



Arlington Housing Authority

Request for Proposals

RFP 16-18

Residential Design-Build Project

Description: Design-Build of 2 residential single-family homes

Release Date: May 8, 2016

Due Date: June 13, 2016 @ 2:00 pm

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1. **INTRODUCTION**

- 1.1 The Arlington Housing Authority (Authority) is soliciting Requests for Proposals (RFP) for Design-Build Contractor (Contractor) services for the design and construction of two residential single-family homes to be built on property owned by the Authority. The Authority is the City of Arlington's (City) designated developer for the purposes of the Neighborhood Stabilization Program (NSP). When the homes are completed, they will be sold to NSP qualified homebuyers.
- 1.2 The NSP is a federal program promulgated by the U.S. Department of Housing and Urban Development (HUD) to enable state and local governments to address the high rate of foreclosures impacting our communities. The City was awarded over \$2 million in NSP funds. The City's NSP strategy is fully implemented with the exception of developing two new single family residential home on lots owned by the Authority using the remaining NSP resources i.e.; program income.
- 1.3 The project consists of Contractor services at **3107 Selfridge, Arlington, TX 76014, and 1602 Browning Arlington, TX 76010** (PROJECT). The Authority will not reimburse Proposers for costs incurred in the preparation, submittal and or participation in the RFP process.
- 1.4 This RFP does not commit the Authority to award a contract, or to procure or contract for work.
- 1.5 Upon receipt by the Authority, RFPs shall become public records subject to public disclosure. It is the responsibility of the respondent to clearly identify any confidential, proprietary, trade secret or otherwise legally privileged information contained within the RFP. General references to sections of the Texas Public Records Act (PRA) will not suffice. If the Contractor does not provide/supply applicable case law that clearly establishes that the requested information is exempt from the disclosure requirements of the PRA, the Authority shall be free to release the information when required in accordance with the PRA, pursuant to any other applicable law, or by order of any court or government agency, and the Contractor will hold the Authority harmless for release of this information.

Selection announcements, contract awards, and all data provided by the Authority shall be protected from public disclosure. Contractor's desiring to release information to the public, shall receive prior written approval from the Authority.

1.6 **Nondiscrimination**

- 1.6.1 Contractor warrants and certifies that it will not, during the term of the Project, Contract, Development and/or Renditions of Services, discriminate against any employee, person, or applicant for employment because of race, age, sexual orientation, marital status, color, religion, sex, handicap, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are fairly treated during employment, without regard to their race, age, sexual orientation, marital status, color, religion, sex, handicap, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Authority setting forth the provisions of this nondiscrimination clause.

1.6.2 As part of its RFP, the Contractor shall provide to the Authority a list of all instances within the last 5 years where a complaint was filed or pending against Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, the Subcontractors, or Suppliers, and a description of the status or resolution of that complaint, including any remedial action taken. See Attachment E (Contractors Certification of Pending Actions). If there have not been any complaints filed or pending against Contractor, a written statement from the Contractor to confirm shall be included in the Proposal.

1.7 Location and Availability of RFP Documents and Information

1.7.1 During the solicitation process, the Contractor, must register with Demandstar (www.demandstar.com) or access the Authority’s web site to download all associated project information, plans, specifications, or requirements. For additional information go to:

<http://www.arlingtonhousing.us>

2. PROJECT DESCRIPTION

See Attachment A (Project Description, Required Work and Services, and Location Map)

3. REQUIRED WORK AND SERVICES

3.1 Work and Services required of the Contractor include those during design, construction, and startup of the Project. The Contractor shall provide all management, supervision, labor, services, equipment, tools, supplies, and any other item of every kind and description required for the complete design, construction, and successful completion of the Project, as described in Attachment A.

4. PROJECT SCHEDULE

4.1 The following milestones are provided for reference only. The dates beyond the RFP due date are tentative and will be determined later.

- | | | |
|--------------|-----------------------------|---------------|
| 4.1.1 | Advertise and Issue RFP | May 8, 2016 |
| 4.1.2 | Pre-Proposal Meeting | May 17, 2016 |
| 4.1.3 | Pre-Proposal Site Walk | May 17, 2016 |
| 4.1.4 | Final Questions Deadline | May 19, 2016 |
| 4.1.5 | Response to Final Questions | May 23, 2016 |
| 4.1.6 | RFP Due Date | June 13, 2016 |

4.1.7	Shortlist Finalists	June 14, 2016
4.1.8	Interviews	June 15, 2016
4.1.9	Selection and Notification	June 23, 2016
4.1.10	Receipt of Bonds and Insurance Certifications	June 27, 2016
4.1.11	Notice to Proceed	June 29, 2016
4.1.12	Issue Notice of Completion	November 30, 2016

5. **STATEMENT OF QUALIFICATION REQUIREMENTS**

5.1 **General**

The Contractor's interested in bidding this project shall be pre-qualified in one-step through submission of their Proposal and all information required by this RFP.

5.1.1 The Authority desires to receive Proposals from only qualified and experienced firms who demonstrate significant knowledge and experience in designing and building residential homes, and extensive experience and successful performance on similar projects in the City, and projects of comparable magnitude and scope.

5.1.2 The Proposal shall be concise, well organized, and demonstrate the Contractor's qualifications and experience applicable to the Project. A cover letter may be submitted but **SHALL NOT** contain any information that is a required element of the RFP's (Attachment B, Submittal Requirements and Selection Criteria). Any Proposal that does not comply with these formatting standards may not be considered.

5.1.2.1 Documentation required under Attachment B, Section 9, Subcontractor Documentation of this RFP shall be in addition to the page limit stated above.

5.1.2.2 The RFP must contain: one executed original, clearly marked as "Original" on the cover; three (3) paper copies of the Proposal; and one (1) searchable, Portable Document Format (PDF) copy of the RFP stored on Compact Disc (CD), Digital Video Disc (DVD), or USB Flash/Thumb Drive.

5.1.3 The Proposal shall be signed by an individual or individuals authorized to execute legal documents on behalf of the Contractor.

5.1.4 Complete Proposals are due, at the below address, on or before **Monday, June 13, 2016, by 2:00PM** (Central Time):

Arlington Housing Authority
501 W. Sanford, Suite 20
Arlington, Texas 76011
Attention: Michele Craven

- 5.1.5** Proposals are to be submitted in sealed packages with the following information clearly marked on the outside of each package:

Name of Design-Build Contractor

Project Title

“RFP # NSP-16-18 Design-Build Project - Do Not Open”

Failure to comply with the requirements of this RFP may result in disqualification.

- 5.1.6** Proposals and related materials received after the time and date specified above shall not be considered.

5.2 Contents

- 5.2.1** Proposals submitted in response to this RFP shall be in the following order and shall include:

- 5.2.1.1** Addenda to this RFP, if any
- 5.2.1.2** Identification of the Contractor
- 5.2.1.3** Exceptions to this RFP, if any
- 5.2.1.4** Executive Summary
- 5.2.1.5** Experience and Technical Competence
- 5.2.1.6** Proposed Method to Accomplish the Work
- 5.2.1.7** Suitability of Project Design
- 5.2.1.8** Knowledge and Understanding of Local “Environment”
- 5.2.1.9** Project Organization and Key Personnel
- 5.2.1.10** Proposed Section 3 and Equal Opportunity Contracting
- 5.2.1.11** Financial Information and Arrangements
- 5.2.1.12** Change Order and Litigation History

- 5.2.2** RFPs that do not contain the aforementioned components may not be considered.

