



2640 Fountain View Drive Suite 400 Houston, Texas 77057 | 713.260.0500 P| Ernie Etuk, **President & CEO**
Board of Commissioners, David Mincberg*Chair* |Rev. Myron Cloyd, *Vice Chair* |Rueben Casarez| Timothy F. Seckinger

Purchasing Department

REQUEST FOR PROPOSALS RFP #10-08

CONSULTING SERVICES TO DEVELOP AND SUBMIT A HOPE VI GRANT APPLICATION

The Houston Housing Authority (“Housing Authority”) requests sealed proposals from qualified professional consulting firms or professional for consulting services to develop and submit a HOPE VI Grant Application, Revitalization Plan and provide Program Management Services for the Revitalization of Wilmington House, in anticipation of and in accordance with the 2010 HOPE VI Notice of Funding Availability (NOFA).

This RFP contains submission requirements, scope of services, period of services, terms and conditions and other pertinent information for submitting a proper and responsive proposal. Prospective offerors desiring any explanation or interpretation of the solicitation must make a request in writing no later than March 15, 2010. The request must be addressed to Anna Simotas, Purchasing Officer at the address stated below. Any information given to a prospective offeror about this solicitation will be furnished to all other prospective offerors as a written amendment to the solicitation.

The RFP must be enclosed in a sealed envelope and labeled as follows: Proposal to develop and submit a HOPE VI Grant Application for the Revitalization of Wilmington House, RFP No. 10-08, Due Date and Time: March 23, 2010, 4:00 P.M. (CST). The RFP must be addressed to Anna Simotas, Purchasing Officer, Houston Housing Authority, 2640 Fountainview, Suite 408, Houston, Texas 77057.

Proposals must reach the Houston Housing Authority no later than 4:00 p.m. on March 23, 2010. Late submissions will be handled in accordance with the provisions in Form HUD-5369-B title “Late Submissions, Modifications, and Withdrawal of Offers”. Proposals will be held in confidence and not released in any manner until after the contract award.

Proposals will be evaluated on the criteria stated in the RFP. Negotiations may be conducted with offerors who have a reasonable chance of being selected for the award. After evaluation of the proposal and subsequent revisions, if any, the contract will be awarded to the responsible offeror(s) whose qualifications, price and other factors considered are the most advantageous to the Housing Authority. The Housing Authority reserves the right to award multiple contracts under this solicitation.

The Housing Authority further reserves the right to reject any and all proposals if it determines such action is in the best interest of the Agency.

3/4/10

Date

HORACE ALLISON

Horace C. Allison, AIA
Contracting Officer
Senior Vice President
Houston Housing Authority

TABLE OF CONTENTS

1. Profile of the Houston Housing Authority
2. Profile of the City of Houston
3. Introduction
4. Submission Requirements and regulations
5. Background
6. General Scope of Services
7. Implementation of Supportive and Community Services
8. Other Services
9. General Requirements
10. General Conditions
11. Correspondence
12. Proposal Requirements
13. Methodology/Strategy to Accomplish Consulting Services
14. References
15. Certifications and Affidavits
16. Conditions for Selection
17. Experience Requirement
18. Evaluation Process and Selection Criteria
19. Permits, Certificates and Licenses
20. Basis of Proposal
21. Compensation
22. Contract Award
23. Contract Term
24. Statement of Ownership
25. Availability of Records
26. Standards of Conduct
27. Supervision
28. Cancellation
29. Availability of Funds
30. Conflict of Interest
31. Conditions and Limitations
32. Minority/Women Business Participation
33. Pertinent Federal Regulations with Regard to Nondiscrimination and Equal Opportunity
34. Declaration (Required Submittal)

ATTACHMENTS

- | | |
|---------------|---|
| Attachment A: | Sample-2010 Hope VI Notice of Funding Availability (See note on Attachment A) |
| Attachment B: | Form of Non-Collusive Affidavit |
| Attachment C: | M/WBE Participation |
| Attachment D: | Form HUD-5369-B, Instructions to Offerors Non-Construction |
| Attachment E: | Form HUD-5369-C, Certifications and Representations of Offerors |
| Attachment F: | Conflict of Interest Questionnaire (CIQ) |
| Attachment G: | Section 3 Policy |
| Attachment H: | Form HUD-5370-C1, General Contract Conditions, Non-Construction |

1.0 PROFILE OF THE HOUSTON HOUSING AUTHORITY

The Houston Housing Authority (“Housing Authority”) is currently governed by the Housing Authorities Law, codified in Section 392 of the Texas Local Government Code. It is a unit of government and its functions are essential governmental functions. It operates and manages its housing developments to provide decent, safe, sanitary and affordable housing to low income families, the elderly, and the disabled, and implements various programs designed and funded by HUD. The Housing Authority is a Public Housing Agency.

