

# PLANO HOUSING AUTHORITY

## REQUEST FOR QUALIFICATIONS FOR DEVELOPER PARTNERS

DUE DATE

Open until rescinded

**REQUEST FOR QUALIFICATIONS**

**RFQ for Developer Partner(s)**

Plano Housing Authority (PHA) is currently accepting submissions.

**Submissions** shall consist of one (1) Compact Disc (CD), or one (1) bound copy of the RFQ containing all materials as listed in the RFQ.

**PHA reserves the right to reject any or all RFQs. MBE/WBE firms are encouraged to submit RFQs.**

**All questions for the RFQ must be submitted in writing and/or e-mailed to Plano Housing Authority to the attention of DYoung@planoha.org**

**Plano Housing Authority  
1740 G Avenue  
Plano, TX 75704**

**SOLICITATION DOCUMENTS ARE AVAILABLE EITHER ONLINE AT [www.planoha.org](http://www.planoha.org) OR CAN BE PICKED-UP BETWEEN 8:30 AM AND 4:00 PM MONDAY THROUGH THURSDAY AT THE FOLLOWING LOCATION:**

Plano Housing Authority  
Attn: Dave Young  
1740 G Avenue  
Plano, TX 75704  
(972) 423-4928

**Table of Contents**

I. INTRODUCTION ..... 3  
II. SCOPE OF QUALIFICATIONS ..... 4  
III. SUBMISSION PROCEDURES & REQUIREMENTS ..... 6  
IV. EVALUATION/SELECTION CRITERIA ..... 9  
V. GENERAL CONDITIONS OF THE RFQ ..... 10

**Exhibit A-** Required Documents Checklist

**Exhibit B-** Mandatory HUD Forms

- a) HUD 5369-B Instructions to Offerors Non-Construction
- b) HUD 5369-C Certifications and Representations of Offerors – Non-Construction

- c) HUD 5370-C General Conditions for Non-Construction Contracts

**EXHIBIT C- PHA forms**

- a) Business References
- b) Non-Collusive Affidavit
- c) Conflict of Interest Questionnaire
- d) Profile of Firm
- e) M/WBE Guidelines
- f) Equal Employment Opportunity

**I. INTRODUCTION**

Plano Housing Authority (PHA) is pleased to issue this Request for Qualifications (RFQ) for Developer Partner(s) for potential future developments including, but not limited to, affordable, mixed income, work force, and/or mixed use facilities. This selection process under this RFQ may result in the selection of one or more Developer Partner(s) to partner in the possible acquisition and development of a future project. The successful parties will demonstrate through their respective responses that each possesses the necessary qualifications to implement a plan for developments for either family and/or elderly and disabled housing. At the sole discretion of PHA, a selected Developer Partner may be asked to assist the PHA in the identification, negotiation, and acquisition of a future site. Upon this assignment, the Developer Partner(s), working in concert with the PHA, will be responsible for negotiation, acquisition, design, master planning, financing, pre-development and development activities in accordance with an agreed upon plan.

PHA is seeking submissions from interested firms or entities with a record of success in the development of mixed-finance and mixed-income developments, especially those able to demonstrate successful LIHTC application and development experience in Texas, are encouraged to respond to this RFQ.

This invitation is restricted to services for the PHA and its affiliates only and submissions with respect to other entities or projects shall not be considered. Submissions are invited from any qualified not-for-profit or for-profit housing developer in good standing with the State of Texas.

Learn more about Plano Housing Authority at <http://www.planoha.org>

## II. SCOPE OF QUALIFICATIONS

### A. Scope of Qualifications

PHA issues this RFQ to procure development services for all phases of acquisition, negotiation, planning and development required for the development of housing, including mixed income and mixed finance. Depending on the assigned project, PHA may, at its sole discretion, maintain responsibility for decision-making or alternatively, the developer partner(s) may take on the responsibility for managing parts or all of the entire development process, coordinating the work of the development team, serving as central point for communication, and providing advice to the PHA, or its affiliate. Anticipated tasks of the developer are as follows:

- Oversee the preparation of development program and concept plan(s)
- Undertake market/need/demand analysis
- Identify, evaluate and assist with negotiating property acquisition
- Assist with project design (particularly from market and budget perspectives)
- Prepare capital and operating cost budgets
- Assist with zoning and other development approvals
- Prepare applications for government assistance
- Prepare marketing materials and coordinate marketing/application/pre-leasing/pre-sales process
- Prepare financing applications and negotiate terms
- Account for all project costs
- Assist with organizing property management