6. **EVALUATION AND SELECTION PROCESS**

An evaluation and selection process has been established, as follows:

6.1 **Evaluation of Responses to the RFP**

- 6.1.1 An Evaluation Panel (Panel) has been established and includes representatives from the Authority.
- 6.1.2 As proposals are received the Authority will affix a date and time stamp identifying the date and time of day the proposals were received by the Authority.
- 6.1.3 After the RFP submission deadline, the Authority will review the Proposal Packages to confirm receipt of proposals by or before the submission deadline. Proposals received on or before the submission deadline will be forwarded to the evaluation panel. Proposals received after the submission deadline will not be opened and will be rejected as non-compliant.
- 6.1.4 The Panel will review the proposals received in their entirety and may interview each Contractor. The Panel will rank the Proposals based on the evaluation and selection criteria as set forth in this RFP. Relevant results from the interviews, if needed, will be used by the Panel along with any other clarifications received, in their evaluation.

Proposal Evaluation Criteria	Possible Points
Executive Summary	5
Experience and Technical Competence	30
Proposed Method to Accomplish Work	10
Suitability of Project Design	10
Knowledge + Understanding of Environment	10
Project Organization + Key Personnel	10
Section 3 + Equal Opportunity Contracting	5
Financial Information	15
Change order + Litigation History	5
Total	100

- 6.1.5 The Panel scores each Proposal received and submits their evaluations to the Executive Director, or his designee.
- 6.1.6 The Executive Director, or his designee, shall compile the evaluation scores and rank the proposals received based on the Panel's evaluations.
- 6.1.7 The Executive Director may invite the top ranked proposer to an interview with the Panel for the purposes of meeting the proposer and for clarification.
- 6.1.8 The Executive Director will prepare the necessary documents and resolutions to the Authority's Board of Commissioners who will review the procurement recommendations made by the Executive Director. The Board of Commissioners has final authority for selection.

7. **PRE-PROPOSAL ACTIVITIES**

7.1 **Submission of Questions**

7.1.1 All questions are to be submitted via email to the Authority representative below.

Contact Person: Michele Craven

Email: Michele.Craven@arlingtonhousing.us

7.1.2 Questions received after the deadline for submitting questions may not be considered.

7.1.3 Clarifications deemed by the Authority to be material shall be issued by Addenda and uploaded to the Authority's online bidding services – Demandstar - and posted to the Authority's web site.

7.1.4 Only questions answered by formal written addenda shall be binding. Oral and other interpretations or clarifications shall be without legal effect. It is the Contractor's responsibility to become informed of any Addenda that have been issued and to include all such information in its Statement of Qualifications.

7.2 **Pre-Proposal Meeting**

7.2.1 A Pre-Proposal meeting will be held on *Tuesday, May 17, 2016, from 9:30 AM to 10:00AM, at the Authority's office located at 501 W. Sanford, Suite 20, Arlington, Texas, 76011.* All potential responders are strongly encouraged to attend.

7.3 **Pre-Proposal Site Walk**

7.3.1 The prospective Bidders are encouraged to attend the site walk. The purpose of the Site Walk is to acquaint Contractor's with current Site conditions.

7.3.2 A Pre-Proposal Site Visit is scheduled as follows:

Date: Tuesday, May 17, 2016
Time: 11:00AM
Location: 1602 Browning, Arlington, TX 76010

Date: Tuesday, May 17, 2016
Time: 11:30AM
Location: 3107 Selfridge, Arlington TX 76014

7.4 **Revision to the RFP**

The Authority, at its option, may respond to any or all questions submitted in writing in the **form of an addendum**. No other responses to questions, oral or written, shall be of any force or effect with respect to this solicitation. The changes to the Contract Documents through addendum are made effective as though originally issued with the RFP. The Contractors shall acknowledge the receipt of Addenda at the time of RFP submission.

8. SPECIAL CONDITIONS

8.1 General

8.1.1 The Authority reserves the right to cancel, in part or in its entirety, this RFP including but not limited to: selection schedule, submittal date, and submittal requirements. If the Authority cancels or revises the RFP, all potential Contractors will be notified in writing by the Authority.

8.1.2 The Authority reserves the right to interview and request additional information and clarifications from any responders to RFP.

8.2 Allocation of Risk

8.2.1 The selected Contractor shall indemnify and hold harmless the Authority for claims, suits, losses or damages arising out of the negligent acts, errors, or omissions of the Contractor, Subcontractors, or Subcontractors attributable to the design effort.

8.3 Acknowledgement of Addenda

8.3.1 The Contractor shall confirm in its response to this RFP, the receipt of all addenda that may be issued to this RFP. Failure to acknowledge all addenda issued, may result in the RFP being considered **non-responsive** and ineligible for further consideration.

8.4 Use of Pre-Design and Design Reports

8.4.1 The Contractor's proposal shall serve as the Pre-Design Report. If there is a change in design from what was originally submitted as the Contractor's Proposal, a Design Report shall be required.

8.5 Section 3 Outreach Requirements

8.5.1 HUD Section 3 regulations apply to this contract. An overview of the Section 3 program and requirements are included in Attachment F.

8.6 Prevailing Wage Rates

8.6.1 Federal Prevailing wage rates apply to this contract which can be found at www.wdol.gov.

ATTACHMENTS

ATTACHMENT A

PROJECT DESCRIPTION, REQUIRED WORK AND SERVICES, AND LOCATION MAP

Pre-proposal Site Visit:

A pre-proposal site visit will be scheduled immediately following the pre-proposal meeting. The site visit provides an opportunity to discuss and clarify this Request for Proposals. Nothing said or represented during the site visit shall be deemed to modify this RFP requirement unless followed by a written amendment. Proposers are encouraged to submit questions relative to this RFP in written form to the attention of Ms. Michele Craven at Michele.Craven@arlingtonhousing.us.

Estimated Project Cost:

Total project design and construction costs, including all designated government allowances, have been estimated to be approximately \$300,000.

Anticipated Award Period:

The Authority anticipates award of the projects associated with this RFP on or about **June 23, 2016**.

ROLES AND RESPONSIBILITIES

1. **Contractor.** The Contractor is solely responsible for the management (planning, full-time supervision, and contract coordination), design (professional) services and construction (including all labor, equipment, materials and inspections) to meet requirements of this solicitation.
 - a. **Responsibilities:** The A&E and/or General Contractor must ensure that all employees carry U.S. issued identification during working hours and show the identification to the representatives from the City, HUD, or the Authority upon request.
2. **Management.** The Contractor shall provide individuals in the capacities of Principal, Project Manager, Construction Supervisor, and Inspection/Testing Agent(s) as follows: The Principal or Project Manager shall have legal authority to represent the General Contractor. The Project Manager shall be the single point of contact for coordinating with the Authority. The Construction Supervisor shall coordinate construction work and associated contracts. The Construction Supervisor and/or Inspection and Testing Agents must certify delivery and functional/operating performance of contract work.
3. **Professional Services.** The Contractor shall provide required design and consultant services.

4. **Contracting Officer (CO).** The Authority's Contracting Officer (CO) has the authority to enter into, administer and/or terminate contracts, and make related determinations and findings. The CO will designate to the Contractor in writing the roles and responsibilities of other Authority staff as they relate to the execution of this contract. The CO for this project is David Zappasodi, Executive Director, Arlington Housing Authority.
5. **Project Manager (PM).** The Authority's PM is responsible for the general administration and coordination of procurement and administrative duties associated with the project. The PM will monitor contract/project progress, construction progress schedule, Periodic Estimate for Partial Payments processing, Change Order processing, grant compliance and will report directly to the CM. The PM for this project is Jessica Parry.
6. **Construction Manager (CM).** In support of the CO and PM, the Authority **may** enter into a separate contract to obtain Construction Management services to review design development and monitor construction inspections and tests. The CM shall have access to all areas of the construction site. The CM shall also have access to all construction drawings, files, records and test reports.