The property of the Housing Authority is used for essential public and governmental purposes. The Housing Authority and its property are exempt from all taxes, including sales tax on all its purchases of supplies and services.

The Housing Authority enters into and executes contracts and other instruments that are necessary and convenient to the exercise of its powers.

The Housing Authority maintains contractual arrangements with the Department of Housing and Urban Development (“HUD”) to manage and operate its low rent public housing program and administers the Section 8 Housing Choice Voucher Programs. The Housing Authority programs are federally funded along with development grants and rental income.

The Housing Authority currently employs 220 regular full time staff, owns and manages over 4000 affordable housing units and administers rental assistance for approximately 16,000 privately owned rental units through the Section 8 programs. Additionally, the Housing Authority owns 1,618 multi-family affordable rental units. Total Housing Authority operating and development budget for the fiscal year 2010 is approximately \$170 million.

2.0 PROFILE OF THE CITY OF HOUSTON

Founded in 1836, the City of Houston (“City”) has a 2006 estimated population of 2.14 million. Houston is the fourth most populous city in the nation (trailing only New York, Los Angeles and Chicago), and is the largest in the southern U.S. The metro area's 2006 population of 5.54 million is the 6th largest among U.S. metropolitan statistical areas.

The Houston-Galveston-Brazoria Consolidated Metropolitan Statistical Area (Houston CMSA) consists of eight counties and covers 8,778 square miles, an area larger than the State of New Jersey. The ACCRA Cost of Living Index shows that Houston's overall after-taxes living costs are 12 percent below the nationwide average, largely due to housing costs that are 26 percent below the average.

Houston has a Theater District second only to New York City with its concentration of seats in one geographic area. Located downtown, the Theater District is home to eight performing arts organizations with more than 12,000 seats. Houston has a unique museum district offering a range of museums, galleries, art and cultural institutions.

Houston has professional sports teams representing football, baseball, men’s and women’s basketball, soccer, and hockey.

Houston boasts more than 40 colleges, university and institutions - offering higher education options to suit all interests.

Houston is home to the Texas Medical Center, the largest medical center in the world, with a local economic impact of \$10 billion. More than 52,000 people work within its facilities, which encompass 21 million square feet. Altogether 4.8 million patients visit these facilities each year.

The Port of Houston ranks first in the United States in international waterborne tonnage handled and second in total cargo tonnage handled. It is the tenth largest port in the world.

The Houston Airport System is ranked as the fourth-largest multi-airport system in the nation and sixth worldwide. The system consists of an international airport, George Bush Intercontinental Airport, and two domestic airports, William P. Hobby Airport and Ellington Field.

Houston has one of the youngest populations in the nation. The city has the third-largest Hispanic population in the United States. More than 90 languages are spoken throughout the Houston area.

The Houston-Sugarland-Baytown MSA's Gross Area Product (GAP) in 2006 was \$325.5 billion. When comparing Houston's economy to a national economy, only 21 countries other than the United States have a gross domestic product exceeding Houston's regional gross area product.

Houston ranks second in employment growth rate and fourth in nominal employment growth among the 10 most populous metro areas in the U.S. Houston is home to more than 5,000 energy related firms and is considered by many as the Energy Capital of the world. Houston's economy has a broad industrial base in the energy, aeronautics, and technology industries: only New York City is home to more Fortune 500 headquarters.

3.0 INTRODUCTION

The Housing Authority requests proposals from qualified professional consultant(s) to develop and submit a HOPE VI Grant Application and Revitalization Plan for Wilmington House in accordance with the planned 2010 HOPE VI NOFA for submittal to the U. S. Department of Housing and Urban Development (HUD), (See Attachment A). The Housing Authority will consider most favorably proposals that clearly demonstrate knowledge of the HOPE VI Program, applicable HUD regulations and requirements. All proposals must conform to requirements outlined herein.

