210) 477-6703 E-mail: lucio_tovar@saha.org
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The Request for Proposals can be obtained by calling 210-477-6059 or online at

www.saha.org

<https://ha.internationaleprocurement.com/>

<http://www.publicpurchase.com/gems/saha.tx/buyer/public/home>

All Addenda will be posted on SAHA's website www.saha.org, <https://ha.internationaleprocurement.com/> and www.publicpurchase.com. 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 SAHA 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, SAHA will not conduct any ex parte conversations which may give one prospective Contractor an advantage over other prospective Respondents.

- II. **Prohibitions:** Contact with members of the SAHA Board of Commissioners, or SAHA officers and employees other than the contact person listed herein, by any prospective Contractor, after publication of the RFP and prior to the execution of a contract with the successful Contractor(s) could result in disqualification of your proposal. In fairness to all prospective Contractor(s) during the RFP process, if SAHA 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 Contractor has a competitive advantage over another. This does not exclude meetings required to conduct business not related to the RFP, or possible personal presentations after written qualifications have been received and evaluated.

III. Non-Mandatory Pre-Proposal Conference: Due to the current restrictions on meetings a pre-submittal conference will not be held.

IV. SAHA'S Reservation of Rights:

SAHA 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 SAHA 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 SAHA.
- negotiate the fees proposed by all Respondents. If such negotiations are not, in the opinion of SAHA successfully concluded within a reasonable timeframe as determined by SAHA, SAHA 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 SAHA in writing within five (5) days of the discovery of any item that is issued thereafter by SAHA that he/she feels needs to be addressed. Failure to abide by this timeframe shall relieve SAHA, but not the prospective Respondents, of any responsibility pertaining to such an 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 SAHA'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 SAHA.
- 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.

V. Timely Submissions: Late submissions will not be accepted. Proposals received prior to the submittal deadline shall be securely kept, unopened, by SAHA. 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 SAHA 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 SAHA or any official or employee thereof, for the pre-opening of, or the failure to open a proposal not properly addressed and identified.

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

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

VIII. Responses: 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), and one (1) copy on a CD or USB/Thumb drive shall be placed unfolded in a sealed package with the Respondent's name and return address and addressed as follows:

{RFP # {Insert Number}}
{Insert Exact Title of RFP}
{Insert Month, day, year, Time of Bid Opening}
The San Antonio Housing Authority
Procurement Department
818 S. Flores
San Antonio, Texas 78204

The Respondents shall bind the proposal such that SAHA 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.

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

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

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

- If the forms furnished by SAHA 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.

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

- Evidence of collusion among prospective Respondents. Participants in such collusion will receive no recognition as Respondents or Respondents for any future work with SAHA 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 SAHA or with any other local, state or federal agency, judged from the standpoint of workmanship and progress.
- Incomplete work, which in the judgment of SAHA, 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 SAHA.
- Failure to list, if required, all team members, subcontractors (if subcontractors are allowed by SAHA) 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 SAHA.

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

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

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

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

XVI. Award: Submissions will be 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 SAHA after preferences for Section 3 business concerns are considered. The Selected Contractor will then enter into a development agreement with SAHA. SAHA reserves the right to issue a separate RFP for property management services.

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

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

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

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

XX. 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 SAHA and wishes SAHA to correct the alleged inequitable condition or situation.

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

- A.3 Procedure:** Any actual or prospective contractor may protest the solicitation or award of a contract for material violation of SAHA's procurement policy. Any protest against a SAHA solicitation must be received before the due date for receipt of Proposals or proposals and any protest against the award of a contract must be received within ten calendar days after the contract award or the protest will not be considered.

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

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

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.

C.1 Tab 1, References: The Respondent shall submit 3 former or current clients/projects within the past 5 years, preferably other than SAHA, for whom the Respondent has performed Housekeeping services similar to those being proposed herein. The list shall, at a minimum, include for each reference:

- C.1.1** The client's name and name of the contact
- C.1.2** The client's current telephone number and address
- C.1.3** Description of services provided to the client
- C.1.4** 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**** Only 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 SAHA.

This information shall be submitted in the form of Tab 2 to the Proposal.

C.3 Tab 3, Profile of Firm Form: The Profile of Firm Form is attached hereto as Attachment C to this RFP document and Respondent is required to describe its form of business (i.e., individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company). 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.

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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.

- A. Experience:** Respondents shall give a brief description of their company, including a brief history, corporate structure and organization, number of years in business. Respondent shall provide a detailed narrative describing the firm's credentials to deliver the required Housekeeping services including the firm's license information, number of years in business and/or service experience, Include awards or honors earned from industry organizations and publications. Respondent shall state the extent to which it has worked with other governmental entities, including housing authorities, and multifamily industry.
- B. Capacity:** Respondents shall list the firm's management, supervisory, and office support (accounting, invoicing, dispatch, inventory control) that will provide services and administrative support and indicate their capability to support a contract of this size and magnitude. Provide the resume's of the key back office personnel detailing their expertise in their respective roles.

While this solicitation specifically covers the housekeeping services, Respondent is encouraged to submit any information on all environmental products and services that are available to SAHA that Respondent currently performs in the normal course of business.