Each Respondent(s) must have demonstrated experience and expertise in the following:

- Developing operating financial proformas
  - Gross potential rent projections
  - Effective gross income projections
  - Expenses and net operating income projections
  - Debt service and cash flow
  - Developer return on equity
  - Annual debt summary
- Developing project development budgets
  - Rents and Incomes
  - Operating Expenses
  - Outside financial sources, including loans, grants, and tax credits
  - An operating pro-forma
  - A gap analysis
- Developing conceptual building layouts and elevation
- Developing conceptual site plans
- Maximizing the use of various financing vehicles/tools;

- The development, construction, and operation of a housing development;
- The development of housing that incorporates tax credit and affordable housing financing;
- Applicable regulatory compliance issues; and
- Working with local government authorities that regulate the permits and utilities necessary for development efforts.

**B. Role of Developer Partner(s)**

The responsibilities of the selected developer may include, but are not limited to, any or all of the following:

1. Undertake pre-development activities including environmental and geotechnical testing, architectural and engineering work, analysis of the condition of existing utilities at the site, site analysis, rezoning (if necessary), market analysis, land acquisition opportunities and financial feasibility;
2. Develop architectural plans consistent with federal, state and local guidelines, and obtain all necessary approvals and permits;
3. Develop and manage an implementation schedule;
4. Obtain additional leveraged funds from private, non-governmental sources;
5. Prepare a Low Income Housing Tax Credit application to be filed with the Texas Department of Housing and Community Affairs (TDHCA), as requested;
6. Prepare applications for other sources of funding;
7. Develop a project budget;
8. Coordinate all development activities, including reporting and budget requirements, with PHA;
9. Determine a general management structure, prepare a management plan for the Development and recommend a property manager subject to approval by PHA;
10. Provide all necessary financial guarantees and assurances to assemble a financing package;
11. Solicit prices and contracts for construction;
12. Oversee construction and ensure completion in a timely manner;
13. Deliver a project consistent with program guidelines.

### III. SUBMISSION PROCEDURES & REQUIREMENTS

Faxed submissions will not be considered.

The submission package must be labeled accordingly and received by Plano Housing Authority at the location listed below:

Plano Housing Authority  
RFQ for Developer Partner(s)  
1740 G Avenue  
Plano, TX 75704  
Attn: Dave Young

Respondent(s) must submit the following in order for the submission to be considered complete:

- One (1) paper version of the submission with original signatures labeled “Original”
- Or One (1) CD containing the full submission

**The Respondent(s) is required to submit the following information, although PHA reserves the right to request additional information upon review of initial submissions: Please TAB Sections.**

#### A. **Development Team**

The development team must be capable of handling the development and ongoing oversight of a rental development project. The following will be viewed as favorable by the selection committee:

1. Previous experience developing developments with an Affordable Housing component of 100 units or more;
2. Previous experience involving layered financing including, but not limited to, Low Income Housing tax credits, bonds, conventional financing;
3. Financial capacity to complete the project;
4. Administrative capacity to complete the project;
5. Previous experience in applying to the TDHCA for an allocation of Low-Income Housing Tax Credits,
6. Experience with HUD regulation and requirements; and
7. Show past projects that involve residents and community participation.

The developer partner(s) can be headed by a non-profit community-based developer or a for-profit developer or be a joint venture. The team should include an experienced developer of multi-family housing and can (but is not required to) include the following: (1) a general contractor with applicable licenses and demonstrated financial capability; (2) an architect registered in Texas with mixed use design experience, and (3) a management agent with experience in managing mixed use facilities. The developer may perform any of these functions, if qualified. PHA reserves the right to accept or reject individual members of the development team.

**B. Information Required in the Submission**

**1. Letter of Interest (TAB 1)**

- a) Include contact name and address: name, title, email, telephone and fax number to be contacted for clarification or additional information regarding submissions (Cover letter).
- b) A brief statement summarizing the Respondent's company and relevant experience and qualifications.

**2. Structure and Experience of the Team (TAB 2)**

All entities that comprise the team are to be identified, indicating their specialization(s) and specific contribution to the team. Respondent(s) are encouraged to include on the team specialists for all components of the project including design, construction, legal, financing, and management services. Additionally, any previous collaboration among some or all members of the team should be noted. The form of relationship between participants should be designed to meet the needs of the team and the project. However, the team leader should be clearly identified.