The Housing Authority reserves the option to require oral presentations of proposals or to request additional information from selected candidates.

The Housing Authority reserves the right to select the firm or firms determined to be the most responsive and responsible, and in the judgment of the Housing Authority that best meets its need for the specified task or tasks. The Housing Authority reserves the right to award multiple

contracts under this solicitation if doing so is deemed to be in the Housing Authority's best interest. Should more than one firm be selected, they may be required to work closely together to complete the application. The Housing Authority further reserves the right to negotiate all terms of the contract(s), including price.

Your proposal must list the names, firms, contact person, telephone numbers, resumes, and profiles of expected participants in the development of the application. Your proposal must provide a detailed plan, including schedules with tasks and timeline as to how and when the application will be prepared and completed.

The Housing Authority will require weekly Project Team meetings throughout the course of the application process to insure project activities are on schedule and milestones are met for a successful application. The meetings will focus on a variety of topics including but not limited to: Livable Communities principles, Sustainability, Relocation, Demolition, Infrastructure, Community and Supportive Services (CSS), Early Childhood Education, Replacement Public Housing Units, Site Control for proposed non-HHA properties, Homeownership, Development, Finance, Partnerships with Outside Agencies, Leveraging of Non-Public Housing Funds, Master Planning, Community Consultation, Re-occupancy and Asset Management. The proposer must also be able to show and demonstrate the ability to develop all of the mandatory services for the application(s) as required under the 2010 HOPE VI requirements of the NOFA. Proposals should identify possible sources of funding for all current and future activities assumed in the proposal.

There may be subsequent instructions, if any, issued to the selected proposer(s) in connection with the final process. Your proposal must provide the methodology for developing the application for revitalization plan that will conform to the HOPE VI requirements of the NOFA, applicable laws and other regulatory criteria. The Housing Authority will provide available information on the following eligible activities: capital costs of major reconstruction, rehabilitation and other physical improvements, including retrofit, capital costs of replacement units, certificates under Section 8(b) used for replacement (if necessary) and management improvements for the reconstructed developments. All questions shall be submitted in writing to Anna Simotas, Purchasing Officer, 2640 Fountainview, Suite 406, Houston, Texas 77057, no later than March 15, 2010. Your response to the proposal must be submitted no later than **4:00 p.m. (CST), on March 23, 2010.**

4.0 SUBMISSION REQUIREMENTS AND REGULATIONS

Proposal Due Date/Time

One (1) original proposal and seven (7) copies must be submitted on or before **4:00 p.m. (CST), on March 23, 2010**, in a bound and sealed envelope and submitted to: Houston Housing Authority, Attn: Anna Simotas, Purchasing Officer, 2640 Fountainview, Suite 408, Houston, Texas 77057.

All costs incurred in preparing and submitting proposals and in supplying supplementary information shall be borne by the offerors. The Housing Authority will not defray any costs incurred in connection therewith.

Offers by telegram, telephone, facsimile, e-mail, and handwritten proposals will not be accepted by the Housing Authority.

Modifications or Withdrawals

Proposals may not be changed, modified, or withdrawn after the time and date specified for proposal submission. All requests to change, modify or withdraw a proposal prior to the proposal due date must be in writing and bear the same offeror name appearing on the proposal already submitted.

5.0 BACKGROUND

Wilmington Homes – 2010 HOPE VI Site

Wilmington House, a Houston Housing Authority Family Public Housing Development, is located at 4000 Wilmington, in the Sunnyside community of southeast Houston. The multi-family property has 22, two-story apartment buildings containing 108 apartment units, a single story rental office/clubhouse, and a single-story maintenance building. The site area is approximately 3.45 acres. Construction of the property was completed in 1983. It was modernized in 1996 and is currently managed by a private property management company.