- C. Quality Control and Safety Plans:** Detailed plan that details processes used to monitor employees and subcontractor performance during the contract period. The plan should describe the method of scheduling services and procedures for maintaining superior quality control and oversight. The Respondent shall also provide a safety plan that outlines the processes which shall be used to protect SAHA facilities and property and provide a safe work environment for both SAHA employees and Contractor personnel. The safety plan must be up-dated annually and is subject to change.
- D. Price Proposal:** The Proposal (Attachment F) shall include the Respondent's fully burdened fee to perform all Services. This will be included in the "Original" response only. The fully burdened fee includes, without limitation, all of Respondent's costs, overhead, and profit for the complete performance of Services for this RFP.

This information shall be included as Tab 4 of the Proposal.

- C.5 Tab 5, Small/Minority/Woman/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. **FAILURE TO PROVIDE THE SWMBE PLAN MAY CAUSE THE RESPONSE TO BE DISQUALIFIED AS NON-RESPONSIVE.**

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

- C.6 Tab 6, 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 6 of the Proposal.

- C.7 Tab 7, Subcontractors:** Respondent shall identify its proposed subcontractors and provide a completed Profile of Firm form for each (Attachment C). Contractor must realize that the actual usage of the subcontractor will be contingent upon SAHA's prior written approval, and Contractor remains responsible to SAHA for any and all services and goods provided pursuant to this RFP and any resulting contract. If no subcontractors will not be utilized, please provide this statement, "NO SUBCONTRACTORS" "Contractor intends to perform all work detailed in this RFP".

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

End Section C.

Section D
Terms and Conditions

These Terms and Conditions shall be considered required terms of any Contract between the Successful Respondent and SAHA.

I. GENERAL RESPONSIBILITIES:

- A. Specifications.** The Contractor shall provide the Services in accordance with the Scope of Services which are stated in Attachment A).
- B. Regulatory/Licensing.** Contractor shall comply with all applicable federal, state and local laws, rules, regulations, ordinances and codes and obtain any licenses or permits required to provide the services. Obtaining licenses and permits shall be the sole responsibility of the Contractor.
- C. Timesheets.** Contractor shall keep accurate timesheets for all employees assigned to perform any project, task, or assignment in the Project.
- D. Unacceptable Employees:** If any employee of the Contractor is deemed unacceptable by SAHA, Contractor shall immediately replace such personnel with a substitute acceptable to SAHA.
- E. Uniforms/Badges:** Contractor shall provide uniforms and/or ID badges for all employees working on SAHA's properties. No employee will be allowed on SAHA's properties out of uniform and/or without an ID badge.
- F. Criminal History:** Contractor shall perform criminal history checks on all employees performing work on SAHA property and if requested provide summaries of the results to SAHA. Prospective employees whose criminal history checks discloses a misdemeanor or felony conviction involving crimes of moral turpitude or harm to persons or property shall not be used to perform work under this RFP or any resulting contract. Criminal history and drug screening checks will be completed at the sole expense of the Contractor.
- G. Drug Screening:** Respondent by submitting a response to this solicitation certifies that it is in compliance with the "Drug Free Workplace Act". Respondent agrees that if awarded a contract and upon a reasonable request by SAHA respondent will have tested immediately any employee suspected of being under the influence of drugs or alcohol and if positive remove them permanently from assignments on SAHA owned properties.

- H. Work on SAHA Property:** The Contractor shall take all necessary precautions to prevent the occurrence of any injury to persons or property during the progress of such work and shall immediately return said property to a condition equal to or better than the existing condition prior to the commencement of work at the site at no cost to SAHA.
- I. Wages.** Contractor shall pay all salaries and expenses of, and all Federal, Social Security taxes, Federal and State Unemployment taxes, and any similar taxes relating to its employees used in the performance of the contract. The Contractor further agrees to comply with all Federal, State and local wage and hour laws and all licensing laws applicable to its employees or other personnel furnished under the agreement.
- J. Independent Contractor:** The Contractor shall be considered an independent contractor. Nothing herein shall create any association, agency, partnership or joint venture between the parties hereto and neither shall have any authority to bind the other in any way.

II. SECTION 3 REQUIREMENTS. Not Applicable to this Procurement.

- 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 SAHA. Also, any substitution of subcontractors must be approved in writing by SAHA prior to their engagement. All requirements for the “Prime” Contractor shall also apply to any and all subcontractors. It is the Contractors’ responsibility to insure the compliance by the subcontractors. Regardless of subcontracting, the Contractor remains liable to SAHA for the performance under the contract. The Contractor shall assure that its subcontractors comply with all applicable HUD regulations and SAHA 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 SAHA be liable to the successful Respondents for any indirect, incidental, consequential or exemplary damages.
- B. Indemnification.** The Contractor shall indemnify and hold harmless SAHA and its officers, agents, representatives, and employees from and against all claims, losses, damages, actions, causes of action and/or expenses resulting from, brought for, or on account of any bodily injury or death of an employee of the Contractor, its agent, or its subcontractor of any tier received or sustained by any persons or property growing out of, occurring, or attributable to any work performed under or related to this Agreement, to the extent resulting in whole or in part from the negligent acts or omissions of the Contractor, any subcontractor, or any employee, agent or representative of the Contractor or any subcontractor. **Contractor**

ACKNOWLEDGES AND AGREES THAT THIS INDEMNITY CONTROLS OVER ALL OTHER PROVISIONS IN THE AGREEMENT, SURVIVES TERMINATION OF THIS AGREEMENT.

