



**SAHA** | SAN ANTONIO  
HOUSING AUTHORITY  
Opportunity Lives Here

818 S. FLORES ST. SAN ANTONIO, TEXAS 78204 [www.saha.org](http://www.saha.org)

Procurement Department

---

# REQUEST FOR PROPOSALS

For

**Executive Recruiter Services**

For

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

**RFP#: 2002-961-30-5001**

Prepared by:

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

President and CEO ..... David Nisivoccia

## Table of Contents

<b>Section A - Background Information and Evaluation</b>	<b>3</b>
Timeline	4
Objectives	4
Evaluation Criteria	5
<b>Section B – Instruction to Respondents</b>	<b>7</b>
Point of Contact	7
SAHA Reservation of Rights	8
Disqualification of Respondents	11
Award and Right to Protest	12
<b>Section C – Information to be Submitted</b>	<b>14</b>
Tabs 1 through 8	14-15
<b>Section D – Terms and Conditions</b>	<b>16</b>
Subcontractors	17
Invoicing	18
Termination	20
<b>General Conditions</b>	<b>21</b>
Examination of Records	21
Force Majeure	22
<b>ATTACHMENTS</b>	
<b>Attachment A - Scope of Work</b>	
<b>Attachment B - HUD Forms, Conflict of Interest Questionnaire, Certificate of Interested Parties</b>	
<b>Attachment C - Profile of Firm, Company Biography, Proposed Subcontractors Listing</b>	
<b>Attachment D - Proposal Checklist and Certification</b>	
<b>Attachment E - Form of Proposal</b>	
<b>EXHIBITS</b>	
<b>Exhibit I - Insurance Requirements</b>	

## **Section A**

### **Background Information and Evaluation**

**I. Background Information:** The San Antonio Housing Authority d/b/a San Antonio Housing Authority (“SAHA”) is a public housing agency created by resolution of the City of San Antonio in 1938 pursuant to the Texas Housing Authorities Law (now Chapter 392 of the Texas Local Government Code) and federal law. 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 United States Department of Housing and Urban Development (HUD) to manage and operate its low rent public housing program and administers the Section 8 Housing Assistance Payments Programs. SAHA programs are federally funded along with development and modernization grants and rental income.

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

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 over 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 developers of affordable housing projects. The Finance Corporation was created pursuant to Chapter 394 of the Texas Local Government Code (the Texas Housing Finance Corporations Act). When used herein, “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 the low income individuals in the communities we serve. All contractors are required to recruit and hire low income individuals for new positions and provide training & educational opportunities to the greatest extent feasible for these individuals.

SAHA is governed by a Board of Commissioners and managed on a day-to-day basis by its President and CEO. 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.

**II. Executive Recruiter Opportunity:**

The Housing Authority of the City of San Antonio, Texas and its affiliated entities d/b/a San Antonio Housing Authority (“SAHA”) hereby invites qualified independent Contractors to submit proposals for Executive Recruiter Services. This service is needed to ensure the Agency attracts the most qualified personnel for executive and director/senior level positions. This service shall be provided on an “as needed” basis.

**III. Timeline:**

DATE ISSUED	February 13, 2020
NON-MANDATORY PRE-SUBMITTAL MEETING	February 21, 2020 at 10:00 A.M. SAHA Central Office, 818 S. Flores, San Antonio, TX 78204
LAST DATE FOR QUESTIONS	February 24, 2020
PROPOSAL DUE DATE	March 2, 2020 at 2:00 P.M. SAHA Procurement Dept. 818 S. Flores, San Antonio, TX 78204
ANTICIPATED APPROVAL BY THE BOARD	March/April 2020

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.

**IV. Objectives:**

- A. Award to an experienced, licensed, and qualified firm(s) to conduct director, senior and executive level job searches.
- B. To provide highly qualified and experienced candidates for hire.
- C. To ensure a high quality process of recruitment that provides SAHA with qualified pools of candidates to fill its positions.

**V. Requirements:**

- Recruitment of director/senior, and executive level staff, ex.: Department Director, Chief Financial Officer, Chief Administrative Officer, Chief Operation Officer, and President/CEO.
- The recruiter shall be available to perform work assigned on an individual engagement and as needed basis throughout the term of the contract.
- The number of recruitments would be dependent upon the number of positions that become vacant and where SAHA chooses not to utilize its normal recruitment process to fill.

