



**REQUEST FOR PROPOSAL**  
**FOR**  
**RETAIL ELECTRIC SERVICE PROVIDER**  
**THE HOUSING AUTHORITY**  
**OF**  
**THE CITY OF LAREDO**

All proposals to be submitted on or before:  
**2:00 P.M., October 22, 2014**

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## **1. Statement of Purpose**

The Housing Authority of the City of Laredo is seeking proposals from qualified Retail Electric Providers (REPs) for electric service to meet the electricity requirements of all of its accounts. The service shall begin on the first meter reading on or after November 30, 2014.

The Housing Authority of the City of Laredo has approximately 56 Electric Service Identifiers (ESI IDs) on the AEP Texas Central delivery system (AEP). These ESID's are a combination of IDR metered, scalar metered and un-metered locations (as defined by AEP Texas Central).

The provision of a safe, reliable and high-quality electricity supply is essential to the Housing Authority of the City of Laredo.

The Housing Authority of the City of Laredo seeks a REP that is prepared to provide a reliable supply of electricity, associated services and a high level of customer service. The pricing options submitted by REPs to this RFP for these services must be competitively priced and offer ongoing value to the Housing Authority of the City of Laredo.

## **2. Background**

The Housing Authority of the City of Laredo is located in Webb County, Texas. The Housing Authority of the City of Laredo's Executive Director and LHA staff are responsible for ensuring that electricity services are provided to all Housing Authority of the City of Laredo facilities in a safe, reliable, and fiscally responsible manner. Key objectives for the Housing Authority of the City of Laredo include minimizing energy costs, ensuring no interruption of power at key facilities, and maintaining a close working relationship with energy suppliers.

## **3. General Provisions**

### **Power Supply**

The REP is expected to supply the included ESI ID's firm, total electricity power supply requirements. The successful REP will have full responsibility for meeting any and all load following requirements and for supplying all line losses and providing all necessary Electric Reliability Council of Texas (ERCOT) ancillary services. All of the aforementioned responsibilities/services must be included in the pricing proposal.

In the event REP fails to properly schedule all of the Housing Authority of the City of Laredo's electricity requirements with ERCOT, the REP shall be responsible for the full replacement cost of power to serve the Housing Authority of the City of Laredo's loads.

### **Proposal Submission Date**

Proposals must be delivered **no later than 2:00 p.m., October 22, 2014 and all proposals received will be publicly acknowledged at 10:00 a.m. on October 23, 2014.** Late proposals will not be accepted. The Housing Authority of the City of Laredo reserves the right to issue additional instructions or requests for additional information, which may extend this due date, should it be determined by the Housing Authority of the City of Laredo as being in its best interest.

### **Format of Proposal**

Two (2) printed copies of proposals must be received by the Housing Authority of the City of Laredo on or before the submittal deadline and shall be delivered to:

Hand Delivered/Courier Service:

Purchasing Department  
Housing Authority of the City of Laredo  
2000 San Francisco Ave.  
Laredo, TX 78040

US Postal Service Address:

Purchasing Department  
Housing Authority of the City of Laredo  
2000 San Francisco Ave.  
Laredo, TX 78040

Only proposals delivered or mailed out to the Purchasing Department of the Housing Authority of the City of Laredo by the Proposal due date and time will be considered.

All proposals should contain all the required information in this RFP to allow the Housing Authority of the City of Laredo to properly evaluate submissions.

### **Inquiries/Contact Information**

The Housing Authority of the City of Laredo specifically instructs all interested parties to restrict all contact and questions regarding this Request for Proposal to written communications forwarded to the Housing Authority of the City of Laredo.

Contact information is:

**Bulmaro Cruz.**

**Email: [bulmaro@larha.org](mailto:bulmaro@larha.org)**

All interested retail electric providers that receive this Request for Proposal are responsible for notifying the Housing Authority of the City of Laredo that it is in receipt of this Request for Proposal package, and shall provide to the Housing Authority's the retailer's name, contact person address, telephone number, email address of contact person and fax number, in the event the Housing Authority of the City of Laredo issues Addenda to this Request for Proposal or provides written answers to questions. Load data will be forwarded via email by Bulmaro Cruz to all REP's that are interested in responding to this RFP.

### **3. Pricing and Term**

The Housing Authority of the City of Laredo is interested in receiving fixed price proposals for one, two, three, four, and five year terms. Changes in monthly usage due to facility expansions will be provided prior to seeking best and final pricing and contract execution. All pricing should be based on the historical usage data as provided by AEP Texas.