STATEMENT OF WORK

The Authority is seeking the services of a Contractor team to construct two (2) one story, three-bedroom, two-bathroom, single-family dwelling structures consisting of approximately 1,500 square feet (each). The Contractor will be responsible for developing conceptual and as-built design drawings for the building and site improvements.

One single-family dwelling shall be built at 3107 Selfridge Drive, Arlington, TX 76014, and one single-family dwelling shall be built at 1602 Browning Drive, Arlington TX 76010

The Contractor will be responsible for developing:

- Exterior building elevations;
- Interior elevations of the dwelling units;
- Detailed new-construction plans for site, building exterior, and building interior; and
- All necessary engineering plans, including but not limited to, structural, electrical, mechanical, and accessible.

The project includes the complete interior / exterior construction of two (2) residential dwelling units; one at 3107 Selfridge Drive and one at 1602 Browning Drive. The dwelling units shall be designed and constructed with materials acceptable to the City Planning and Community Development Department (design approval and to obtain a building permit) consisting of three-bedrooms, two-bathrooms, living room, kitchen, dining area, closet space, and attached garage. **The Contractor services include all services necessary to design and build the structures on each of the Authority's two housing sites.** These include, but are not limited to, full design phase services, scheduling, general contracting during the construction phase, certifications of occupancy, and project closeout. The design and construction must comply with the requirements of all applicable Federal, State, and City agencies having jurisdiction

over the project. The Contractor shall work to obtain approvals in increments that will facilitate the schedule. The completed project is to be a fully functioning turn-key facility.

Following the initial pre-qualification and shortlisting of prospective Contractors, the Authority will review the Contractor's design concept, partial schematic design drawings, and technical specifications for the dwelling units.

The funding source for this project is program income from the Federal Neighborhood Stabilization Program Grant which makes the project subject to the compliance of Federal Davis-Bacon prevailing wages and HUD Section 3 regulations (24 CFR 135).

DESIGN AND CONSTRUCTION REQUIREMENTS

Construction Document Services:

1. The Architect shall create permit-ready construction documents. Construction documents shall include drawn plans and written technical specifications. Authority shall provide Division 1 for Architect's inclusion in final technical specifications.

Agency Processing Services:

1. The Contractor shall procure all required governmental permits and approvals for the property so that it is immediately ready for construction permit application. Using scheduled allowances, Contractor shall pay for all plan fees and permit fees. Any and all administrative fees required to pull permits shall be included in the Contractor's response to this proposal.

Other Services:

1. The Contractor shall provide additional services as required or desired by the Authority including, but not limited to:
 - a) Technical services support during bidding and construction
Attendance at pre-proposal conference
 - b) Attendance at all necessary and requested site visits
 - c) Attend progress meetings and monthly draw meeting
 - d) Submittal reviews and recommendations
 - e) Draw review and approval
 - f) Scheduling and re-scheduling related to inspections
 - g) Issuance of Architectural Supplements as needed
 - h) Site visits, and corrections related to inspections
 - i) Marketing the completed projects to NSP qualified homebuyers

The Scope of Work for the **Contractor** includes, but is not limited to, the following:

1. Architectural and engineering design services
2. All work shall comply with current Federal, State, Local, and all other governing building code, ordinances, laws and guidelines

Project Schedule:

The Authority intends to have a fully executed contract with the selected Contractor on or before **July 1, 2016**. Work is to begin on or before July 1, 2016, following issuance of a Notice to Proceed (NTP).

Anticipated Graphic Submittals:

All drawings shall be made to scale. Plans and elevations are to be dimensioned. The format of the drawings is at the discretion of the Contractor. These are minimum requirements and additional exhibits, including special design features proposed, that shall be included as necessary.

1. The schematic architectural drawings shall delineate and detail features, materials, and options required for compliance with the RFP. Provide one (1) digital copy of the final drawings.
2. **Site Plan:**
Develop a site plan showing all buildings, site features, and on-site improvements at scale.
3. **Floor / Space Plans:**
A schematic floor plan with general representation of all core elements and structure, and all enclosed spaces.
4. **Elevations:**
Four color exterior building elevations of the building including indication and limits of all material types and colors.
5. All plans submitted to the Authority or City (for plans review and permit) and/or used in this project, shall be in black and white print.

Design Deliverables:

1. Plans and technical specifications shall be delivered to the Authority as a component part of the Contractor's response to this RFP.
2. Contractor shall provide final as-built drawings in PDF format.

Performance Requirements and Standards:

1. **Basic, minimum code performance:**

The Contractor shall comply with all current codes and regulation requirements. The completed project shall comply with, or exceed all Local, State and Federal Codes, Regulations and Applicable Standards.

2. Contractor Team will produce additional specifications necessary for the project that will be titled “**Technical Specifications**”.

Uniform Building Code
CADD and Drafting Standards

Building / Interior:

The building structures shall include; but are not limited to the:

- | | |
|---|---|
| 1. Kitchen cabinets (upper and base) | 22. Sprayed Acoustic on Ceiling |
| 2. Counter-tops | 23. Sliding Glass Door |
| 3. Doors and frames | 24. Back splashes at cooktop |
| 4. Closet doors and frames | 25. Closet shelves and rods |
| 5. Floor finishes | 26. Insulation / Caulking |
| 6. Wall bases | 27. Prepare, prime, and two-coat paint all unit interiors |
| 7. Range and Oven | 28. New unit signage (building address numbers) |
| 8. Range hoods | 29. Toilet tissue holder |
| 9. Refrigerators | 30. Shower curtain rods |
| 10. Kitchen sinks | 31. 24” towel bars |
| 11. Garbage disposals | 32. Electrical outlets and outlet covers |
| 12. Water closets | 33. Electrical light switches and switch covers |
| 13. Base cabinets / bathroom vanity | 34. Ceiling light fixtures |
| 14. Bathroom sinks | 35. Vanity light fixtures |
| 15. Bathroom tub / shower | 36. Bathroom exhaust fans |
| 16. Tape and texture walls and ceilings | 37. Porch and patio lights |
| 17. Tub and shower surround | 38. Thermostat |
| 18. Medicine cabinets | 39. Electrical distribution panel |
| 19. HV/AC systems | 40. Phone and cable jacks |
| 20. Window blinds | 41. Smoke / CO ₂ detectors |
| 21. Windows | |

Fumigation includes; but is not limited to, the:

1. Coordination of utility gas shut-down and turn-on.
2. Provide a three year warranty for termites.

Landscape Improvements (Drought-tolerant or otherwise)

1. Installation of sod
2. Installation of landscaping shrubs

Other Site Improvements include; but are not limited to the:

1. Removal and replacement of light poles and fixtures
2. All necessary site improvements to achieve a 100% accessible site as it relates to the 2 subject units.