**VI. 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 Respondent 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

1	0-5	30%	<b>Experience/Background:</b> Provide evidence of past performance and experience in director and executive level recruiting. List the number of years and various recruitments that reflect vendor's experience. Provide resumes and detail of the qualifications of person or persons that would be assigned to conduct searches for SAHA.
2	0-5	20%	<b>Technical Approach:</b> The Proposer's approach to providing the required services, including use of technology and social media to provide the required services.
3	0-5	25%	<b>Sample Recruiting Plan and Advertisements:</b> The proposer must submit a sample recruitment plan detailing their approach to the recruitment of Director(s)/Senior and Executive level candidates and sample recruitment publications and advertisements. If using an existing plan, the names of the clients and proprietary sources may be redacted. Provide an estimated timeline for completion of recruitments and final placement of candidates.
4	0-5	25%	<b>Fees:</b> Evaluated costs to SAHA.
		100%	<b>Total Points for Criteria</b>

**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.

**VII. Minimum Qualifications:** Respondents must meet the following criteria:

**A. Type of Organization:** Individuals, firms or joint ventures of firms with a demonstrated record of expertise in one or more of the following:

- Industry related certifications such as Association of Executive Search Consultants (AESC) or an equivalent.
- Minimum of 5 years experience as a management, director and executive level recruiter.
- Proven record of accomplishment finding and placing highly qualified, experienced personnel.
- Minimum of 5 or more successful recruitments in the past 2 years.

Remainder of this page left blank intentionally

**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	Steven Morando, Director of Procurement San Antonio Housing Authority 818 S. Flores San Antonio, TX 78204 Phone: (210) 477-6171 E-mail: <a href="mailto:steven_morando@saha.org">steven_morando@saha.org</a>
------------------	---

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

[www.saha.org](http://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](http://www.saha.org), <https://ha.internationaleprocurement.com/> and [www.publicpurchase.com](http://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 proposer 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 Proposer, after publication of the RFP and prior to the execution of a contract with the successful proposer(s) could result in disqualification of your proposal. In fairness to all prospective proposer(s) during the RFP process, if 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 Proposer has a competitive advantage over another. This does not exclude meetings required to conduct business not related to the RFP, or possible personal presentations after written qualifications have been received and evaluated.

**III. Non-Mandatory Pre-Proposal Conference:** A pre-proposal conference will be held at SAHA Central Office, located at 818 South Flores, San Antonio, Texas 78204 as indicated herein. The purpose of this conference is to assist Respondents in understanding the RFP documents and required submittal documents. At this conference, SAHA will conduct an overview of the RFP documents, including attachments. Any questions must be submitted in writing (e-mail is acceptable) to the contact person listed herein and will be answered in an addendum.

**IV. 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 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 submission.

**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) 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 submission.
  - 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 Proposer will then enter into a professional services agreement with SAHA.

**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.

**B.** SAHA intends to award this contract to one or more firms. Recruitments will be assigned individually to the awarded firm(s) at which time the assigned firm will have exclusivity to successfully complete the project.

**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 Proposer 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 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

Remainder of this page left blank intentionally

## **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, Profile of Firm and Company Biography:**

Respondents will be required to complete and return these forms as indicated and place them under this tab.

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

**C.2 Tab 2, References**

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

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

**C.3 Tab 3, Qualifications**

- a. Respondent's Proposal shall contain a description of the Respondent's firm/team including the resumes of the individual(s)/team that will be assigned to conduct the recruitments for SAHA.
- b. Experience in Director and Executive level recruiting: Respondents should describe their previous experience Recruiting candidates with public (governmental) entities and in particular, any experience with recruiting for Public Housing Authorities.
- c. Provide copies of current licenses and certifications, if applicable.
- d. Evidence of being current on State of Texas Franchise taxes, if applicable.
- e. Current financials or copies of the interim financial statements showing income, expenses, reserves, and cash flow, which can substantiate the firm's ability to perform without pre-payments from SAHA. In addition, any details which describe the financial strength of the Respondent may be provided, including but not limited to: details of any material events that may affect the entity's financial standing such as: details of any credit rating, details of any bankruptcy, insolvency, company creditor arrangement or other insolvency litigation in the last three fiscal years.