Ultimately, the identified team leader will be held responsible for the performance of all members of the development team. If the team members are from different companies or firms, then the team leader should enter into individual agreements with each member to assure performance.

Respondent(s) must submit an organization chart showing all of the individuals that will be assigned to this project. Also, resumes of the key individuals are to be included with a detailed description of the responsibilities that they will be required to perform. PHA is interested in assessing the capacity and capability of teams and their ability to respond to the demands of this Initiative. Additionally, PHA will assess the capability of the project manager, the lead individuals in each discipline, and the design team.

**3. Financial Statement (TAB 3)**

The Respondent/Financially Responsible parties shall demonstrate their financial responsibility.

#### 4. HUD Forms (TAB 4)

Each Respondent must complete the forms as provided in **Exhibit B**.

#### 5. PHA Forms (TAB 5)

Each Respondent must complete the applicable forms as provided in **Exhibit C**. Additional information on specific forms is included below.

- a. **Business References:** Provide three (3) references from related service providers or agency personnel. Include a brief description of Respondent's business relationship with the reference. See **Exhibit C**.
- b. **Minority and Women Business Participation:** Submissions submitted in response to this solicitation should include any existing or relevant MBE/WBE participation.
- c. All other applicable forms listed in **Exhibit C**.

#### C. Request for Information

Respondent(s) desiring any explanation or further information regarding the solicitation must submit an e-mail request to Dave Young at [DYoung@planoha.org](mailto:DYoung@planoha.org).

#### D. Evaluation Process

A selection committee composed of PHA staff will review submissions in accordance with this RFQ. The selection committee may, at its sole discretion, choose to request interviews with some or all Respondent(s) to discuss specific aspects and clarifications of their submission(s). The selection committee will recommend to the PHA Board of Commissioners the firm(s) most advantageous and supportive of the agency's needs. The Board of Commissioners will make the final decision.

#### E. Anticipated Schedule of Events

The anticipated schedule for the RFQ and contract approval is as follows:

<b>Event</b>	<b>Date</b>
RFQ available for distribution	Open
RFQ Due Date	Open until rescinded
Estimated Contract Award Date	To be determined

Plano Housing Authority reserves the right at its sole discretion to amend any or all of the dates associated with the anticipated schedule of events.



#### IV. EVALUATION/SELECTION CRITERIA

RFQ will be evaluated and rated on, but may not be limited to, the following criteria:

CRITERIA	POINTS
<p><b>Professional Qualifications and Experience of Firm</b> The experience and qualifications of the Respondent(s) and its development team personnel potentially available for assignment to the PHA project.</p> <p>Degree to which members of the team (other than the Principal) demonstrate successful experience in their respective disciplines as required in the RFQ.</p>	<b>30 points</b>
<p><b>Financial Capacity</b> The financial capacity of the Respondent(s) as evidenced by appropriate financial information.</p> <p>The ability to obtain structure and implement layered public and private financing (including Low Income Housing Tax Credits).</p> <p>Financial capacity (of the developer/provider of guarantees).</p>	<b>20 Points</b>
<p><b>Leveraging of PHA Funds</b> Preference will be given to past projects that Developer team minimized the amount of HUD/PHA funds and maximized the leveraging of additional resources.</p>	<b>15 Points</b>
<p><b>Past and Current Portfolio</b> Successful experience in the design, construction and/or ownership of mixed-income and mixed-use housing development projects.</p>	<b>15 Points</b>
<p><b>Technical Competence of the Development Team</b> The degree and nature of the resources that the Respondent(s) can dedicate to the satisfactory development of a mixed finance/income project.</p> <p>Familiarity with requirements applicable to HUD financing/mixed – finance development and operation.</p> <p>Expertise in construction management to provide high quality, on budget, on time delivery for energy efficient housing.</p>	<b>15 Points</b>
<p><b>M/WBE Efforts</b> The degree to which the development team provides for minority-and women-owned business (MBE/WBE) participation and complies with equal opportunity and affirmative action requirements.</p>	<b>5 points</b>
<b>TOTAL POINTS POSSIBLE</b>	<b>100 points</b>

Interviews, if desired by PHA in its sole discretion, may be used to identify the top ranking Respondent(s).