Fencing:

1. Install perimeter fencing to enclose the rear yard.

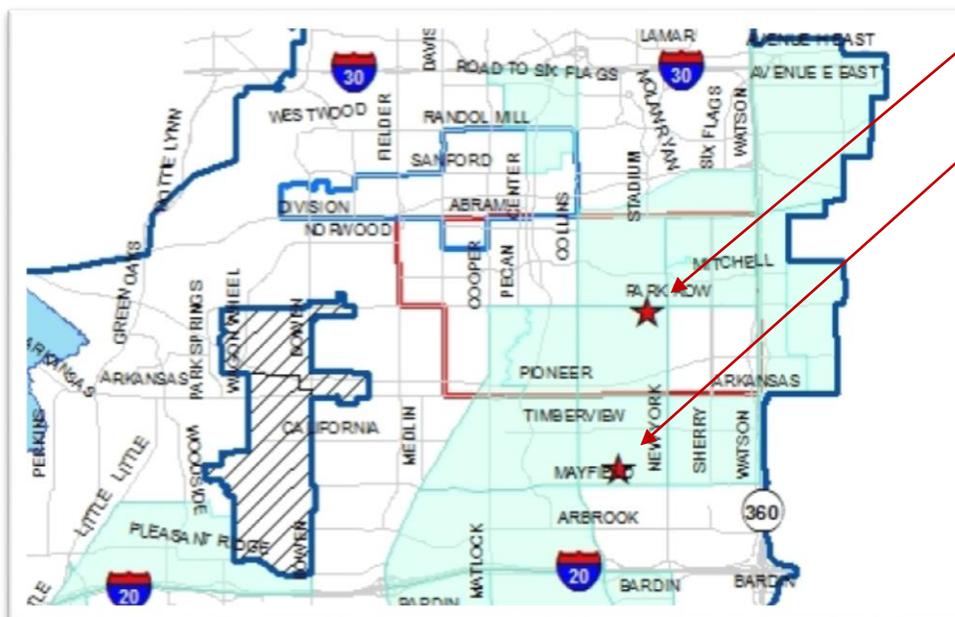
COMPLIANCE REQUIREMENTS HUD SECTION 3:

1. RFP process: To the greatest extent feasible, Contractor and subcontractors must make documented efforts to outreach to and award contracts to certified Section 3 Business Concerns, if there is a need to award contracts; and make documented efforts to hire certified Section 3 Residents, if there is a need to hire new employees. See Attachment F (Section 3 Certification of Compliance). Contractor is to sign and submit Attachment F during the RFP process.
2. RFP process: Contractor and first-tier subcontractors whose subcontract amounts exceed \$100,000 are required to submit a completed Section 3 and Equal Opportunity Contracting Project Utilization Plan. Contractor and applicable subcontractors are to submit Attachment G (NSP Program and FY2016 Income Limits) during the RFP process.
3. Contract Performance: Contractor and subcontractors are to maintain the required approved percentages of Section 3 participation throughout the term of the contract as reflected in their submitted Section 3 and Equal Opportunity Contracting Project Utilization Plans. Contractor and subcontractors whose Section 3 and Equal Opportunity Contracting Project Utilization Plan projected no new hires must, to the greatest extent feasible, hire certified Section 3 Residents if the need to hire occurs. The City and/or the Authority will conduct quality assurance checks to monitor compliance.

Federal Prevailing Wages:

This project requires the implementation and monitoring of Federal prevailing wages (Davis-Bacon).

Location Map



1602 Browning Dr.

3107 Selfridge Dr.

ATTACHMENT B

SUBMITTAL REQUIREMENTS AND EVALUATION CRITERIA

ATTACHMENT B

SUBMITTAL REQUIREMENTS AND EVALUATION CRITERIA

1. Addenda to this RFP (PASS/FAIL)

- 1.1. The Contractor shall confirm in its proposal the receipt of all addenda issued to this RFP, if any. Failure to acknowledge all addenda issued may result in the proposal being considered non-responsive and ineligible for further consideration.
- 1.2. The Contractor is **not** required to include copies of the actual addenda in its proposal.
- 1.3. No action is required by the Proposer if no addenda to the RFP is issued by the Authority.

2. Identification of the Contractor (PASS/FAIL)

- 2.1. Failure to provide the Identification of the Contractor may result in the proposal being considered **non-responsive** and ineligible for further consideration.
 - 2.1.1. Legal name and address of company
 - 2.1.2. Legal form of company (partnership, corporation, joint venture, etc.).
If joint venture, identify the members of the joint venture and provide all information required under this section for each member
 - 2.1.3. Year of establishment of entity
 - 2.1.4. If company is subsidiary of a parent company, identify the parent company
 - 2.1.5. Address of main office
 - 2.1.6. Address of local satellite office, if applicable
 - 2.1.7. Contact information for firm, including name, title, email address and telephone number
 - 2.1.8. Number of employees
 - 2.1.9. Applicable License (s):
 - 2.1.9.1. State Contractor's License Number, including expiration date and all classifications.

2.1.9.2. Professional Engineering/Architect License Number, including expiration date.

2.1.10. Name, title, address and telephone number of person to contact concerning the proposal

2.1.11. Submission of Forms identified in the RFP

3. Exceptions to this RFP (PASS/FAIL)

- 3.1. The Contractor shall certify that it takes no exceptions to this RFP and its attachments by signing and submitting the Certification of Exceptions to the Request for Qualification. If the Contractor does take exception(s) to any portion of the RFP, the specific portion of the RFP to which exception is taken shall be submitted to the Authority in writing prior to the Pre-submittal Meeting. Although the “Exceptions to the RFP” is an evaluation criterion, an exception may be determined by the Authority to be of such a material nature that such exception may cause the RFP to be considered at the sole discretion of the Authority, non-responsive.
- 3.2. Complete and Submit Forms in Attachment C (Certification of Exceptions to the Request for Qualifications and Statement Forms).

4. Executive Summary (5 Points Max)

- 4.1. Include a one- to two-page overview of the entire proposal describing highlights, including but not limited to the scope of work. Failure to provide the executive summary will result in the RFP being considered non-responsive and ineligible for further consideration.

5. Experience and Technical Competence (30 Points Max)

- 5.1. Describe Contractor’s experience in completing similar efforts. List a minimum of three (3) successfully completed projects within the past 5 years for both public and private clients of a similar nature with name of Owner’s Project Manager, phone numbers, project type, total value of completed construction and identify whether the work was for a public or private client. Projects currently in process may be submitted for consideration. Include in your client references projects and clients where the team has worked together.
- 5.2. Contractor shall include all design and/or building experience with single-family residential projects; number of projects completed pursuant to a Contractor or other form of contract; record of timely completion; number of projects completed on schedule; and experience with, specifically as applicable to affordable housing.

- 5.3. Contractor shall include all build experience with residential projects (including any Non-Contractor experience).
6. **Proposed Method to Accomplish the Work (10 Points Max)**
- 6.1. Describe in narrative form the Contractor’s technical and management approach to the design, construction, and start-up of the project. Discuss lines of communications necessary to maintain design schedule and construction schedules. This should not be a design concept, but rather a general discussion of how the team will execute the project.
7. **Project Design (10 Points Max)**
- 7.1 The Contractor shall submit detailed Architectural design drawings and project specifications including site plans, landscaping plan, concept drawings, etc., as specified in this RFP. [See Design and Construction Requirements including Anticipated Graphic Submittals]
8. **Knowledge and Understanding of Local “Environment” (10 Points Max)**
- 8.1. Describe experience working in the local “environment” and proposed local presence for interfacing with the Authority’s project management staff. The “environment” includes, but is not limited to: Authority and other HUD regulations and policies; local building codes; and other local design criteria and community issues.
9. **Project Organization and Key Personnel (10 Points Max)**
- 9.1. Describe proposed project organization and provide an **organizational chart**, including identification and responsibilities of key personnel. Indicate role and responsibilities of the Contractor. Indicate if and how local firms are being utilized to ensure a strong understanding of local laws, ordinances, regulations, policies, requirements, permitting, etc. Indicate extent of commitment of key personnel for duration of project and furnish **resumes** of key personnel. Provide indication of staffing level for the project. The Authority’s evaluation of the Contractor will consider the entire team, therefore no changes in team composition will be allowed without prior written approval of the Authority. Describe Contractor’s capacity to perform the work within the time limitations, considering and identifying Contractor current and planned workload and Contractor’s workforce.
- 9.2. The Contractor will assign a project superintendent to manage, coordinate and facilitate the field supervision staff for each of the various components of the project construction process. The major function of this position will be in addition to the normal superintendent’s daily workload, subcontractor interaction and production, and various field related coordination issues.