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

- V. SAHA Actions.** It is agreed by and between the parties hereto that in no event shall any official, officer, employee, or agent of SAHA 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. The Contractor agrees to execute the contract, and shall make no claim against SAHA because of estimates or statements made by any officer or agent of SAHA that may prove to be in any respect erroneous.
- VI. Insurance:** The Contractor shall maintain in full force and effect during the entire contract term insurance in the form and in amounts found in Exhibit I.
- VII. 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 of \$25.00 per day. However, the timeframe for performance may be adjusted at SAHA's discretion in writing prior to default under the contract.
- VIII. WARRANTY.**
- A. General 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.

Continued Next Page

IX. INVOICING:

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

Accounts_Payable@saha.org

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

San Antonio Housing Authority
Finance and Accounting
P.O. Box 830428
San Antonio, TX 78283-0428

B. Progress Payments. If applicable, SAHA may make payments which meet the owner's standards, as approved by the Contracting Officer. SAHA may, subject to written determination and approval of the Contracting Officer, make more frequent payments to contractors which are qualified small businesses in accordance with HUD documents.

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

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

X. Laws and Regulations

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

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

- Executive Order 11246
- Executive Order 11063
- Copeland “Anti-Kickback” Act (18 USC 874)
- Davis Bacon and Related Acts (40 USC 276a-276a-7)
- Clean Air & Water Acts (42 USC 1857(h); 33 USC 1368)
- Contract Work Hours & Safety Standards Act (40 USC 327-330)
- Energy Policy & Conservation Act (PL 94-163, 89 STAT 871)
- Civil Rights Act of 1964, Title VI (PL 88-352)
- Civil Rights Act of 1968, Title VIII (PL 90-284 Fair Housing Act)
- Age Discrimination Act of 1975
- Anti-Drug Abuse Act of 1988 (42 USC 11901 et. Seq.)
- HUD Information Bulletin 909-
- Immigration Reform & Control Act of 1986
- Fair Labor Standards Act (29 USC 201, et. Seq.)

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

XI. Termination.

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

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

Continued on Next Page

- b. **Termination For Cause:** As detailed within the attached HUD Forms. SAHA may terminate any and all contracts for default at any time in whole or in part, if the Contractor fails to perform any of the provisions of any contract, so fails to pursue the work as to endanger performance in accordance with the terms of the RFP or any resulting contracts, and after receipt of written notice from SAHA, fails to correct such failures within seven (7) days or such other period as SAHA may authorize or require.
 - c. **Failure to Fund.** SAHA 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:** At the sole discretion of the Contracting Officer, SAHA may terminate any and all contracts resulting from this RFP in whole or part upon thirty days prior notice to the Contractor when it is determined to be in the best interest of SAHA.
- B. Action Upon Termination.** Upon receipt of a notice of termination issued from SAHA, the Contractor shall immediately cease all activities under any contract resulting from this RFP, unless expressly directed otherwise by SAHA in the notice of termination.
- C. Remedies Cumulative.** The rights and remedies of SAHA 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, SAHA shall retain ownership of all work products including deliverables, source and object code, microcode, software licenses, and documentation in whatever form that may exist. In addition to any other provision, the Contractor shall transfer title and deliver to SAHA any partially completed work products, deliverables, source and object code, or documentation that the Contractor has produced or acquired in the performance of the contract.

XII. 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 SAHA may pursue compensatory and/or liquidated damages under the contract.

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

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

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

G. Proposed Fee:

G1. Base: All fees are all-inclusive of all related costs that a Respondent will incur to provide the noted services in compliance with this RFP, including, but not limited to: employee wages and benefits, clerical support, overhead, profit, licensing, insurance, materials, supplies, tools, equipment, long distance telephone calls, document copying and motor vehicle fuel unless otherwise specified in this RFP. Each fee proposed shall be fully "burdened" with profit and overhead costs.