## V. GENERAL CONDITIONS OF THE RFQ

### A. General Conditions

1. ILLEGIBLE SUBMISSIONS WILL NOT BE ACCEPTED OR CONSIDERED.
2. PHA reserves the right to accept or reject any and all submissions submitted, either in whole or in whole or in part, with or without cause; to waive any informalities of any submission; to extend, amend or cancel this RFQ at any time; and, to make the award in the best interest of PHA.
3. PHA reserves the right to request additional information, if needed, from prospective Respondent(s).
4. In the event that it becomes necessary for PHA to revise any part of this RFQ, revisions will be provided in the form of an Addendum to all prospective Respondent(s). PHA may issue and does require Respondent(s) to acknowledge addendums to the RFQ. Submissions must conform to any addenda that may be issued to this RFQ.
5. Submissions that are incomplete or not in conformance with the submission requirements may be eliminated from further consideration. Respondent(s) should note carefully the submission requirements.
6. All submissions submitted in response to this RFQ will be considered public information and may be made available to the general public (including news media) unless Confidential and/or Proprietary information is submitted under separate cover and is clearly designated as such.
7. The Respondent(s) shall provide an oral presentation regarding submission submitted, if requested to do so by PHA.
8. Respondent(s) may modify or withdraw a submission prior to the RFQ due date, by an authorized representative of that organization. All submissions will become the property of PHA after the RFQ Deadline.
9. The Respondent(s) affirms that he/she is of lawful age and that no other person, firm, partnership, or corporation has any interest in this submittal or in the contract proposed to be entered into.
10. The Respondent(s) affirms that its submission is made without any understanding, agreement or connection with any other person, firm, partnership or corporation making a submittal for the same purpose, and is in all respects fair and without collusion or fraud.
11. The Respondent(s) has carefully read the provisions, terms, and conditions of the RFQ document and does hereby agree to be bound thereby.
12. PHA reserves the right, at its sole discretion, to make multiple awards from this RFQ and also retains the right to negotiate with the selected firm(s).

13. Additional services and/or service adjustments may be added or deleted during the life of any contract awarded hereunder as mutually agreed upon in writing between PHA and Respondent(s).
14. Respondent(s) must meet PHA's insurance requirements as requested.
15. The Respondent(s) will not offer any gratuity, favor, or anything of monetary value to any officials or employee of PHA for the purpose of influencing consideration of a response to this RFQ.
16. PHA reserves the right to disqualify any submission(s) that may present a conflict of interest between Plano Housing Authority, its employees or Board members, Respondent(s), or parties identified in the submission.

**B. Mistakes in Submissions**

If a mistake in a submission is suspected or alleged, the submission may be corrected or withdrawn during any negotiations that are held. If negotiations are not held, or if best and final offers have been received, the Respondent(s) may be permitted to correct a mistake in the submission and the intended correct offer may be considered based on the conditions that follow:

1. The mistake and the intended correct offer are clearly evident on the face of the submission.
2. The Respondent(s) submits written evidence which clearly and convincingly demonstrates both the existing offer and such correction would not be contrary to the fair and equal treatment of other Respondent(s).

Mistakes after award shall not be corrected unless the Contracting Officer makes a written determination that it would be disadvantageous to PHA not to allow the mistake to be corrected. The approval or disapproval of requests of this nature shall be in writing by the Contracting Officer.

**C. Conflicts of Interest**

The Respondent(s) warrants that to the best of his/her knowledge and belief and except as otherwise disclosed, he/she does not have any organizational conflict of interest. Conflict of interest is defined as a situation in which the nature of work under this contract and the Respondent's organizational, financial, contractual or other interests are such that:

1. Award of the contract may result in an unfair competitive advantage; or
2. The Respondent's objectivity in performing the contract work may be impaired. In the event the Respondent(s) has an organizational conflict of interest as defined herein, the Respondent(s) shall disclose such conflict of interest fully in the proposal submission.
3. The Respondent(s) agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full

disclosure in writing to the President which shall include a description of the action which the Respondent(s) has taken or intends to take to eliminate or neutralize the conflict. PHA may, however, terminate the contract if it is in its best interest.