10. Section 3 and Equal Opportunity Contracting (5 Points Max)

10.1. Subcontractor Documentation

10.1.1. Documentation submitted in accordance with this section shall be included in an attachment, which shall be titled “Subcontractor Documentation” to the RFP.

10.1.1.1. Proposed participation of Section 3 Business Concerns and Diverse Businesses as subcontractors. Listing of Contractor’s proposed subcontractors (includes construction contractors, consultants, and designers). The Contractor shall use the Designation of Subcontractor/ Sub-consultant form located in Attachment D (Subcontractor form). Provide all the requested information, including the percentage of participation and identification of subcontractor’s ownership as a certified Section 3 Business Concern (Section 3), Minority Business Enterprise (MBE), Woman Business Enterprise (WBE), Disadvantaged Business Enterprise (DBE), Small Business (SB), Disabled Veteran Business Enterprise (DVBE), Emerging Local Business Enterprise (ELBE) and/or Small Local Business Enterprise (SLBE). Contractor complete and submit Attachment D.

11. Financial Information and Arrangements (15 Points Max)

11.1. The Contractor shall include with their Proposal a complete proposed cost for delivering the requested services (design and construction of two single-family residential homes as outlined in the RFP).

11.2. The Contractor shall provide with their Proposal a detailed worksheet identifying sources and uses, i.e.; available resources to cover their expenses and their costs associated with the design and construction elements for this Project.

11.3. If the Contractor is a Joint Venture, the Contractor shall address the proposed financial arrangements between the Joint Venture members as they relate to liability to the Authority for work to be performed under this Project.

11.4. The Contractor shall include with the RFP a copy of its Dun & Bradstreet financial rating report, if available, as well as the financial documents listed below:

11.2.1 Latest annual CPA Reviewed financial reports for the past 3 years

11.2.2 List of current contracts with completion percentage

11.2.3 List of all signed and/or anticipated future contracts

11.2.4 List of three (3) references including their contact information

11.2.5 Proof (Statement or Letter) of active and current line of credit

11.3. Clearly identify if the Contractor has filed for bankruptcy in the past 10 years. If so, the Contractor shall clearly explain the circumstances tied to the filing for bankruptcy.

11.4. Contractor shall provide a written statement from your surety that your firm is capable of providing payment & performance bonds in the amount of \$1 Million or more.

11.4.1 Contractor shall be subject to and must fully comply with all fee proposal conditions including 100% payment and 100% performance bonds. [Note: The Authority's estimated cost for the Project is approximately \$300,000.]

12. Change Order and Litigation History (10 Points Max)

12.1. Change Order History

12.1.1. Provide a spreadsheet that outlines the projects the Contractor has completed over the last 3 years; the original contract value of the list projects; the quantity of change orders for each project; and, the percentage of total change order dollar amounts to original contract value for each project. Provide non-owner initiated change order activity as a percentage of the total change order activity. Provide any explanation of change order activity by project that Contractor deems appropriate.

12.2. Litigation History

11.2.1. Provide a sealed letter that lists all litigations your firm or firms, if organized as a joint venture, was a party.

Total Points 100

RFPs that do not contain the aforementioned components may not be considered.

ATTACHMENT C

**CERTIFICATION OF EXCEPTIONS TO THE REQUEST FOR
QUALIFICATIONS & STATEMENT FORMS**

ATTACHMENT C

CERTIFICATION OF EXCEPTIONS TO THE REQUEST FOR PROPOSALS

Contractor of one (1) unit at 3107 Selfridge and one (1) unit at 1602 Browning

The undersigned, a duly authorized representative of _____
Company Name

hereby stipulates that _____ takes no exceptions to this
Company Name

Request for Proposals and its attachments as referenced in this RFP.

Authorized Representative Date

Authorized Representative's Title

Company

OR

The undersigned, a duly authorized representative of _____
Company Name

hereby stipulates that _____ takes the following exceptions
Company Name

to this Request for Proposals and its attachments as referenced in this RFP.

Authorized Representative Date

Authorized Representative's Title

Company

PROPOSERS DECLARATION

I, _____, hereby declare that I am the
Printed Name

_____ of _____
Title Name of Firm

Submitting this Proposal; that I am duly authorized to sign this Proposal on behalf of the above named firm; and that all information set forth in this Proposal and all attachments hereto are, to the best of my knowledge, true, accurate and complete as of its submission date.

The undersigned declares under penalty of perjury that all of the prequalification information submitted with this form is true and correct and that this declaration was executed in

_____ (County), _____, (State)

on _____ (Date).

(Signature)

NON-COLLUSIVE DECLARATION

(To Be Executed By Contractor and Submitted With RFP)

The undersigned declares:

I am the _____ of _____, the party making the foregoing RFP Proposal.

The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The Applicant has not directly or indirectly induced or solicited any other Applicant to put in a false or sham proposal. The Applicant has not directly or indirectly colluded, conspired, connived, or agreed with any Applicant or anyone else to put in a sham proposal, or to refrain from submitting a proposal response. The Applicant has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Proposal submittal information of the Applicant or any other Applicant. All statements contained in the Proposal are true. The Applicant has not, directly or indirectly, submitted his or her proposal response or any information contained therein, or divulged information to any corporation, partnership, company association, organization, or to any member of agent thereof to effectuate a collusive or sham proposal response, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of an Applicant that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that her or she has full power to execute, and does execute, this declaration on behalf of the Applicant.

I declare under penalty of perjury under the laws of the State of Texas that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

(Individual Signature)

(Partner Signature)

(Officer of Corporation Signature)

Subscribed and sworn to before me this _____ day of _____, 20_____

My Authority expires: _____

CONSENT TO PUBLIC DISCLOSURE BY DESIGN-BUILD CONTRACTOR

By providing the “Personal Information”, (if any) as defined in Section 1798.3(a) of the Civil Code of the State of Texas (to the extent that it is applicable, if at all), requested herein and by seeking a loan from, a grant from, a contract with, the sale of real estate to, the right to develop from, and/or any and all other entitlements from the HOUSING AUTHORITY OF THE CITY OF ARLINGTON, TEXAS (“AUTHORITY”) and/or the CITY OF ARLINGTON (“CITY”), the DESIGN-BUILD CONTRACTOR (CONTRACTOR) consents to the disclosure of any and all “Personal Information” and of any and all other information contained in this Public Disclosure Statement. CONTRACTOR specifically, knowingly and intentionally waives any and all privileges and rights that may exist under State and/or Federal Law relating to the public disclosure of the information contained herein. With respect to “Personal Information”, if any, contained herein, the CONTRACTOR, by executing this disclosure statement and providing the information requested, consents to its disclosure. CONTRACTOR is aware that a disclosure of information contained herein will be made at a public meeting or meetings of the AUTHORITY and/or the CITY at such times as the meetings may be scheduled. CONTRACTOR hereby consents to the disclosure of said “Personal Information”, if any.

CONTRACTOR represents and warrants to the Authority, the AUTHORITY and the CITY that by providing the information requested herein and waiving any and all privileges available under the State and Federal Law, (to the extent of this disclosure that the information being submitted herein), the information constitutes a “Public Record” subject to disclosure to members of the public in accordance with the applicable provisions of Local Government Code.