#### **Contract Term:**

The Housing Authority of the City of Laredo's existing contract extends through the regularly scheduled meter reads after November 30, 2011. All pricing should be quoted based on this start date.

The fixed price proposal should include energy only prices for all generation services and ERCOT/Ancillary Service Charges that include capacity, energy, congestion, UFE, losses, ERCOT Administration Fees, all required ancillary services, renewable energy credits, balancing energy, QSE Fees, and other ERCOT assessments.

The "Pass Through" charges consist of the following: TDSP charges, TDSP discretionary fees, state gross receipts tax, and PUCT assessment fees. The Housing Authority of the City of Laredo is exempt from state and local sales use taxes. All pass through charges shall be at cost with no mark up.

Pricing should anticipate net 30 days payment terms. However, if your firm offers any form of early pay discounts, or pre-pay discounts, please indicate those options in your proposal.

**Addition and Deletion of Accounts.** The contract should provide for the ability of the LHA to add or delete accounts if the cumulative net impact of the additions and deletions is 10% or less of the aggregated forecasted usage. In addition to stating whether there is a price impact due to a risk premium for the 10% (and if so, the amount of the price impact), please state whether any such price impact would change if the add/delete tolerance were reduced to 5% or increased to 15% and if so, the amount of any such price impact. Please also state if there is an add/delete tolerance that would not create any price impact or risk premium.

The Housing Authority of the City of Laredo requests that individual ESI ID monthly billing data be included in Excel format delivered electronically by email to the Housing Authority of the City of Laredo when the monthly bill is delivered.

#### **4. Statement of Qualifications and Proposal**

The qualifications and operational capabilities of prospective energy suppliers are fundamental criteria, which the Housing Authority of the City of Laredo will assess in selecting a preferred REP.

Each proposal should include all of the following information:

1. A short description of the REP's corporate (or other) entity that will be supplying electric power. Include a list of Texas offices and the contact information (including email address) for the REP's primary representative.
2. A description of the REP's ownership structure and a list of any affiliate companies that do business in Texas,
3. A copy of REP's most recent audited financial statements, and current debt rating for the entity that will be supplying the power (the REP) or for the entity that provides credit assurance to the REP. If the REP is relying on a parent's credit for qualification, a parental guarantee must be included.
4. A general summary of existing electric capacity under contract within ERCOT (location, term and amount under contract).
5. Information on the number of meters currently being served by REP. The number does not have to be exact and can be rounded to the nearest 100 meters.
6. A statement agreeing to the Housing Authority of the City of Laredo's Contract – Terms and Conditions contained in RFP. The Housing Authority of the City of Laredo's terms and conditions are attached as appendix A and made part of these specifications.
7. State how you plan to ensure that all the Housing Authority of the City of Laredo ESI ID's will be timely switched on the first meter reading date in December 2011. What assurances and financial guarantees will you provide in the event that any of the Housing Authority's ESI ID's incur charges from their existing supplier or are dropped either to the affiliated REP or the POLR that will keep the Housing Authority of the City of Laredo financially whole?
8. Provide a sample of your firm's proposed invoice under your billing system.  
The Housing Authority of the City of Laredo prefers that they receive only one summary bill package per month. Invoices must be delivered in one envelope. The Housing Authority also requests that monthly billing data be delivered electronically on an Excel spreadsheet that corresponds to the ESI ID's in ascending order.
9. Reference list of current electric customers in Texas. This list should contain no less than three (3) clients which may be contacted as a reference, and should preferably include at least one (1) public agency.

10. Describe a specific plan to address the Housing Authority of the City of Laredo's needs for reliable delivery services, including protocols for reporting outages to the TDSP, restoring power following an outage, arranging for construction services, resolving billing disputes, and other reliability issues. Respondents should provide evidence demonstrating that they have established good working relationships with AEP Texas.

11. Respondent must be a Registered Retail Electric Provider by the Public Utility Commission of Texas or have legislative authority to sell Electricity in Texas. Provide your Certification number, if applicable, in your response.

12. Provide a hard copy of and an unprotected electronic copy of your company's electric contract in Microsoft Word format (including any attachments, confirmation sheets and related documents).

13. Provide a statement the REP is not presently debarred, suspended, declared ineligible, or voluntarily excluded from participating in any state or federal program.