- G2.** Additional: In addition this fee must include all costs to recruit, hire, supervise, and monitor staff, train personnel, establish and supervise all systems to keep property's books, records and accounts, management agent's overhead expenses to include and not limited to office space, supplies and equipment, bookkeeping expenses, bonds and insurance. In case of a discrepancy between a unit price and an extension, the unit price prevails.
- H. "Equal":** Catalogs, brand names or manufacturer's references where provided are descriptive only and indicate type and quality desired. Bids on brands of like nature and quality will be considered unless specified otherwise. If bidding other than the referenced manufacturer, brand or trade name, Bidder must provide a complete description of product offered, and illustrations and must be included in the bid submittal. Failure to include the above referenced data will require Contractor to furnish specified brand names, numbers, etc.
- I. Start of Work:** Start work date/time will be determined by the SAHA Property Manager and/or Contractor's Manager. Work should normally be completed the same day as started if possible.
- J. Safety:** Subject to prior approval by SAHA as to size, design, type and location, and to local regulations, the Contractor and his / her subcontractors shall erect Temporary Safety Signs for purposes of identification of housekeeping services to prevent accidents to residents. The Contractor shall furnish, erect, and maintain such signs as may be required by safety regulations and as necessary to safeguard life and property.
- K. Other Products and Services:** Should the awarded Vendor either now or in the future offer or provide other related products or services SAHA reserves the right to obtain a quote for those products or services from the Vendor and if SAHA deems the fees and the product or service fair and reasonable and of substantial benefit to SAHA the product or service may be purchased under the terms of this solicitation and its subsequent contract as though the product or service was included in the solicitation and contract, or SAHA may choose to procure through other methods.
- L. Tx. Gov. Code 2252.152:** Prohibits a government entity from awarding a contract to a company identified as Iran, Sudan, or a Foreign Terrorist Organization as identified on the lists maintained by the Texas Comptroller of Public Accounts.
- M. Boycott of Israel: Effective 9-1-17:** Texas Government Code chapter 2270 prohibits a governmental entity from doing business with any vendor for goods or services unless that vendor verifies in the contract that "they i) do not boycott Israel and ii) will not boycott Israel during the term of the contract".

End Section D

EXHIBIT I

Insurance Requirements

Contractor is required to have in place during the term of the contract the following minimum insurance requirements. Contractor will be required to provide an original Certificate of Insurance to SAHA within 10 days of contract signature:

Professional Liability	Required Limits
SAHA and its affiliates must be named as a Certificate Holder. This is required for vendors who render observational services to SAHA such as appraisers, inspectors, attorneys, engineers or consultants.	\$1,000,000 Not Required for this Contract
Business Automobile Liability	Required Limits
SAHA and its affiliates must be named as an additional insured and as the certificate holder. This is required for any vendor that will be using their vehicle to do work on SAHA properties.	\$500,000 combined Single limit, Per occurrence
Workers Compensation and Employer's Liability	Required Limits
Workers' Compensation coverage is Statutory and has no pre-set limits. Employer's Liability limit is \$500,000. Workers' Compensation is required for any vendor made up of more than two persons. <u>A Waiver of Subrogation in favor of SAHA must be included in the Workers' Compensation policy.</u> SAHA and its affiliates must be a Certificate Holder.	Statutory Employer's Liability is \$500,000
Commercial General Liability	Required Limits
This is required for any vendor who will be doing hands on work at SAHA properties. SAHA 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 A
Scope of Services

SCOPE OF SERVICES

Green Initiatives: The Contractor is encouraged to investigate and offer alternatives that would increase the “green” or environmental efficiency of the services. Such initiatives shall include use of “green” cleaning products.

Contractor shall practice acceptable safety precautions, follow industry safety standards, and use only industry approved safety equipment in the performance of all duties consistent with the Safety Plan. Contractor shall maintain at all times all equipment in proper and safe operating conditions in accordance with the manufacturer’s specifications. Contractor must be cognizant of safety at all times and take necessary safety precautions, so as to not cause harm to any persons or property while performing services under this RFP or any resulting contract. Contractor shall exercise extreme caution around pedestrians and parked cars.

Contractor must provide supervision and other items, at Contractor’s own expense, all equipment, labor, cleaning supplies, to include but not limited to bleach, chrome polish, oven cleaner, glass cleaner, floor stripper and wax, non-abrasive bathroom cleaners, tools, etc. necessary to perform all of the required services under this RFP and any resulting contract.

Contractor shall have work crews, qualified by training and experience, and licensed to perform the work required. Contractor shall have adequate staff to insure make ready units are completed to include punch list items as per the specifications of this RFP.

Contractor shall provide ID badges and/or uniforms for all employees working on Beacon properties. No employee will be allowed on SAHA’s properties without an ID badge and/or uniform. Contractor must submit to SAHA’s Procurement Department a sample of the ID badge prior to signing a contract if requested.

Contractor's personnel shall check in and out with Beacon staff at the site when performing any services on the site. Upon completion of the requested services, the Contractor shall provide to Beacon staff a signed job/work order ticket which shall include the following information at a minimum:

- Company/Contractor name;
- Printed name of the personnel performing the work;
- Date of service;
- Property name and Unit # worked on;
- Detailed description of any items found needing repair;
- Specific and total time spent on the job.

Contractor shall commence and end all services on the same day unless otherwise agreed to by Beacon staff.

Contractor shall use reasonable care to clearly mark all work areas that might reasonably be expected to endanger the health and safety of residents, guests, or any other persons. Contractor will provide at their own expense such signs, markers and barricades as required to identify all work areas and minimize inherent dangers.

Contractor shall inform SAHA Procurement within two (2) working days of any change in contact information, including but not limited to contact personnel, mailing address, physical address, phone numbers and email addresses.

Contractor & Personnel

Contract Manager: At the time of contract execution, Contractor shall provide name, email address, phone numbers and any cell phone numbers of contract manager and alternate. The Contractor shall provide a contract manager who shall be responsible for the performance of the services. The name of this person and an alternate, who shall act for the Contractor when the manager is absent, shall be designated in writing to the San Antonio Housing Authority's (SAHA) representative.