CONTRACTOR specifically waives, by the production of the information disclosed herein, any and all rights that CONTRACTOR may have with respect to the information under the provisions of applicable Local Government Code, to the extent of the disclosure herein, as well as all rights of privacy, if any, under the State and Federal Law.

Executed this _____ day of _____, 2016, at Arlington, Texas.

DESIGN-BUILD CONTRACTOR

By: _____

Signature

(Print name)

Title

PUBLIC DISCLOSURE CERTIFICATION

The DESIGN-BUILD CONTRACTOR, _____,
hereby certifies that this DESIGN-BUILD CONTRACTOR'S Statement for Public Disclosure and the
attached information/evidence of the Contractor's qualifications and financial responsibility, including
financial statements, are true and correct to the best of Contractor's knowledge and belief.

By: _____

By: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

WARNING: 18 U.S.C. 1001 provides, among other things, that whoever knowingly and willingly
makes or uses a document or writing containing any false, fictitious or fraudulent statement or entry, in
any matter within the jurisdiction or any department or agency of the United States, shall be fined not
more than \$10,000 or imprisoned for not more than five years, or both.

ATTEST:

Subscribed and sworn to before me this ____ day of _____, 201__.

Signature of Notary

My Authority Expires: _____

ATTACHMENT D

SUBCONTRACTOR FORM

DESIGNATION OF SUBCONTRACTOR / SUBCONSULTANT

Prime Contractor/Consultant: _____

Contact Name: _____

Address: _____ Phone: _____

Email: _____

Total Bid/Proposal Amount: _____ Total Awarded to Section 3, MBE, WBE and DVBE: _____

Please provide information for each sub-contractor/sub-consultant who will perform work, labor or render service to the prime contractor bidding on the project. Indicate whether sub-contractor/sub-consultant is a certified Section 3 Business Concern, MBE, WBE, or DVBE. Upon contract award, please submit proof of each listed certification.

If no subcontractors/sub-consultants are to provide services related to this contract, enter "None".

Prior to the issuance of job orders, task orders, work orders, purchase orders and/or contract renewals, the prime contractor/consultant may be required to submit an additional Designation of Subcontractor/Sub-consultant form for all subcontractors/sub-consultants to be utilized on the contract.

(Form must be completed in full – Use additional form is necessary)

Service/Trade Category:	Name, Address and Phone Number of Subcontractor/ Sub-consultant:	Professional License #, Classification & Expiration, if applicable:	Dollar Value:	% Of Total Prime Contract Award:	List Diverse Certification(s): Section 3, ELBE, SLBE, SB, DBE, MBE, WBE or DVBE

Submitted by: _____
(Firm)

Date: _____

(Printed Name and Title)

(Signature)

ATTACHMENT E

**CONTRACTORS CERTIFICATION OF
PENDING ACTIONS**

CONTRACTORS CERTIFICATION OF PENDING ACTIONS

As part of its bid or proposal (Non-Price Proposal in the case of Contractor contracts), the Bidder shall provide to the Authority a list of all instances within the past 10 years where a complaint was filed or pending against the Bidder in a legal or administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

CHECK ONE BOX ONLY.

- The undersigned certifies that within the past 10 years the Bidder has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers.

- The undersigned certifies that within the past 10 years the Bidder has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/REMEDIAL ACTION TAKEN

Contractor Name: _____

Certified By _____ Title _____
Name

_____ Date _____
Signature

USE ADDITIONAL FORMS AS NECESSARY

ATTACHMENT F

SECTION 3 CERTIFICATION OF COMPLIANCE

**SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968
CERTIFICATION OF COMPLIANCE**



CITY OF ARLINGTON

Section 3 Policy Manual

June 2010

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CITY OF ARLINGTON

SECTION 3 PLAN

Introduction

Section 3 is a policy mandated by the U.S. Congress by Section 3 of the Housing and Urban Development Act of 1968. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain U.S. Department of Housing and Urban Development (HUD) financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be directed toward low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

This plan covers Section 3 for HUD-funded community development assistance expended provided for housing rehabilitation, housing construction, and other public construction projects and activities funded through Community Development Block Grant (CDBG) program, HOME Investment Partnerships (HOME) program, Emergency Shelter Grant, and American Recovery and Reinvestment Act (ARRA).

I. Definitions

- a) **Grantee** means the City of Arlington.
- b) **Contractor** means any entity which contracts to perform work generated by the expenditure of Section 3 covered assistance, for work in connection with a Section 3 covered project.
- c) **Low-income** refers to a household with a gross household income that does not exceed 80 percent of area median income for the Fort Worth/Arlington metropolitan area.
- d) **Recipient** means the entity designated as a recipient for grant assistance directly from HUD of CDBG and HOME funding, includes, but is not limited to, any unit of local government, state government, or public or Indian housing authority. Recipient also includes any successor, assignee or transferees of any such entity, but does not include any ultimate beneficiary under the HUD program to which Section 3 applies and does not include contractors.
- e) **Section 3 Covered Activity** means any activity that is funded by Section 3 covered assistance.
- f) **Section 3 Covered Assistance** is defined by all applicable activities as defined at 24 CFR Part 135 Section 135.3.
- g) **Section 3 Business Concern** is defined in 24 CFR Part 135.

- h) **Subrecipient** means an entity that assists the City of Arlington to implement and administer its programs. Subrecipients are generally nonprofit organizations that assist the City of Arlington to undertake one or more activities such as administer a home rehabilitation or manage a job training program. Subrecipients are also referred to as subgrantees, community housing development organizations (CHDO's), community-based development organizations (CBDO's), public or private nonprofit agencies, developers, private agencies or institutions, mortgagors, limited dividend sponsors, builders, property managers, resident management corporations, resident councils, or cooperative associations;

Very low-income refers to households with a gross household income at or below 50 percent of area median income for the Fort Worth/Arlington metropolitan area.

II. City Responsibility

The City of Arlington, Community Development and Planning Department shall ensure compliance with the statutory and regulatory requirements of Section 3 in its own operations, and those of covered contractors and subrecipients. These responsibilities include:

- a) Making efforts to meet the minimum numerical goals found at 24 CFR Part 135.30;
- b) Complying with the specific responsibilities at 24 CFR Part 135.32; and
- c) Submitting Annual Summary reports in accordance with 24 CFR Part 135.90.

A grantee's combined investment in excess of \$200,000 of CDBG and or HOME funding into projects arising in connection with *housing construction, demolition, rehabilitation, or other public construction* makes the requirements of Section 3 applicable to all individual properties that receive services with these funds – regardless of the actual amount that is spent on each individual unit/property.

If covered contractors receive awards that exceed \$100,000 for the construction and/or rehabilitation activities listed above, responsibility for Section 3 compliance is shared with that contractor (with the exception of the submission of the Section 3 Annual Report, form HUD 60002, which must be submitted by the direct recipient of covered funds).

If no contractor receives an award exceeding \$100,000, responsibility for complying with the requirements of Section 3 stays with the City of Arlington. Specifically, the City of Arlington shall be responsible for awarding 10 percent of the total dollar amount of all covered contracts to Section 3 business concerns. Each subrecipient/contractor must fulfill the responsibilities as outlined in this Section 3 Plan.