Wilmington House needs a major revitalization effort to address physical deficiencies associated with the site. The property has several mature trees close to the buildings which are undermining the building foundations and sidewalks, contributing to constant plumbing back-ups and impeding proper site drainage. The concrete pavement is in poor condition. There are significant areas of cracks and vertically-displaced concrete, settlement, and concrete spalling at the parking area. The concrete interior sidewalks are in poor condition. Significant areas of settlement, cracking, and spalling concrete sidewalks occur throughout the site. Trip hazards exist throughout the site. Existing downspouts spill onto the soil, further contributing to soil erosion and the overall site problems.

The dwelling unit interiors are also in need of major renovation work. Besides major painting and replacement of flooring and sub-flooring on the 2nd floor throughout, the dwelling unit kitchen cabinets and countertops equipment are in need of replacement. Management staff expressed concerns over the constant plumbing back-ups due to the extensive trees on the site.

Surrounding Area

Wilmington House is an “L” shaped property that sits squarely between and adjacent to a public high school to the North, a bayou on the East and many rental housing units on the south. Redeveloping Wilmington House and developing off site housing in the immediate area will raise the standard and improve the living conditions for the entire community.

6.0 GENERAL SCOPE OF SERVICES

The Housing Authority intends to submit to HUD a complete HOPE VI Grant Application for the Revitalization of Wilmington House Development. To achieve this objective, the Housing Authority is attempting to secure the services of a professional firm or group of firms to submit the HOPE VI Grant Application & Revitalization Plan inclusive of a supportive and community services plan.

The HOPE VI Grant Application must be completed and finalized and submitted to the U. S. Department of Housing and Urban Development in Washington, D.C. prior to the submission date as established in the planned 2010 HOPE VI NOFA.

The maximum allowable Implementation Grant Award will be established in the 2010 HOPE VI NOFA. The Grant Application must include a description of the development, the proposed activities, information relevant to the rating factors in each category of the application, submissions to demonstrate compliance with various requirements, and various required certifications as specified in the HOPE VI NOFA requirements. The selected firm(s) must identify and comply with all the necessary requirements for developing and completing the specified task(s) in accordance with the HOPE VI application kit and ensure that the application meets the submission requirements as stated in the HOPE VI NOFA requirements.

The selected consultant team shall provide all necessary services on behalf of the Authority, including, but not necessarily limited to the following:

I. PHYSICAL PLANNING

1. Develop a HOPE VI Master Plan for Community Development in the selected study area.
2. Create a vision for the project.
3. Provide the description of the Revitalization Plan on support of the HOPE VI Application.
4. Assist in the preparation of a Demolition Application.
5. Provide all required drawings, graphics, maps, plans, renderings, etc. to help describe the Revitalization Plan.
6. Develop a cost analysis to support the Revitalization Plan including but not limited to:
 - a. Major reconstruction of existing housing units
 - b. Rehabilitation of existing housing units
 - c. Infrastructure replacement

- d. New public housing and non-public housing replacement units
 - e. Preservation and/or adaptive reuse of current historic housing and city fabric
 - f. Environmental costs, such as lead based paint, asbestos and other potentially hazardous materials
7. Provide assessments of targeted Demolition with respect to “obsolete housing”.
 8. Targeting, off-site parcels for acquisition, rehabilitation, development or homeownership as may be designed in the Revitalization Plan contained in the HOPE VI application.
 9. Provide Revitalization planning, which promotes mixed income and a diverse community makeup.
 10. Provide Revitalization planning and design consistent with established criteria for the maintenance and creation of viable communities.
 11. As a planning and design partner, help to formulate the overall project, programming and strategies in order to promote the community planning process, and to create a successful Revitalization Plan for the HOPE VI Application.

II. **PROGRAMMATIC AND FINANCIAL PLANNING**

1. Address program financing and sustainability.
2. Assist the Housing Authority in targeting necessary funding for the Revitalization project and maximize scoring of development leverage to achieve minimum ratios of non-public housing funds.
3. Assist in the formulation of community partnerships. The selected consultant team shall assist in the forging of partnerships with other agencies, institutions, local government, non-profit organizations, private developers, management companies and businesses, etc.
4. Provide supporting demographic material which would be required to supplement a successful application.
5. Provide real estate marketing expertise and other related services, not limited to a market study for the Revitalization area.
6. Conduct a market analysis and Return of Investment Analysis to determine the right mix of units and the investment required, and the likely impact of the HOPE VI Revitalization on the city’s tax base and related services.