## **5. Selection Process**

This RFP contemplates a multi-step selection process, commencing after receipt of proposals and concluding; if it is in the best interest of the Housing Authority of the City of Laredo, with the signing of a power supply contract(s) to serve the Housing Authority's ESI ID's. It is the Housing Authority's intent to determine the best value offer for the Housing Authority.

1. Step one will consist of a thorough review of the respondent's qualifications utilizing economic and non-economic criteria.
2. Step two will allow for the Housing Authority of the City of Laredo to request and receive clarifications of the REPs proposals, if necessary.
3. Step three will be to shortlist the REPs based upon the evaluation criteria in section 7.
4. Step four will consist of negotiations with one or more of the finalists.
5. Step five consists of requesting final, transactional offers from one or more finalists.
6. Step Six will be the awarding and execution of a contract with the respondent which is deemed most advantageous to the Housing Authority of the City of Laredo.

The Housing Authority of the City of Laredo reserves the right to accept any Proposal, reject any or all Proposals, re-solicit other Proposals, and to issue a new RFP in the event that all Proposals are rejected, or that the Housing Authority of the City of Laredo deems otherwise appropriate. Such a determination will be based solely on the judgment of the Housing Authority of the City of

Laredo. The Housing Authority of the City of Laredo has no obligation to inform any Respondent of the factors the Housing Authority may consider in reaching such judgments. The Housing Authority of the City of Laredo reserves the right to revise this RFP, including the desired specifications and requirements for Proposals, at any time. The Housing Authority of the City of Laredo further reserves the right to accept Proposals other than the lowest cost Proposal. REPs should recognize that factors other than cost, as previously mentioned, will be considered during the Proposal evaluation process.

## **6. Schedule**

Release of RFP: September 22, 2014  
RFP due: at 2:00 P.M. on October 22, 2014

The Housing Authority of the City of Laredo reserves the right to modify this schedule if in its sole opinion believes such modifications are necessary.

## **7. Evaluation Criteria**

The Housing Authority of the City of Laredo is seeking an energy supplier that will assist the Housing Authority in developing an appropriate energy strategy to maximize cost reduction aligned with the Housing Authority's energy budget. A Housing Authority of the City of Laredo selection committee will evaluate and short list the responses to this Request for Proposal. Respondents will be assessed against the following with the relative weights in parenthesis:

Financial Robustness and Experience (20%)  
Customer Care (20%)  
Pricing (60%)

The Housing Authority of the City of Laredo will assess the:

- Level of experience in retailing electricity sales within the State of Texas.
- Capabilities relating to the management of operations including corporate assets and customer base.
- Pricing flexibility and options over the proposed energy services period.
- Approach to and demonstrable performance in customer care and customer commitment.

The Housing Authority of the City of Laredo reserves the right to consider any other factors that may be relevant to its power and energy needs.



## **8. Costs incurred in responding**

All costs directly or indirectly related to the preparation of a Proposal in response to this RFP, and any oral presentation required to supplement and/or clarify a Proposal which may be required by the Housing Authority of the City of Laredo, shall be the sole responsibility of and borne by REP incurring such costs. The Housing Authority of the City of Laredo will not reimburse any REP for any cost incurred in the preparation or submission of a Proposal and/or in negotiating an agreement resulting from a Proposal.

## **9. Supplemental Information**

The Housing Authority of the City of Laredo reserves the right to request additional information from individual REPs, or to request all REP's to submit supplemental materials in fulfillment of the content requirements of this RFP, or to meet additional information needs of the Housing Authority. The Housing Authority of the City of Laredo, in its sole discretion, also reserves the right to unilaterally waive any technical or format requirements contained in the RFP, and amend, or modify any provisions of this RFP at any time prior to the award if it is in the best interest of the Housing Authority of the City of Laredo to do so.

## **10. Open Records**

Following the award of a contract, responses to this RFP are subject to release as public information unless the response or specific parts of the response can be shown to be exempt from the Texas Public Information Act. All REPs are advised to consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information. The Housing Authority of the City of Laredo assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by respondents.

## **11. REP Understanding of RFP**

By submitting a signed proposal, a respondent represents that it fully understands this RFP and shall abide by its terms and conditions. No exceptions, amendments, or deviations from this RFP shall be allowed in any proposals unless agreed to in writing and prior to the date that responses to questions are due. Unauthorized exceptions, amendments, or deviations in the response may result in disqualification of the proposal.