III. Section 3 Plan Requirements

To ensure that to the greatest extent possible contracts for work are awarded to business concerns located or owned in substantial part by persons residing in the Section 3 covered area, as applicable to the CDBG and HOME programs, the City of Arlington has developed and hereby adopts the following plan;

- a) The Section 3 plan shall apply to all services needed in connection with all CDBG and HOME activities and projects including but not limited to business in the fields of planning, consulting, design, building, construction/renovation, maintenance and repair, acquisition, and any eligible activity under the CDBG and HOME Program.
- b) The Section 3 covered project area for the purpose of this grant shall include the City's CDBG and HOME subrecipients.
- c) When in need of services, the City of Arlington and/or subrecipients/contractors will make efforts to identify suppliers, contractors or subcontractors located in the Section 3 area. Resources for this identification shall include local directories, minority and small business administration local offices, and word of mouth recommendations.
- d) The City of Arlington and subrecipients/contractors must include the requirements of Section 3 in all contracts executed under the CDBG and HOME Program. Where deemed necessary, listing from any agency not in c) above shall be included as well as source of subcontracts and suppliers.
- e) The prime contractor selected for major public works facility or public construction work must submit a Section 3 plan that outlines the work to be undertaken in connection with the project. Should a need exist to hire any additional personnel; the contractor must contact the local Center for Continuing Education and Workforce Development in which the project is located. The contractor will post that new hire position and the training opportunity with the local Center for Continuing Education and Workforce Development. All interested parties in the new hire position shall be referred to the contractor.
- f) Each contract between the CDBG subrecipient and/or contractor must include the contract clauses as mandated from the Community Development and Planning Department, Grants Management Division And the U.S. Department of Housing and Urban Development (HUD).

IV. Contractor Requirements

Each recipient of Section 3 covered financial assistance (and their contractors or subcontractors) are required to comply with the requirements of Section 3 for new employment, training, or contracting opportunities that are created during the expenditure of covered funding. This responsibility includes:

- a) Implementing procedures to notify Section 3 residents and business concerns about training and employment opportunities generated by Section 3 covered assistance;

- b) Implementing procedures to notify Section 3 business concerns about the availability of contracting opportunities generated by Section 3 covered assistance;
- c) Notifying potential contractors completing work on Section 3 covered projects of their responsibilities;
- d) Incorporating the Section 3 Clause (verbatim) into all covered solicitations and contracts [See 24 CFR Part 135.38];
- e) Facilitating the training and employment of Section 3 residents and the awarding of contracts to Section 3 business concerns;
- f) Assisting and actively cooperating with the Community Development and Planning Grants Management Division in obtaining the compliance of contractors and subcontractors;
- g) Refraining from entering into contracts with contractors that are in violation with the Section 3 regulations;
- h) Documenting actions taken to comply with Section 3; and
- i) Submitting Section 3 annual Summary Reports (form HUD-60002) in accordance with 24 CFR Part 135.90 to the City of Arlington

V. Section 3 Compliance

As with all other covered programs, the Community Development and Planning Department, Grants Management Division makes determinations regarding Section 3 compliance based upon the subrecipient/contractor meeting the minimum numerical goals set forth at 24 CFR Part 135.30. The City will administer programs designed to meet the numerical goals set forth at 24 CFR Part 135.30 to the greatest extent feasible.

Subrecipients/contractors that fail to meet the numerical goals listed in contractual agreements bear the burden of demonstrating why it was not possible. Such justifications should describe the efforts that were taken, barriers encountered, and other relevant information that will allow the Community Development and Planning Department, Grants Management Division to make a determination regarding compliance. Each recipient of CDBG funding will be required to submit Section 3 summary data to the Community Development and Planning Department, Grants Management Division.

Availability and Access to Records: The Section 3 performance report will be available to the public. The information will be made available in a form accessible to persons with disabilities upon request to the Grants Coordinator-Compliance, Community Development and Planning Department, MS 01-0330, P.O. Box 90231, Arlington, Texas 76004-3231, Tel. (817) 459-6221, Fax (817) 459-6253.

Citizens, public agencies, and other interested parties will have reasonable and timely access to information and records relating to the Section 3 plan. These records include the State's use of assistance under the programs covered during the preceding five years. All records that are public under G.S. 132 will be made accessible to interested individuals and groups during normal working hours.

Complaints: At any time, citizens may submit complaints related to the Section 3 Plan and the Section 3 performance report by writing the Director of Community Development and Planning, Mail Stop 01-0260, PO Box 90231 Arlington, TX 76004-3231. The City will provide a written response to every written citizen complaint that relates to the Section 3 Plan within 15 working days.

Any Section 3 resident or business concern that feels that the Section 3 regulations were not complied with may file a complaint directly to the Office of Fair Housing and Equal Opportunity at the following address:

Fort Worth Regional Office of FHEO
U.S. Department of Housing and Urban Development
801 Cherry Street, Unit #45, Suite 2500
Fort Worth, Texas 76102
(817) 978-5900
1-800-669-9777
TTY (817) 978-5595

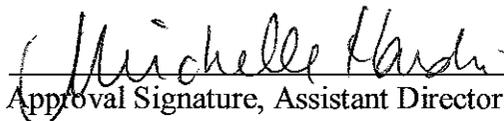
Or a complaint may be filed directly to the Assistant Secretary for Fair Housing and Equal Opportunity at the following address:

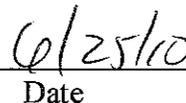
The Assistant Secretary for Fair Housing and Equal Opportunity
Attn: Office of Economic Opportunity
U.S. Department of Housing and Urban Development
451 Seventh Street, S.W.,
Room 5100
Washington, D.C. 20410-2000

A written complaint should contain:

- Name and address of the person filing the complaint
- Name and address of subject of complaint (HUD recipient, contractor or subcontractor)
- Description of acts or omissions in alleged violation of Section 3
- Statement of corrective action sought i.e. training, employment or contracts

The Director or designee of Community Development and Planning retains the authority to execute discretion regarding this policy's implementation, as necessary, to achieve the City's strategic initiatives effectively.


Approval Signature, Assistant Director


Date

ATTACHMENT A

Section 3 Clause – Contract Language

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative or workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and

subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

ATTACHMENT B

Section 3 - Employment Opportunity Data

**The City of Arlington, Texas
Eligibility for Preference**

A Section 3 resident seeking the preference in employment and/or training provided by this part shall certify, or submit evidence to the recipient contractor or subcontractor, if requested, that the person is a Section 3 resident, as defined in Section 135.5.

**Certification for Resident Seeking
Section 3 Preference in Training and Employment**

I, _____, am a legal resident of Arlington, Texas, and meets the income eligibility guidelines for a _____ low-income or _____ very low-income person (check one) as established by the U.S. Department of Housing and Urban Development for the Fort Worth/Arlington metropolitan area (see table below).

My permanent address is: _____

I have attached the following documentation as evidence of my status:

- _____ Copy of Lease
- _____ Previous Year Tax Return
- _____ Copy of receipt of public assistance
- _____ Copy of evidence of participation in public assistance program
- _____ Other _____

Signature

Date

Print Name

ATTACHMENT B

Section 3 – Income Limits

All residents of Arlington receiving housing benefits through the Arlington Housing Authority, whether Section 8 vouchers or through the tenant-based rental assistance program, qualify as Section 3 residents. Additionally, any resident of Arlington, Texas who meets the income requirements as set forth below can also qualify for Section 3 status.

A picture identification card and proof of current residency is required.