7. Assist in the formulation of programs and community linkages to forge a successful supportive services network and strategies for public housing residents and the general community.
8. Help to coordinate and define relationships between project participants.
9. Provide a comparative analysis of the cost of new construction in the project area vs. the cost of acquisition and rehabilitation within the project area.
10. Help to formulate operational and management principles.
11. Address any required criteria as described in the HOPE VI NOFA.
12. Prepare all necessary applications and all additional submittals required for financing.

III. **TECHNICAL ASSISTANCE AND PROGRAM MANAGEMENT**

The selected team is to include a program management (PM) component. During the planning process, the Program Manager (PM) shall provide technical assistance to the other team members and to the Housing Authority, in support of the HOPE VI planning and application process. Upon successful submission of a Revitalization application and a grant award, the PM shall assume the ongoing responsibilities for program management, as described below. The fee schedule for ongoing responsibilities shall include provisions for technical assistance services, and anticipated fees for PM services.

1. The selected PM will provide development advisory services and technical assistance to the Housing Authority for the ongoing implementation of the HOPE VI and related programs. The PM will assume the primary responsibility for the definition and adherence to the overall successful HOPE VI and Revitalization Plan, for the management of all aspects of its implementation. The exact nature of this role will be defined by, and will be provided at, the discretion of the Senior Vice President of the Housing Authority. It is anticipated that the focus of work will change during the period covered by these services, and that these changes in turn will affect the resources needed for the PM function. The PM is expected to also work closely with Housing Authority staff and other consultants, development partners, and other HOPE VI stakeholders. The PM is expected to work closely with the entire HOPE VI team, while representing the best interests of the Housing Authority.
2. The primary services of the Program Manager will include, but will not necessarily be limited to the following:
 - a. Assist the Senior Vice President in determining the most appropriate roles and responsibilities for members of the HOPE VI team, including Housing Authority personnel, the development team and other involved local officials and stakeholders.

- b. Assist the Housing Authority and its legal counsel in preparing the terms of agreements with the development entities and in the delineations of the overall structure for carrying out development activities.
 - c. Assist as necessary in the review and modifications of the Revitalization Plan following HUD's returned comments, including negotiating with HUD officials leading to the approval of the Plan.
 - d. Work with the HOPE VI Coordinator and staff in the implementation of the Supportive Services components of the program, with particular reference to the completion of agreements with service providers for delivery of services which are an integral part of the program.
 - e. Design and maintain a system for tracking the overall progress of all activities relevant to the implementation for the program.
- 3. The Program Manager will have participants who will perform specific tasks central to the effective management of the program, and will not be limited to the following:
 - a. Review of financing plans to ensure feasibility and maximum outreach to identify and utilize all possible sources and funds.
 - b. Analysis of market conditions to provide guidance in the development programs.
 - c. Review of plans for property management, implementation of Supportive Services programs and plans as they evolve for the continuing involvement of residents in the implementation of the program.
 - d. Technical assistance for working with the residents to define their ongoing role and to consider specific opportunities for economic and business opportunities for residents.
 - e. Perform any task related to the progress and implementation of the HOPE VI Program.

Upon HUD's award of HOPE VI Grant for Wilmington House Development, the Housing Authority reserves the right and options to negotiate with the selected offeror to prepare the Application, Revitalization Plan and Program Management Services for Wilmington House.

7.0 IMPLEMENTATION OF SUPPORTIVE AND COMMUNITY SERVICES

The application for an implementation grant must include information concerning community and supportive services. Generally, the community and supportive services to be identified in the application must include but are not limited to the following:

- a. **Community Service Programs** as defined by the Commission on National and Community Service for the HOPE VI NOFA, include programs organized, administered, overseen by a public housing agency, or its designated representative which engage individuals in meaningful service on a volunteer basis or through limited stipends to address unmet human, environmental, education, and/or public safety needs through youth service, resident associations, community-based organizations, K-12 schools, institutions of higher education, churches or other religious entities and other similar organizations.
- b. **Early Childhood Education Programs** will include services provided by a Neighborhood Strengths Institution that provides a comprehensive, high-quality, results-oriented local early childhood education program.
- c. **Supportive Services** will include, but not limited to, resident capacity building, literacy, training, bilingual education, day care, youth activities, economic development, and resident employment and job training activities.
- d. **Economic Development Programs** will include programs to create businesses, jobs and employment opportunities for residents.