- f. **Sample Recruitment Plan.** Provide a sample recruitment plan detailing their approach to the recruitment of Director(s)/Senior, Executive level, and President and CEO candidates and sample recruitment publications and advertisements. This may be a stock plan or an actual plan. Actual plans may be edited/redacted to exclude names of clients and proprietary sources, if required for confidentiality.
- g. **Litigation.** Documentation addressing whether the Respondent, or any participating member of the team, has been involved in any litigation or legal dispute against the State of Texas or any agency, department, authority or subdivision of the State or any litigation or legal dispute regarding a financial audit or tax preparation during the past five years.
- h. Any additional documentation or information evidencing the strength of the Respondent and its ability to complete the assigned tasks.

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

**C.4 Tab 4, HUD Forms, Conflict of Interest Questionnaire and Form 1295:** These Forms are attached hereto as Attachment D to this RFP document and must be fully completed, except as noted, executed where provided thereon, and submitted under this tab as a part of the proposal submittal. The successful Respondent shall be required to submit a Form 1295 to the Texas Ethics Commission in compliance with Government Code 2252.908 and a copy of the submission along with the Certification prior to execution of the contract with SAHA.

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

**C.5 Tab 5, 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 5 of the Proposal.**

**Remainder of this page left blank intentionally**

## **Section D Terms and Conditions**

These Terms and Conditions shall be considered required terms of any Contract between the Successful Respondent and SAHA. The Proposer must also be familiar with federal guidelines issued by HUD known as the "General Conditions for Non-Construction Contracts" (see form HUD 5370 C1). These guidelines, together with any supplemental general conditions issued by HUD, outline requirements for the conduct of work and administrative requirements.

### **I. GENERAL RESPONSIBILITIES:**

- A. Specifications.** The Proposer shall provide the Project in accordance with the Specifications which are stated in Section A. IV above.
- B. Regulatory/Licensing.** Proposer shall comply with all applicable federal, state and local laws, rules, regulations, ordinances and codes and obtain any licenses or permits required to provide the services. Obtaining licenses and permits shall be the sole responsibility of the Proposer.
- C. Timesheets.** Proposer shall keep accurate timesheets for all employees assigned to perform any project, task, or assignment in the Project.
- D. Unacceptable Employees:** If any employee of the Proposer is deemed unacceptable by SAHA, Proposer shall immediately replace such personnel with a substitute acceptable to SAHA.
- E. Uniforms/Badges:** Proposer 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/Drug testing.** Proposer shall perform criminal history checks and drug screening tests on all employees performing work 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 Proposer.
- G. Work on SAHA Property:** The Proposer shall take all necessary precautions to prevent the occurrence of any injury to persons or property during the progress of such work and shall immediately return said property to a condition equal to or better than the existing condition prior to the commencement of work at the site at no cost to SAHA.



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

**I. Independent Contractor:** The Proposer shall be considered an independent contractor. Nothing herein shall create any association, agency, partnership or joint venture between the parties hereto and neither shall have any authority to bind the other in any way.

**II. SECTION 3 REQUIREMENTS. Not Applicable**

**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" Proposer shall also apply to any and all subcontractors. It is the Proposers' responsibility to ensure compliance by the subcontractors. Regardless of subcontracting, the Contractor remains liable to SAHA for the performance under the contract. The Proposer 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 Proposer 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 Proposer, its agent, or its subcontractor of any tier received or sustained by any persons or property growing out of, occurring, or attributable to any work performed under or related to this Agreement, to the extent resulting in whole or in part from the negligent acts or omissions of the Proposer, any subcontractor, or any employee, agent or representative of the Proposer or any subcontractor. **PROPOSER ACKNOWLEDGES AND AGREES THAT THIS INDEMNITY CONTROLS OVER ALL OTHER PROVISIONS IN THE AGREEMENT, SURVIVES TERMINATION OF THIS AGREEMENT.**

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

**C. 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.

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

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

**VI. 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.

**VII. INVOICING:**

**A. Invoices.** Invoices must contain a complete description of the work or service that was performed, the contract price for each service, the purchase order number, contract number (if applicable), date of service, and address of service location or delivery address. Proposer(s) must submit a separate invoice for each purchase order issued by 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](mailto:Accounts_Payable@saha.org)

If the Proposer 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 progress payments approximately every 30 days as the work proceeds if work meets 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, Proposer 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 the contractor fails to invoice within 60 days SAHA reserves the right to not pay the invoice.