## **12. Performance Requirements**

The RFP, along with the successful proposal in response to it, shall be incorporated as part of the Contract by reference; any modifications or clarifications agreed during contract negotiations shall be incorporated into the finally executed contract.

**Appendix A**  
**TERMS AND CONDITIONS OF INVITATIONS FOR PROPOSALS**

**GENERAL CONDITIONS**

Vendors are required to submit proposals upon the following expressed conditions:

- (a) Vendors shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the Housing Authority of the City of Laredo (LHA) shall not be cause to alter the original contract or for a vendor to requests additional compensation.
- (b) Vendors shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the Proposal conditions. No pleas of ignorance by the vendor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the vendor to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the LHA or the compensation to the vendor.
- (c) Vendors are advised that LHA contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

**1. PREPARATION OF PROPOSALS**

Proposals will be prepared in accordance with the following:

- (a) All information required by the proposal form shall be furnished. The vendor shall print or type the business name and manually sign the schedule.
- (b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
- (c) Alternate proposals will not be considered unless authorized by the invitation for proposals or any applicable addendum
- (d) Proposed delivery time must be shown and shall include Sundays and holidays
- (e) All persons doing business with LHA are hereby made aware that LHA is exempt from paying Federal taxes or State of Texas limited sales tax. An exemption certificate will be furnished upon request.

**2. DESCRIPTION OF SUPPLIES**

Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Vendor is required to state exactly what they intend to furnish; otherwise Vendor shall be required to furnish the items as specified.

**3. SUBMISSION OF PROPOSALS**

- (a) Proposals and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the proposal opening and the material or services requested on the proposal notice shall be typed or written on the face of the envelope. This is generally the proposal number.
- (b) Unless otherwise noted on the RFP cover sheet, all proposals must be submitted or mailed out to the Purchasing Department, 2000 San Francisco Ave., Laredo, Texas 78040.
- (c) Proposals must be submitted on the forms furnished. Telegraphic and facsimile proposals will not be considered.
- (d) Samples, when required, must be submitted within the time specified, at no expense to LHA. If not destroyed or used up during testing, samples will be returned upon request at the vendor's expense.
- (e) Proposals must be valid for a period of sixty days. An extension to hold proposal pricing for actual quantity Proposals may be requested by LHA.

**4. REJECTION OF PROPOSALS**

LHA may reject a Proposal if:

- (a) Vendor misstates or conceals any material fact in the proposal.
- (b) Proposal does not strictly conform to the law or the requirements of the proposal.
- (c) Vendor is in arrears on existing contracts or taxes with LHA.
- (d) If proposals are conditional. A vendor may not qualify their proposal for acceptance by LHA on an "ALL OR NONE" basis.
- (e) No proposal submitted herein shall be considered unless the vendor warrants that, upon execution of a contract with LHA, vendor will not engage in employment practices such as discriminating against

employees because of race, color, sex, creed, or national origin. Vendor will submit such reports as LHA may therefore require assuring compliance with said practices.

- (f) LHA may reject all proposals or any part of a proposal whenever it is deemed necessary.
- (g) LHA may waive any minor informalities or irregularities in any proposal.

**5. WITHDRAWAL OF PROPOSALS**

Proposals may not be withdrawn after they have been publicly opened, unless approved by LHA Board.

**6. LATE PROPOSALS OR MODIFICATIONS**

Proposals and modifications received after the time set for the Proposal opening will not be considered. Late proposals will be returned to the vendor unopened.

**7. CLARIFICATIONS OR OBJECTION TO PROPOSAL SPECIFICATIONS**

If any person contemplating submitting a proposal for this contract is in doubt as to the true meaning of the specifications, or other proposal documents or any part thereof, they may submit to the Purchasing Agent on or before seven days prior to the scheduled opening date a request for clarification or as specified in the request for proposal document. All requests for information shall be made in writing, and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposal, if made, will be made only by an addendum duly issued by the Purchasing Agent. A copy of such addendum will be mailed or delivered to each vendor having receiving a set of proposal documents. LHA will not be responsible for any other explanations or interpretations of the proposed proposal made or given prior to the proposal opening or award of contract.

Protest Procedures: An alleged aggrieved protestant shall comply with the following protest procedures, and failure to comply in the manner prescribed shall automatically relieve LHA from accepting or considering that protest:

The alleged aggrieved protestant must file, in writing, to LHA the exact reason for the protest, attaching any supportive data. The protestant must state within the written protest document specifically (not by inference) what action by LHA or condition is being protested as inequitable, making, where appropriate specific reference to the RFP documents issued and including the specific citation of law, rule, regulation, or procedure upon which the protest is based. The protest document must also state the corrective action requested. Failure by the alleged aggrieved protestant to fully submit such information shall relieve LHA from any responsibility to take any corrective action, and as a result of noncompliance, the appeal will be dismissed without further review.