4. In the event the Respondent(s) was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the President, PHA may terminate the contract for default.
5. The provisions of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the Respondent(s). The Respondent(s) shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.
6. No member of the PHA Board of Commissioners shall be allowed to share any or part of this contract or to derive any benefit to arise there from. This provision shall be construed to extend to this contract if made with a corporation for its general benefit.
7. Any PHA official or employee who exercises or has exercised any functions or responsibilities with respect to any PHA contract/procurement activities, or who is in a position to participate in the decision-making process or gain inside information with regards to any PHA contract/procurement activities, obtain a financial or economic interest or benefit from the contract/ procurement, or have an interest in any contract or subcontract, or agreement with respect thereto or the proceeds there under, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure with the PHA or for one year after such individual leaves PHA.
8. PHA reserves total discretion to determine the proper treatment of any conflict of interest disclosed under this provision.

**D. Indemnity**

The Contractor shall indemnify and hold harmless PHA for any and all claims, lawsuits, causes of action and liability arising out of the execution, performance or nonperformance of this Agreement or in connection with the Contractor use of PHA premises. The costs of any actions stated herein will be the sole responsibility of the Contractor.

**E. Acceptance of RFQ and Contract Terms**

Respondent's submission of a proposal in response to the RFQ shall constitute acceptance by the Respondent(s) of the terms and conditions of this RFQ. In the event that the Respondent's submission is accepted for contract award, the Respondent(s) agrees to enter into a negotiated contract with PHA at a later time and date.

The contract may be for three (3) years with two (2) one-year renewal option. All contract extensions must have the mutual consent of all parties and must be requested and accepted in writing. The Respondent(s) must maintain compliance with all federal, state, local and laws and regulations.

**F. Contract Award**

Subject to the rights reserved in this RFQ, PHA will award the contract by written notice to the selected Respondent(s) (the “Contractor(s)”). The award of the contract is subject to the approval of the PHA Board of Commissioners and/or the PHA President, and it shall be conditioned on the successful negotiation of revisions, if any, to the RFQ, recommended as part of the evaluation of submissions.

A contract shall be awarded in accordance with the terms and conditions of this RFQ to the Respondent(s) whose submission is most advantageous to the PHA, qualifications, technical and other factors as specified in this RFQ, PHA reserves the right to negotiate and award any element of this RFQ, to reject any or all submissions or to waive any minor irregularities or technicalities in RFQ received as in the best interest of PHA.

**G. Insurance**

If a Respondent(s) receives an award and unless otherwise waived in the Contract, the Contractor will be required to provide an original Certificate of Insurance confirming the following minimum requirements to PHA within 7 days of contract signature **(For Bid Purposes Only)**:

<b>Professional Liability</b>	<b>Required Limits</b>
PHA and its affiliates must be named as an Additional Insured and be a Certificate Holder. Vendors who render observational services such as appraisers, inspectors, attorneys engineers consultants.	\$1,000,000
<b>Business Automobile Liability</b>	<b>Required Limits</b>
PHA and its affiliates must be named as an additional insured and as the certificate holder. Vendors who will use vehicle to do work on PHA properties.	\$500,000 combined single limit, per occurrence
<b>Workers Compensation and Employer’s Liability</b>	<b>Required Limits</b>
Workers’ Compensation coverage is Statutory and has no pre-set limits. Employer’s Liability limit is \$500,000 A waiver of Subrogation in favor of PHA must be included in the Workers’ Compensation policy. PHA and its affiliates must be named as a Certificate Holder.	Statutory \$500,000
<b>Commercial General Liability</b>	<b>Required Limits</b>
This is required for any vendor who will be doing hands on work at PHA properties. PHA and its affiliates must be named as an Additional Insured and as the Certificate Holder.	\$1,000,000 per accident \$2,000,000 aggregate

**H. No Warranty**

Respondent(s) are required to examine the RFQ, scope of services, and instructions pertaining to the services requested. Failure to do so will be at the Respondent’s own risk. It is assumed that the Respondent(s) has made full investigation as to be fully informed as to the extent and character of the services requested. No warranty or representation is made or implied as the information contained in this RFQ.

**I. Proposed Costs**

The cost for each project will be negotiated independently with the awarded firm or firms. No fees or costs may be submitted in the proposal.

**J. Expense of RFQ Submission**

All expenses incurred in the preparation and submission of the RFQ to PHA in response to this RFQ shall be borne by the Respondent(s).

**K. Applicable Statutes, Regulations & Orders**

Contractor(s) shall comply with all applicable federal, state and local laws, rules, regulations, executive orders, ordinances and codes and obtain any licenses or permits required to provide the services under this RFQ.