## **VIII. 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. Proposer 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. Proposer shall be responsible for all costs incurred for compliance with any such possible ordinance, code, law or regulation. No time extensions shall be granted or financial consideration given to the Proposer for time or monies lost due to violations of any such ordinance, code, law or regulations that may occur.
- B. Specific.** Proposers shall comply with all statutes, rules, regulations, executive orders affecting procurements by Housing Authorities including but not limited to:
- Executive Order 11246
  - Executive Order 11063
  - Copeland "Anti-Kickback" Act (18 USC 874)
  - Davis Bacon and Related Acts (40 USC 276a-276a-7)
  - Clean Air & Water Acts (42 USC 1857(h); 33 USC 1368)
  - Contract Work Hours & Safety Standards Act (40 USC 327-330)
  - Energy Policy & Conservation Act (PL 94-163, 89 STAT 871)
  - Civil Rights Act of 1964, Title VI (PL 88-352)
  - Civil Rights Act of 1968, Title VIII (PL 90-284 Fair Housing Act)
  - Age Discrimination Act of 1975
  - Anti-Drug Abuse Act of 1988 (42 USC 11901 et. Seq.)
  - HUD Information Bulletin 909-
  - Immigration Reform & Control Act of 1986
  - Fair Labor Standards Act (29 USC 201, et. Seq.)

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

## **IX. Termination.**

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

- a. Consent:** By mutual consent of both parties, and
- b. Termination For Cause:** As detailed within the attached HUD Forms. SAHA may terminate any and all contracts for default at any time in whole or in part, if the Proposer fails to perform any of the provisions of any contract, so fails to pursue the work as to endanger performance in accordance with the terms of the RFP or any resulting contracts, and after receipt of written notice from 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:** In 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 Proposer 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 Proposer 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 Proposer shall transfer title and deliver to SAHA any partially completed work products, deliverables, source and object code, or documentation that the Proposer has produced or acquired in the performance of the contract.

**X. General Conditions**

**A. Severability:** If any provision of this agreement or any portion or provision hereof applicable to any particular situation or circumstance is held invalid, the remainder of this agreement or the remainder of such provision (as the case may be), and the application thereof to other situations or circumstances shall not be affected thereby.

**B. Waiver of Breach:** A waiver of either party of any terms or conditions of this agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations, and agreements contained in this agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, obligation or agreement of either party.

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

**D. Examination and Retention of Proposer'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 Proposer's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audits, examinations, excerpts and transcriptions.

**E. Right to data and Patent Rights:** In addition to other ownership & use rights 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 Proposer and/or subcontractors pursuant to the terms of the contract, including but not limited to, reports, memoranda or letters concerning the research and reporting tasks of the contract. Both parties

agree to comply with HUD Bulletin 909-23, which is the Notice of Assistance Regarding Patent and Copyright Infringement.

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

# **Attachment A**

## **Scope of Work**

Recruiter shall provide the following services in soliciting, recruiting and screening candidates:

- Contractor will directly recruit qualified candidates for director, senior level, executive, and President/CEO positions on an “as needed” basis.
- Contractor shall attend a kick-off meeting in person.
- Contractor shall conduct an aggressive nationwide campaign to identify qualified candidates who possess the minimum qualifications, as included in any provided job description, including the preparation and placement of advertisements in appropriate government magazines, professional journals, publications and web-based forms of communication.
- Contractor must prepare advertisements for review and approval by SAHA prior to placement in any media.
- Contractor shall develop candidate profiles, design and advertise recruitment materials and present these documents for SAHA approval.
- Contractor shall develop a timeline to include established search deadlines and a timetable for providing regular updates.
- Contractor to provide upon request a complete list of all applicants obtained through their efforts and/or provided by SAHA.
- Contractor shall perform preliminary screening of candidates based upon the minimum qualifications of the provided job description by telephone, teleconference or face-to-face interviews.
- Contractor shall further screen the candidates based upon the preferred qualifications of the job description, so as to present the most viable candidates, generally not less than two but preferably three or more.
- Contractor shall assist and facilitate scheduling of final interviews and if requested assist with preparation of interview questions.
- Contractor shall perform administrative tasks, such as candidate notifications, including notification of the rejected candidates.
- Contractor shall conduct detailed professional reference checks on all recommended finalists.
- Contractor shall conduct background checks, to include but not limited to, education, employment, financial/credit, newspaper research, criminal and civil litigation, licenses and certifications on all finalists.
- Contractor shall present a written report detailing the background, strengths, weaknesses, accomplishments, and references for each recommended finalist.
- Contractor shall assist with offer negotiations with the final candidates.
- Contractor shall re-initiate the search, at no fee to SAHA, if SAHA does not make a selection from the final slate of candidates due to candidates’ incompatibility with SAHA’s expectations of the candidates’ role, or if the selected candidate leaves employment either through resignation or termination (with or without cause) within one year of placement.
- Contractor shall not solicit the candidates hired resulting from this proposal for any position for a period of two years following the date of appointment.
- Contractor shall include a link to the SAHA website for capturing resumes and questions.