Any actual or prospective contractor may protest the solicitation or award of a contract for material violation of LHA's procurement policy. Any protest against a LHA solicitation must be received before the due date for receipt of bids or proposals and any protest against the award of a contract must be received within ten calendar days after contract award or the protest will not be considered. All protests must be in writing and submitted to the Purchasing Department for a written decision. The Purchasing Agent shall make a recommendation to the Contracting Officer who shall issue a written decision and findings to the Contractor within 30 days from receipt of the written protest. This decision is then appealable to the Board of Commissioners within 30 days of receipt of the written decision. Appeals which are not timely filed will not be considered and the decision becomes final. All appeals shall be marked as follows and sent via Certified Mail to the address listed below:

APPEAL OF RFP NO. (insert exact number of RFP here)  
Housing Authority of the City of Laredo - Purchasing Agent  
2000 San Francisco Ave.  
Laredo, Texas 78040.

**9.0 VENDOR DISCOUNTS**

- (a) Percent discounts within a certain period of time can be considered in making the award. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the Housing Authority.
- (b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

**10. INTENT OF CONTRACT**

There are two types of contracts awarded for materials, equipment or services.

- (a) **ACTUAL QUANTITIES CONTRACT:** Quantities specified are actual amounts and are based on the best available information. The purpose of this contract is to establish prices for the amounts and kind of commodities indicated. The quantity indicated is the quantity LHA wants to purchase, but the actual amount purchased is subject to change orders, which may increase or decrease the commodities purchased by 25% more or less.

- (b) **ANNUAL SUPPLY CONTRACTS:** This contract does not commit LHA to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should LHA need to purchase these commodities or services. Since the quantities are estimates, LHA may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of LHA shall govern the amount that is purchased and change orders shall not be applicable.

The LHA's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

If the contract is for the construction of public works or for the purchase of materials, equipment, and supplies, the municipality may let the contract on either on a lump-sum basis or a unit price basis as LHA determines in the specifications. If the contract is let on a unit price basis, the information furnished to Vendors is the approximate quantity needed, based on the best available information, but payment to the contract will be based on the actual quantity constructed or supplied according to the change orders.

#### 11. **AWARD OF CONTRACT**

- (a) The contract will be awarded to the lowest responsible vendor or the vendor who provides the best value for LHA and whose price and other factors have been considered in accordance to the provisions of the State of Texas - Local Government Code.
- (b) LHA reserves the right to accept any item or group of items in the proposal specifications, unless the vendor qualifies its proposal by specific limitation. Proof: The vendor shall bear the burden of proof of compliance with LHA specifications.
- (c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by LHA to the successful vendor results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.
- (d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to Proposal. The place of delivery shall be that set forth in the purchase order.
- (e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to LHA until LHA actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".
- (f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie proposal, the successful Vendor will be determined by choosing lots at LHA Board meeting.
- (g) LHA shall give written notice to the contractor (supplier) if any of the following conditions exist:
1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in proposal.
  2. Contractor neglects or refuses to remove materials or equipment which have been rejected by LHA if found not to comply with the specifications.
  3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from LHA that one of the above conditions has occurred, the contractor must remedy the problem within ten days, to the complete satisfaction of LHA, or the contract will be immediately canceled.

#### 12. **PAYMENTS & INVOICING**

- (a) All invoices to the LHA have a 30-day term from receipt of supplies or completion of services.
- (b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.
- (c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on Proposal schedule.

All invoices shall be mailed to the Laredo Housing Authority, Accounts Payable Office, 2000 San Francisco Ave., Laredo, Texas 78040.

**13. NON-COLLUSIVE AFFIDAVIT**

LHA may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or Proposal, that such proposal or proposal is genuine and not collusive or sham; that said vendor has not colluded, conspired, connived or agreed, directly or indirectly, with any vendor or person, to put in a sham proposal or to refrain from submitting the proposal, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the proposal price or affiant or of any other vendor, or to fix any overhead, profit or cost element of said proposal price, or of that of any other vendor, or to secure any advantage against the Housing Authority or any person interested in the proposed contract; and that all statements in said proposal are true.