Quality Control Program: The Contractor shall establish and maintain a complete quality control plan to assure the requirements of this proposal are provided as specified.

Physical Security: Contractor shall be responsible for safeguarding all Beacon property provided for Contractor use. At the close of each workday, SAHA facilities, property and materials shall be inspected and secured. The Contractor shall establish and implement methods of ensuring that all keys issued to the Contractor by SAHA employees are not lost or misplaced and are not used by unauthorized persons. No keys issued to the Contractor by SAHA shall be duplicated. If the Contractor loses the keys to the lock, SAHA will replace the lock and bill the Contractor for the cost to replace the locks.

Conservation of Utilities: The Contractor shall instruct its employees to practice utility conservation in all Beacon facilities. The Contractor shall be responsible for operating under conditions, which preclude the waste of utilities, which shall include:

Lights shall be used only in areas where and when work is actually being performed.

Mechanical equipment controls for heating, ventilation, and air conditioning systems shall not be adjusted by the Contractor or by Contractor's employees.

Water faucets or valves shall be turned off after the required usage has been accomplished.

SAHA telephones shall not be used for personal reasons or for any toll or long distance calls.

Notification of Environmental Spills: If the Contractor spills or releases any substance marked as hazardous into the environment, the Contractor or its agent shall immediately report the incident to the Maintenance Operations Service Call Desk at 477-6800. The liability for the cleanup of spill or release of such substances rests solely with the Contractor and its agent.

Material Storage and Use: The Contractor shall follow manufacturer's guidelines and professional recommendations for control of humidity, temperature, cleanliness, and materials handling.

The Contractor shall record, and report promptly (within one hour) to the Beacon Property Manager responsible for that site all available facts relating to each instance of damage to SAHA property or injury to either Contractor or SAHA personnel. In the event of an accident/mishap, the Contractor shall take reasonable and prudent action to establish control of the accident/mishap scene to prevent further damage to persons or SAHA property.

Technical Definitions Specific to Housekeeping for Beacon Properties:

Appliances: Free standing refrigerators, free-standing and drop-in ranges, dishwashers, garbage disposals and microwaves.

Appliance Cleaning: The cleaning of an appliance to remove all food particles debris, stains, mold, mildew etc. This includes both the inside and exterior of appliances. Stoves/Ranges and Refrigerators must be pulled away from the wall and all areas shall be cleaned to include behind the appliances. Do not remove dishwashers. All appliances must be operational again when turning the unit back to Beacon.

Maintenance Allotted Time: One (1) calendar day to clean so that unit is ready for move in. Any additional days will be subject to approval by Beacon.

Maintenance Units: Beacon has a variety of Apts. located throughout the City of San Antonio. These units vary from efficiency apartments up to three bedroom apartments.

(Housekeeping) Start Date: The Contractor will be notified by the Property Staff of when a unit is ready for housekeeping after issuance of a purchase order. No work will commence without a purchase order number. Once the Contractor is notified, he/she is to start the housekeeping no later than the very next day and must complete the unit within one (1) calendar day. The services shall be performed during the hours of 7:00 am to 6:00 pm Monday through Friday unless specifically requested otherwise by the Beacon representative, to include working on Saturday, Sunday, and holidays and not deemed by SAHA to be disruptive to the normal operations of the organization. This time frame includes completing the punch list and final inspection.

Beacon does not pay service call fees, travel time, fuel surcharge, or trip charges. Fees charged will be based solely and consistent with the Contract Fee Sheet. Respond to purchase orders by showing up at the property to start housekeeping within the one day standard response time; which is the next day after notification of purchase order: and/or

Complete services within the one (1) calendar day standard completion period for units housekeeping services unless conditions beyond the control of the Contractor exist and mutual agreement with the Property Manager has been obtained.

Protection of Surfaces: The Contractor shall ensure all floor(s) floor coverings, vinyl/tile, carpeted areas, and items (e.g. windows, fans, lighting fixtures, floors, countertops, cabinets, sinks, bathtubs, etc) shall be completely protected by the Contractor cleaning operations. The Contractor is responsible for all items, equipment, carpet and/or flooring damaged by Contractor and shall correct such items at no additional cost to Beacon.

Services Acceptance: After the Property Staff has identified unsatisfactory or in-complete work not in accordance with the Scope of Services the Contractor will be notified by the Property Staff with a punch list of items to be corrected. The Contractor shall notify the Maintenance Supervisor when the unit is ready for inspection. Inspections shall be scheduled no later than 4:00 p.m. daily, in order to be accepted within the specified time allowed. Property Staff will walk the unit with the Contractor to verify that the items on the punch list have been completed no later than the very next day when notified by the Contractor that the unit is ready. Contractor shall not invoice Beacon until the punch list is completed and signed off by Property Staff. Acceptance by SAHA is required prior to payment. Acceptance is based on Contractor adhering to the Scope of Services and best industry standards.

Contractor shall supply all materials required to complete the housekeeping requirements.

Upon completion of the Services Contractor shall clean up the area where the services were performed and the Contractor shall remove any debris generated by the services from Beacon premises. At no time, will Contractor discard debris into any SAHA Refuse container. Trash outs are not part of this contract.