**L. Conflicting Conditions**

In the event there is a conflict between the documents comprising this RFQ and any resulting contracts, the following order of precedence shall govern: (1) the more restrictive terms of either: any and all attached HUD forms and the term/conditions in the body of any resulting contract; (2) the RFQ; and (3) Contractor's Response. In the event that a conflict exists between any state statute or federal law the most restrictive terms shall apply.

**M. Contract Form**

PHA will not execute a contract on the successful Respondent's form. Contracts will only be executed on PHA's form. By submitting a proposal, the successful Respondent agrees to this condition. However, PHA will consider any contract clauses that the Respondent wishes to include therein, but the failure of PHA to include such clauses does not give the successful Respondent the right to refuse to execute PHA's contract form. It is the responsibility of each prospective Respondent to notify PHA, in writing, with the proposal submittal of any contract clauses that he/she is not willing to include in the final executed contract. PHA will consider such clauses and determine whether or not to amend the Contract.

**Required Documents Checklist**

All documents, including this Checklist, must be completed in full and submitted in a sealed envelope, in the requested order, or the package may be considered as a non-responsive submittal.

<u>Document Checklist</u>	<u>Initial if Included</u>
1. REQUIRED DOCUMENT CHECKLIST	_____
2. ACKNOWLEDGMENT OF RECEIPT OF ADDENDUM(S)	_____
3. CERTIFICATIONS AND REPRESENTATIONS OF OFFERORS - NON CONSTRUCTION HUD FORM 5369-C	_____
4. BUSINESS REFERENCES	_____
5. NON-COLLUSIVE AFFIDAVIT	_____
6. PROFILE OF FIRM	_____
7. M/WBE PARTICIPATION	_____
8. EQUAL EMPLOYMENT OPPORTUNITY	_____

I understand that failure to submit all these items may cause my submittal to be considered nonresponsive.

Name \_\_\_\_\_

Title \_\_\_\_\_

Company\_\_\_\_\_

## **EXHIBIT B**

### **MANDATORY HUD FORMS**

- a) HUD 5369-B Instructions to Offerors Non-Construction
- b) HUD 5369-C Certifications and Representations of Offerors – Non-Construction
- c) HUD 5370-C General Conditions for Non-Construction Contracts



**EXHIBIT C**

**PHA FORMS**

- a) Business References
- b) Non-Collusive Affidavit
- c) Conflict of Interest Questionnaire
- d) Profile of Firm
- e) M/WBE Guidelines
- f) Equal Employment Opportunity

**BUSINESS REFERENCES**

Please provide a minimum of three (3) references and a brief description of the business relationship. Additional pages may be used, if necessary.

Company Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Email: \_\_\_\_\_  
Description: \_\_\_\_\_  
\_\_\_\_\_

Company Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Email: \_\_\_\_\_  
Description: \_\_\_\_\_  
\_\_\_\_\_

Company Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Email: \_\_\_\_\_  
Description: \_\_\_\_\_  
\_\_\_\_\_

**FORM OF NON-COLLUSIVE AFFIDAVIT  
(PRIME BIDDER)**

State of \_\_\_\_\_

County \_\_\_\_, being first duly sworn, deposes and says:

That he/she is \_\_\_\_\_, the party making the foregoing proposal or bid, and attests to the following:

- (1) That affiant employed no person, confirmation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the Affiant whose services in connection with the construction of the public building or project in securing the public contract were in the regular course of their duties for Affiant; and
- (2) That no part of the contract price received by Affiant was paid to any person, corporation, firm, association or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the Affiant whose services in connection with the construction of the public building or project were in the regular course of their duties for Affiant.
- (3) That such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any Bidder or person, to put in a sham bid or try to refrain from bidding, and has not in any manner directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of Affiant or of any other Bidder, or to fix any overhead, profit, or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the Housing Authority or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

\_\_\_\_\_  
Signature\*

\*Bidder if the Bidder is an individual; all partners if Bidder is a partnership; officer if the Bidder is a corporation.

SUBSCRIBED AND SWORN TO before me, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_, 20 \_\_\_\_\_

# CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80<sup>th</sup> Leg., Regular Session.

This questionnaire is being in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.00 (1-a) with a local governmental entity and the person meets requirements under Section 176.006 (a).

By law this questionnaire must be filed with the record administrator of the local Governmental entity not later than the 7<sup>th</sup> business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

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

**OFFICE USE ONLY**

Date Received

1. Name of person 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 update completed questionnaire with the appropriate filing authority not later than the 7<sup>th</sup> business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Name of local government officer with whom filer has employment or business relationship.