2016 GROSS HOUSEHOLD INCOME ELIGIBILITY LIMITS

Effective March 28, 2016

Arlington Area Wide Median Income - \$69,400

Persons per Household	Very Low Income Limits (50%)	Low Income Limits (80%)
1	\$24,300	\$38,850
2	\$27,800	\$44,400
3	\$31,250	\$49,950
4	\$34,700	\$55,500
5	\$37,500	\$59,950
6	\$40,300	\$64,400
7	\$43,050	\$68,850
8	\$45,850	\$73,300

ATTACHMENT C

**Certification for Business Concerns Seeking Section 3 Preference
In Contracting and Demonstration of Capability**

Name of Business: _____

Business Address: _____

Type of Business: Corporation Partnership
 Sole Proprietorship Joint Venture

Attached is the following documentation as evidence of status:

For business claiming status as a Section 3 resident-owned enterprise:

- Copy of Section 8 paperwork
- Copy of TBRA paperwork
- Copy of receipt of public assistance
- Other _____

For business entity as applicable:

- Articles of Incorporation Business License
- Partnership Agreement Assumed business name certificate
- Other _____

For business claiming Section 3 status by subcontracting 25% of contract award to qualified Section 3 businesses:

- List of subcontracted Section 3 business(es) and subcontract amount

For business claiming Section 3 status, claiming at least 30% of current workforce are Section 3 residents or were Section 3 eligible residents within 3 years of date of first employment with business:

- List of all current full-time employees
- List of employees claiming Section 3 status
- List of employees receiving Section 8 or TBRA assistance less than 3 years from day of employment
- Other evidence of Section 3 status _____

Evidence of ability to perform successfully under the terms and conditions of the proposed contract:

- Current financial statements
- List of owned equipment
- List of all contracts for the past two years, include type of work, amount of contract

Authorizing Name/Signature

Date

ATTACHMENT C – Alternative Option

Section 3 Self-Certification

Your company is eligible for Section 3 Certification if any of the following apply:

- 51% of your Company is owned by Section 3 qualified persons (see qualification guidelines below).
- 30% or more of your permanent, full-time employees are Section 3 qualified persons.
- You can provide evidence of a commitment to subcontract in excess of 25% of the amount of all subcontractors to other Section 3 certified companies.

A Section 3 qualified person must:

1. Live in the city of Arlington.
2. Currently or within the first three years of the date of hire meet or fall below the following income limits.

Household Size	1	2	3	4	5	6	7	8
Maximum Income	\$37,370	\$43,150	\$48,550	\$53,900	\$58,250	\$62,550	\$66,850	\$71,150

(effective June 26, 2010 for the Fort Worth/Arlington metropolitan area)

- I would like to self-certify my company as being Section 3 qualified, in accordance with the category indicated above.
- My Company is not Section 3 qualified.

I certify that all of the information on this form is true and correct and that all income is reported. I understand this information is being given for the receipt of federal funds, that the information on this application may be verified, and that deliberate misrepresentation of the information may subject me to prosecution under applicable state and federal laws.

Signature _____ Title _____ Date

Company Name: _____

Address: _____

Telephone Number/E-mail: _____

Your Name: _____

Project Name: _____

ATTACHMENT G

**NEIGHBORHOOD STABILIZATION PROGRAM (NSP)
AND FY2016 INCOME**

NEIGHBORHOOD STABILIZATION PROGRAM (NSP) AND FY2016 INCOME LIMITS

This project must meet the U.S. Department of Housing and Urban Development (HUD) NSP requirements and site applicable regulations and policies in this RFP.

- **Environmental Review** -- All properties assisted under this RFP are subject to an Environmental Review by the CITY prior to acquisition, demolition, rehabilitation or new construction. The AUTHORITY will submit the project site address, parcel identification number, and year the unit was built to the CITY, which will conduct the environmental review in compliance with 24 CFR Part 58. If the project passes the Environmental Review, the CITY will issue a Notice to Proceed, and the developer may move forward with the approved new construction activity.
- **Construction**– In all work under this RFP, contractors must adhere to all applicable State and Local laws, codes, zoning and other requirements relating to construction, rehabilitation and housing safety, quality, and habitability. In addition:
 - Rehabilitation – All NSP-assisted rehabilitation must be in compliance with the rehabilitation standards in the state or local jurisdiction’s NSP substantial amendment.
 - Construction or rehabilitation supported with NSP funds will be required to conform to 24 CFR 570.603 of the CDBG regulations, as applicable.
 - Per NSP Policy: For NSP projects, residential properties containing **fewer than 8 units are exempt from Davis-Bacon** (see Section 110(a), Housing and Community Development Act (HCDA) of 1974). The **eight-unit threshold** applies to the number of units on a property; not the number of units being rehabilitated or constructed nor the number of units funded by NSP dollars. A property is defined as one or more buildings on an undivided lot or on contiguous lots or parcels which are commonly-owned and operated as one rental, cooperative, or condominium project. Single-family, homeowner properties are generally exempt from Davis-Bacon.
- **Property Standards** -- All newly constructed or rehabilitated projects funded with NSP funds must meet local codes and zoning ordinances. Plans should be of good design that will enhance the quality of life for residents.
- **Energy Efficiency** -- Plans must incorporate energy efficiency measures through materials, heating, ventilation and air conditioning (HVAC) systems, building design, and site orientation.
- **Lead-Based Paint** -- If a rehabilitated home was originally placed into service prior to January 1, 1978, rehabilitation must comply with HUD lead-based paint rules (24 CFR Part 35 and 24 CFR Section 570.608). A lead-based paint risk assessment for lead-based paint hazards shall be conducted, and rehabilitation work must be done by contractors meeting the requirements of the HUD rule and the EPA Renovation, Repair and Painting rule. All purchasers and tenants of NSP assisted structures constructed prior to 1978 must be notified of the hazards of lead-based paint poisoning.

- **Sale Price Limitation** – Per the HERA statute, the price for selling homes to assisted households under NSP cannot exceed the cost to acquire and redevelop/rehabilitate the home plus related costs. In determining the sale price, maintenance costs, such as boarding up units, lawn mowing etc., cannot be included.
- **Buyer Requirements** – The following requirements pertain to the sale of the homes to eligible buyers:
 - Occupancy by Low Moderate Middle Income Households – All units assisted with NSP funds must serve households with incomes at or below 120% of the AMI. One property located at 1602 Browning will be constructed exclusively for a family with an income not to exceed 50% of the AMI.
 - Buyer Note and Mortgage – All NSP funds will be secured by a mortgage and note and will be provided in the form of a zero interest deferred loan consistent with the Affordability Period requirements listed below.
 - Primary Residence -- Homes acquired, rehabilitated and sold under this RFP must be in use as a primary residence.
 - Homebuyer Counseling – All homebuyers that are assisted through NSP funds must be provided at least 8 hours of homebuyer counseling through a HUD-certified homebuyer counseling organization. Potential homebuyers must provide a copy of the Homebuyer Education Certificate of Completion, prior to closing.
 - Affordability Period – NSP assisted units must meet the affordability requirements for not less than the applicable period specified, beginning after project completion. Affordability requirements apply regardless of the term of any loan or mortgage or the transfer of ownership. They are imposed by note and mortgage provided by the NSP grantee or affiliate and naming the grantee as mortgagee.

<u>NSP Funds per Unit</u>	<u>Min Years of Affordability</u>
Less than \$15,000 NSP funds/unit	5 Years
\$15,000 - \$40,000 NSP funds/unit	10 Years
Greater than \$40,000 NSP funds/unit	15 Years

(See NSP Income Limits on Page 39)

NSP Income Limits
FY2016 NSP Income Limits; Effective March 2015

Persons per household	50% of AMI	120% of AMI
1	\$24,300	\$58,300
2	\$27,800	\$66,600
3	\$31,250	\$74,950
4	\$34,700	\$83,300
5	\$37,500	\$89,950
6	\$40,300	\$96,600
7	\$43,050	\$103,250
8	\$45,850	\$109,950