Basic Housekeeping work will consist of items listed below and signed checklist must be turned in along with job ticket:

CLEANING MAKE-READY CHECKLIST

Apt. # _____ Move-in Date _____ Assigned to: _____

KITCHEN

- _____ Stove/Oven
- _____ Vent-a-hood and grease screen
- _____ Refrigerator (Clean inside and out)(pull out and clean behind)
- _____ Dishwasher
- _____ Clean inside and outside of cabinets, drawers and pantry
- _____ Clean countertops
- _____ Clean sink and faucet

- _____ Clean light fixtures
- _____ Floors - sweep, mop, and, wax

BATHS

- _____ Remove decals from tub, walls, mirrors
- _____ Clean tub/shower and tile
- _____ Clean commode
- _____ Clean vanity sink, faucet and countertop
- _____ Clean inside and outside of cabinets, drawers and linen closet
- _____ Clean medicine cabinet and mirrors
- _____ Clean light fixture
- _____ Floors - sweep, mop, and, wax

GENERAL INTERIOR - Living Room, Dining Room and Bedrooms

- _____ Clean windows and patio doors inside and out (bottom floors)
- _____ Clean all light fixtures, ceiling fans, wash light globes, all wall receptacles and switch plates
- _____ A/C closet cleaned
- _____ Clean baseboards, ceilings, mini blinds, HVAC vents and tops of door facings
- _____ Vacuum carpet
- _____ Install blinds

GENERAL EXTERIOR

- _____ Sweep storage area and patio
- _____ Sweep entry/breezeway
- _____ Sweep cobwebs off exterior light fixtures, clean fixtures and wash light globes
- _____ Clean entry door

Special problems: _____

- _____ Lights and heater - A/C turned off (or set properly as required)
- _____ Apartment locked

Cleaning Technician: _____ Signature Date: _____

Svc Manager: _____ Approval Date: _____

A. CLEANING: This shall include the following items:

- Hazardous or regulated materials shall be contained in appropriate containers and disposed of in a proper and legal manner to an approved off site location. This Disposal is the sole responsibility of the Contractor.

- Range/Ovens: Contractor shall remove all loose or burned on food particles, grease and old dirt from accessible surfaces. Grease and particles shall be cleaned from walls, floors and under range. All loose parts such as drip pans, oven bottoms and broiler pans are removed and cleaned. Appliances shall be dried and pilots lit after cleaning.
- Contractor shall clean exhaust fans, vent-a-hoods and microwaves. These shall be free of grease.
- Contractor shall defrost, clean and dry the refrigerator. Ice trays are cleaned and dried. Door seals (particularly accordion folds) are cleaned. Drip pan is emptied and cleaned. Dust is removed from rear coils.
- Contractor shall remove dishwasher food particles, grease, and stains. All surfaces float and rubber seals are cleaned. Scum and hard water deposits on the interior bottom of the door and heating element are removed.
- Contractor shall clean garbage disposal rubber collar and disposal shall be free of debris.
- Contractor shall thoroughly clean the countertop and stains shall be removed.
- Contractor shall use non-abrasive cleaners to remove soap scum, mildew and calcium deposits from tub, commode, shower, sink and ceramic tile. Mirror, medicine cabinet, counter, vanity, exhaust fan, grill and all other surfaces shall be cleaned.
- Contractor shall clean light fixtures, Venetian blinds, shades, mini-blinds and these shall be free of fingerprints, marks and dust.
- Contractor shall clean cabinets, drawers and hinges that are free of debris.
- Contractor shall clean carports, storage rooms, patios, porches and walks. These shall be free of debris, dirt, cobwebs, etc. Excessive oil and grease must be removed from floor areas and all areas must be swept.
- Contractor shall clean all HVAC registers (supply/return) vents and these shall be free of rust, dust and debris.
- Contractor shall clean all heating units inside and out as well as the face panels.
- Contractor shall clean all exhaust fans and heating fans located in restrooms and these will be oiled.
- Contractor shall remove all debris from the work site on a daily basis, with exception of items removed and approved for re-use.

- The Contractor shall remove all equipment and debris from the exterior grounds and will not leave cleanup tools or any other equipment on any grass areas.
- Contractor shall be responsible for any damage to the property and shall take remedial action at his own expense to correct such issues.
- Contractor shall clean all floors, cabinets, fixtures etc. that require cleaning, leaving the apartment ready for occupancy.
- In accordance with the manufacturer's recommendations for tile floors, Contractor shall properly and thoroughly clean and ensure the tile floors are free from any old wax, dirt or stains. Contractor shall clean and wax the floor with a coat of non-buffing, non-yellowing clear wax, (e.g. Future Liquid or equal) leaving the apartment ready for occupancy.
- As applicable, Contractor shall apply to stained cabinets a light coat of furniture oil, (e.g. Old English) scratch coat or equal, and wipe down free of any heavy oil residue, prior to walk through inspection and acceptance between the Contractor and Beacon.
- Contractor shall thoroughly clean all plumbing fixtures, commodes, lavatories, bathtubs, including kitchen sinks, countertops, etc., and these shall be free of any stains. Chrome fixtures shall be free of any stains and receive a coat of chrome polish. Areas where acid is used for the cleaning of fixtures, Contractor shall ensure proper and timely neutralization of the acid to eliminate any permanent stains on chrome or other surfaces. All pipe escutcheons will be installed properly and free of paint. Any items damaged by Contractor shall be replaced at the Contractor's own expense.
- Contractor shall thoroughly clean all ceramic wall and floor tiles and these shall be free of any soap scum, mildew stains, or other grime. Wall tile shall have a smooth glossy appearance.
- Contractor shall thoroughly wash inside and out all apartment windows.
- Contractor shall clean exterior walls and these shall be free of graffiti. Contractor shall power wash the front and back porch area and sidewalk.
- Contractor shall clean all electrical and light switch cover plates and reinstall them after cleaning. Contractor shall also replace all broken or damaged cover plates.