SAHA will reimburse Contractor for actual expenses only for cost of consultant travel, placement of ads, credit, criminal and civil checks, education verification, newspaper searches, postage, photocopying, and telephone charges incurred as a result of any contract resulting from this RFP. All expenses for which reimbursement is sought shall be reasonable in nature and a business need. SAHA will not pay additional sums for clerical support. The placement of ads and travel expenses require prior approval from SAHA.

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

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

**NOTE: DO NOT complete form 1295 prior to being selected and awarded a contract.**

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

## FORM CIQ

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

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

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

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

### OFFICE USE ONLY

Date Received

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

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

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

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

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

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

Yes       No

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

Yes       No

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

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

**7**

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

\_\_\_\_\_  
Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

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

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

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

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

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

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

\*\*\*

(2) the vendor:

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

(2) the date the vendor becomes aware:

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

# 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. COMPLETED BY AWARDED CONTRACTOR 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**

**ATTACHMENT C**  
**Profile of Firm Form**  
**Company Biography**  
**Proposed Subcontractors 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**





## Proposed Subcontractors

Company Name	Address	Phone	Speciality	SWMBE

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

**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 submission. 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:

<b>X=ITEM INCLUDED</b>	<b>SUBMITTAL ITEMS</b>
<input type="checkbox"/>	Tab 1 Profile of Firm, Company Biography
<input type="checkbox"/>	Tab 2 References
<input type="checkbox"/>	Tab 3 Qualifications
<input type="checkbox"/>	Tab 4 Conflict of Interest Questionnaire and Form 1295
<input type="checkbox"/>	Tab 5 Proposal Checklist and Certification

### 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**

(To be on Respondent's Letterhead)

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

Attention: Steven Morando, Director of Procurement

RE: Executive Recruiter Services RFP No. **2002-961-30-5001**

Gentlemen:

The undersigned Respondent, having read and examined the Scope, Attachment A and associated RFP Documents for the **Executive Recruiter Services** 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)

**PERFORMANCE AND PAYMENT BONDS.**

The cost for obtaining Performance and Payment Bonds, if required, shall be included in the overall fee structure and be stated in the Contract.

If this Proposal is accepted, the undersigned Respondent agrees to start and to complete the Project 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, facsimile, or delivered to the undersigned within one hundred eighty (180) days after the date of opening of proposals, or anytime thereafter before this proposal is withdrawn by the Respondent, the undersigned will, within ten (10) days after the date of mailing, facsimile, or delivering of such notice, execute and deliver a Contract in the form provided by 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 Respondent herein proposes to execute the Recruiting Services for the following flat pricing/fee structure per recruitment assignment, any increases shall be indicated by completing each year listed for the term of the contract:

Item	Fee Year 1	Fee Year 2	Fee Year 3	Fee Year 4	Fee Year 5
Director/Senior Level					
Executive/Officer Level					
President & CEO					
Approximate Time to complete each Recruitment	Days	Days	Days	Days	Days

Addendum #1 \_\_\_\_\_ Date \_\_\_\_\_

Addendum #2 \_\_\_\_\_ Date \_\_\_\_\_

Addendum #3 \_\_\_\_\_ Date \_\_\_\_\_

Addendum #4 \_\_\_\_\_ Date \_\_\_\_\_

<b>Signature</b>	<b>Date</b>
<b>Printed Name</b>	<b>Company</b>
<b>E-mail address if available</b>	
<b>Phone</b>	<b>Fax</b>

## EXHIBIT I

### Insurance Requirements

Respondent is required to have in place during the term of the contract the following minimum insurance requirements. Developer will be required to provide an original Certificate of Insurance to 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
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. Compensation is required for any vendor made up of more than two persons. <b><u>A Waiver of Subrogation in favor of SAHA must be included in the Workers' Compensation policy.</u></b>  SAHA and its affiliates must be a Certificate Holder.	<b>Statutory</b> Employer's Liability is \$500,000
Commercial General Liability	Required Limits
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