\_\_\_\_\_

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001 (1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes  No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes  No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the Local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes  No

D. Describe each employment relationship with the local government officer named in this section.

4. \_\_\_\_\_ Date

Signature of person doing business with the governmental entity

**PROFILE OF FIRM FORM (Page 1 of 2)**

(This Form must be fully completed by all Proposers and Subcontractors)

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

(2) Name of Firm: \_\_\_\_\_ Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

(3) Street Address, City, State, Zip: \_\_\_\_\_ (4)

Identify Principals/Partners in Firm

NAME	TITLE	% OF OWNERSHIP

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

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

(6) Respondent'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): \_\_\_\_\_

(7) Is the business 51% or more owned by a public housing resident? \_\_\_ Yes \_\_\_ No. If yes, provide name and address of the public housing facility:

Facility Name: \_\_\_\_\_

Facility Address: \_\_\_\_\_ City: \_\_\_\_\_

SWMBE Certification Number: \_\_\_\_\_

Certification Agency: \_\_\_\_\_

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

**PROFILE OF FIRM FORM (Page 2 of 2)**

(Form must be completed, 9-10 if applicable)

(8) Federal Tax ID Number: \_\_\_\_\_

(9) State of Texas License Type and No: \_\_\_\_\_

(10) 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.

Yes  No

(11) Has your firm or any member of your firm ever sued or been sued by the Plano Housing Authority or its affiliated entities? If yes, when and state the circumstances and any resolution of the lawsuit. Yes  No

(12) 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. Yes  No

(13) 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? If "Yes," please attach a full detailed explanation, including dates, circumstances and current status. Yes  No

(14) Disclosure Statement: Does this firm or any principals thereof have any current, past, personal or Professional relationship with any Commissioner or Officer of Plano Housing Authority? If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

Yes  No

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Company

**Exhibit C**

**M/WBE PARTICIPATION**

**M/WBE PARTICIPATION:** The Offeror agrees to use his/her best efforts to subcontract with minority business enterprises and/or women business enterprises (herein called M/ WBE) certified as such or recognized by Plano Housing Authority as a certified M/ WBE. Offeror shall make a good faith effort to subcontract a sufficient dollar amount with M/WBEs to ensure that a minimum of 20 percent of the final contract dollars are expended on one or more M/WBE. All adjustments that cause the contract price to increase will also increase the total amount that the Offeror must make a good faith effort to expend on M/WBEs.

**USING BEST EFFORTS TO FULFILL M/WBE REQUIREMENT:** In the event Plano Housing Authority has a reasonable belief that Offeror will not use his/her its best efforts to meet the 20 percent M/WBE participation goal, Plano Housing Authority reserves the right to pull work from the contract. Best efforts may be established by a showing that Offeror has contacted and solicited bids/quotes from subcontractors and worked with the Housing Authority to seek assistance in identifying M/WBEs.

**NOTIFICATION OF M/WBE PARTICIPATION:** Offeror agrees to promptly complete and return all M/WBE Confirmation of Participation and M/WBE Confirmation of Payment forms utilized by Plano Housing Authority to confirm M/WBE subcontracting by submitting copies of checks made payable to the respective M/WBE subcontractor(s) signed by the offeror.

---

**RESPONDENT**

---

**DATE**

Note: This form must bear a signature.





EQUAL EMPLOYMENT OPPORTUNITY – EMPLOYER INFORMATION REPORT

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, ZIP: \_\_\_\_\_

Telephone: \_\_\_\_\_

JOB CATEGORIES	OVERALL TOTALS	MALE					FEMALE				
		WHITE (Not of Hispanic Origin)	BLACK (Not of Hispanic Origin)	HISPANIC	ASIAN OR PACIFIC ISLANDER	AMERICAN INDIAN OR ALASKAN NATIVE	WHITE (Not of Hispanic Origin)	BLACK (Not of Hispanic Origin)	HISPANIC	ASIAN OR PACIFIC ISLANDER	AMERICAN INDIAN OR ALASKAN NATIVE
Officials and Managers											
Professionals											
Technicians											
Sales Workers											
Office and Clericals											
Craft Workers (Skilled)											
Operatives (Semi-Skilled)											
Laborers											
Service Workers											
TOTAL											

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