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LISTING OF BEACON COMMUNITIES & UNIT SQ. FOOTAGES

Number	Property Name	Type	Sq. ft.	Number of Units	Total Sq. ft.
1	Bella Claire	1x1	623	27	16,821
		2x2	885	40	35,400
		Total			67
2	Burning Tree Apartments	1x1	579		579
		1x1	653		653
		1x1	698		698
		2x1	971		971
		Total			108
3	Castlepoint	Eff	496	24	11,904
		1x1	577	136	78,472
		2C	871	42	36,582
		2D	989	18	17,802
		Total			220
4	Churchill Estates	2x2	975	36	35,100
		2x2	1035	4	4,140
		Total			40
5	Claremont	3x2	1,100		1,100
		3x2	1,100		1,100
		3x2	1,100		1,100
		3x2	1,100		1,100
		Total			4
6	Converse Ranch Ph-1	1x1	556		556
		1x1	660		660
		2x1	865		865
		2x2	967		967
		3x2	1,130		1,130
		Total			124
7	Converse Ranch Ph-2	1x1	556		556
		1x1	660		660
		2x1	865		865
		2x2	967		967
		3x2	1,130		1,130
		Total			104

Number	Property Name	Type	Sq. ft.	Number of Units	Total Sq. ft.
8	Dietrich Rd	3x2	1056	12	13,728
		2x2	1025	18	16,380
	Total			30	30,108
9	Encanta Villa	2x2	1025	56	57,400
		Total			
10	Homestead	Eff	430	17	7,310
		1x1	630	70	44,100
		2x1	830	37	30,710
		2x2	860	9	7,740
		3x2	1,260	24	30,240
	Total			157	120,100
11	La Provencia	Eff	466	34	15,844
		1x1	559	32	17,888
		2x1	788	24	18,912
	Total			90	52,644
12	Legacy at Crown Meadows	1x1	588		588
		1x1	598		598
		2x1	871		871
		3x2	1,150		1,150
	Total			192	3,208
13	Monterrey Park	2x2	870	23	20,010
		2x2	867	30	26,010
		1x1	459	23	10,557
	Total			76	56,577
14	Pecan Hill	Eff	493	18	8,874
		1	572	78	44,616
		2	820	4	3,280
	Total			100	56,770
15	Reagan West	3x2	800	4	3200
		1x1	400	3	1200
		2x1	600	8	4800
	Total			15	9,200

Number	Property Name	Type	Sq. ft.	Number of Units	Total Sq. ft.
16	Sunshine Plaza	Eff	383	20	7,660
		1	545	80	43,600
	Total			100	51,260
17	Towering Oaks	1x1	536		536
		1x1	671		671
		1x1	774		774
		2x1	856		856
		2x2	1,058		1,058
		2x2	1,096		1,096
	Total			128	4,991
18	Villa De San Alfonso	1x1	540		540
		2x1	650		650
	Total			29	1,190
19	Villa de Valencia	1x1	767		767
		1x1	827		827
		2x1	905		905
		2x1	916		916
		2x2	970		970
	Total			104	4,385
20	Warren House	1x1	600	101	600
		1x1	600	102	600
		1x1	600	103	600
		1x1	600	201	600
		1x1	600	202	600
		1x1	600	203	600
		1x1	600	204	600
	Total			7	4,200
21	Rosemont at Highland Park			252	

Additions & Deletions: SAHA reserves the right to add or delete properties as necessary to its operations and to serve SAHA's best interest.

ATTACHMENT B

Conflict of Interest Questionnaire *Form 1295 Certificate of Interested Parties*

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

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

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

Yes No

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

Yes No

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

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

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

(2) the vendor:

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

(2) the date the vendor becomes aware:

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

OFFICE USE ONLY

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.

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
DO NOT COMPLETE AT THIS TIME. COMPLETED BY AWARDED VENDOR ONLY.			

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 _____, <i>if known</i> : Congressional District, if known:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, <i>if applicable</i> : _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

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

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

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

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

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

Certification of Payments to Influence Federal Transactions

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

Applicant Name

Program/Activity Receiving Federal Grant Funding

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

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

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

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

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

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title

Signature

Date (mm/dd/yyyy)

ATTACHMENT C
Profile of Firm Form
Company Biography
Subcontractor Listing

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

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

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

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

(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 San Antonio 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 San Antonio 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 SAHA? Yes No

Initials _____

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

(16) Verification Statement: The undersigned Offerer 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 SAHA discovers that any information entered herein is false, that shall entitle the SAHA 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: _____

Proposed Subcontractors

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

Proposed Subcontractors					
Item	Company Name	Address	Phone	Specialty	S/W/M/VBE
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
<p>I understand and agree that if awarded a contract as a result of this solicitation that the use of the above subcontractors is subject to the approval of SAHA and becomes a part of the contract. I further understand that any change in subcontractors also requires the pre-approval of SAHA.</p>			<p>_____</p> <p>(Signature)</p> <p>_____</p> <p>(Printed Name & Title)</p> <p>_____</p> <p>(Company Name)</p>		

ATTACHMENT D
Proposal Checklist and Certification

PROPOSAL Checklist and Certification

(Attachment D)

(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
_____	Tab 1 References
_____	Tab 2 HUD and State Forms
_____	Tab 3 Profile of Firm, Company Biography, and Subcontractors List
_____	Tab 4 Evaluation Criteria Response
_____	Tab 5 Small/Minority/Disadvantaged/Veteran Business Enterprise Utilization Plan
_____	Tab 6 Proposal Checklist and Certification
_____	Tab 7 Subcontractors

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 SAHA and subject to the terms and conditions of such acceptance, shall result in a contract between SAHA 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 SAHA 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.
11. **Non-Boycott of Israel:** SAHA may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that; (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract. (Texas Government Code chapter 2270) by accepting these General Conditions and any associated contract, the Contractor certifies that it does not Boycott Israel, and agrees that during the term of this contract will not Boycott Israel as that term is defined in the Texas Government Code Section 808.001, as amended.
12. **TX Gov. Code 2252.152:** Prohibits a government entity from awarding a contract to a company identified as Iran, Sudan, or a Foreign Terrorist Organization as identified on a list maintained by the Texas Comptroller of Public Accounts. By signature hereon bidder certifies that it is not affiliated in any manner with the businesses on this list.

ATTACHMENT E

Form of Proposal/Fees

Do Not include this form in the “COPIES”.
These shall be the first pages of the Original Proposal.
The Letter Portion should be placed on Respondent’s Letterhead.

San Antonio Housing Authority
818 S. Flores
San Antonio, Texas 78204

Attention: Lucio Tovar, Contract Specialist

RE: Housekeeping Services for Beacon Communities

RFP No. **2008-952-56-5058**

Gentlemen:

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

The undersigned hereby declares that the following list states any and all variations from and exceptions to the requirements of the request for proposals and that, otherwise, it is the intent of this Proposal that the Project will be performed in strict accordance with the subsequent Contract Documents.

(If no exceptions are taken, indicate so by entering "None").

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

The undersigned Respondent herein proposes to execute the Housekeeping Services for Beacon Communities for the pricing/fee structure attached as a separate page hereto:

If this Proposal is accepted, the undersigned Respondent agrees to start and to complete the Services in accordance with the schedule set forth in the subsequent Contract. It is understood that all services shall be complete and all reports shall be delivered as scheduled. The undersigned fully understands that the time of completion is of the essence of the Contract.

If written notice of the acceptance of this proposal is mailed, facsimiled, or delivered to the undersigned within one hundred eighty (180) days after the date of opening of proposals, or anytime thereafter before this proposal is withdrawn by the Respondent, the undersigned will,

within ten (10) days after the date of mailing, facsimiling, or delivering of such notice, execute and deliver a Contract in the form provided by SAHA, complete with acceptable Performance and Payment Bonds, if applicable.

Dated this _____ day of _____, 20_____.

Offeror _____

By _____

Title _____

ATTEST: _____

Business Address of Offeror _____

State of Incorporation _____

Address of Principal Office _____

Email: _____

Proposal Fee Sheet

The undersigned proposer hereby states that by completing and submitting this Form and all other documents within this submittal, he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and that if SAHA discovers that any information entered herein to be false, that shall entitle SAHA to not consider or make award or to cancel any award with the undersigned party. Further, by completing and submitting the submittal, and by entering the costs where provided, the undersigned is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by SAHA, in hard copy. Pursuant to all RFP Documents, all attachments, and all completed Documents submitted by proposer, including these forms, addendums, and all attachments, the undersigned proposes to supply SAHA with the services described herein for the fee(s) entered within the areas provided

Price items: The square feet rate must be fully burdened meaning it includes but is not necessarily limited to; wages, benefits, overhead, insurance, transportation, and profit.

Item	Unit of Measure	Cost per Sq. Ft.
Unit Per Service - Housekeeping	Square Feet	\$
Company:		

Addenda Acknowledgements

Addendum #1 _____ Date _____

Addendum #2 _____ Date _____

Addendum #3 _____ Date _____

Addendum #4 _____ Date _____

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

Cost Analysis

Please supply the information requested below as to how the fee on the proposal fee sheet was calculated.

Please provide your cost analysis for Housekeeping services for a 800 square foot apartment.

Labor	\$ _____
Material	\$ _____
Overhead	\$ _____
General & Administrative Expenses	\$ _____
PROFIT OR FEE	\$ _____