8.0 OTHER SERVICES

The application must comply with the requirements of the HOPE VI NOFA and all such tasks must be addressed in the Proposal.

9.0 GENERAL REQUIREMENTS

All proposals must conform to requirements outlined herein. The Housing Authority reserves the option to require oral presentation of proposals or to request additional information from selected candidates.

The Housing Authority reserves the right to select the candidate(s) determined to be the most responsive and responsible, and in the judgment of the Housing Authority, that best meet its needs for the specified services. The Housing Authority further reserves the right to negotiate all terms of the contract(s) including price.

Proposals must list the names, agency(ies), contact person, telephone numbers, resumes and the profile of expected participants in the implementation of the services. The proposals must identify the project director by name, qualifications and experience performing service of similar nature. There may be subsequent instructions, if any, issued to the selected offeror in connection with the final process.

Confidentiality of Proposals:

There will be no public opening of proposals. All proposals and information concerning the same shall remain confidential until all negotiations are completed and the Notice of Award is issued. All proposals received by Housing Authority shall be included as part of the official contract file. Therefore, any part of the proposal that is not considered confidential, privileged or proprietary under any applicable Federal, State or local law shall be available for public inspection upon completion of the procurement process. Any material submitted by the offeror that is to be considered as confidential must be clearly marked as such; however, the applicable provisions of Federal, State and local laws shall govern the confidentiality of proposals despite anything contrary to this provision stated in the proposal.

10.0 GENERAL CONDITIONS

The selected firm shall:

- a. Complete written documentation of materials in a manner suitable for use by the Housing Authority, Housing Authority Board of Commissioners, HUD and the City of Houston.
- b. Coordinate all services with the Housing Authority.
- c. Coordinate all services with other parties as determined necessary by the Housing Authority.
- d. All materials and reports must provide the basis, source, and methodology for arriving at conclusions.
- e. Meet with Housing Authority, HUD, attend public meetings and meet with state and local officials if deemed necessary.

11.0 CORRESPONDENCE

Requests for additional information related to this RFP should be made in writing and directed to the Houston Housing Authority Purchasing Officer no later than March 15, 2010. This will allow issuance of any necessary amendment to the RFP.

An amendment may be issued prior to the opening of proposals for the purpose of changing or clarifying the intent of this RFP. All amendments shall be binding in the same way as if originally written in this RFP.

Any interpretation affecting all offerors made prior to the proposal due date will be issued in the form of an amendment. The Housing Authority will not be bound by or responsible for any other explanations or interpretations of this RFP package other than those given in writing as set forth in this paragraph. Oral instructions, interpretations, or representations will not be binding upon the Housing Authority or its representatives.

Subcontractor(s) and others who have been requested by the offeror to assist in preparing a proposal shall obtain necessary information from the offeror. They shall not directly contact the Housing Authority or its representatives for this information.

Contracts for these programs and services may be awarded to one or more offerors whose proposals were judged to be the most advantageous to the Housing Authority. In the event services are initiated prior to the processing of a fully executed contract, such services would be provided without guarantee of compensation.

12.0 PROPOSAL REQUIREMENTS

Document Requirements

The following is a description of the minimum information, which must be supplied by offerors in their proposals. It is open to all offerors to give such supplementary facts or materials that they consider may be of assistance in the evaluation of the proposal submitted. Proposals that omit critical elements may be considered non-responsive. Each proposal shall include a Table of Contents listing the proposal contents. Proposal packages must contain, at a minimum, the following information and materials:

The proposal should include a detailed description of the offeror's methodology to accomplish the various tasks outlined in the Scope of Work. The offeror shall also give examples of previous experience in providing similar services and the resumes of all personnel (except administrative support staff) that will be involved in the project. References must be provided and will be checked.

12.1 Letter of Transmittal

Signed by the person authorized to commit and bind the organization contractually to perform the services in the proposal.

12.2 Proposal Table of Contents

12.3 Experience of Offeror with HUD regulations for public housing development/modernization and historic preservation.

12.4 Experience of Offeror with development of affordable housing.

12.5 List of all key members of the firm and any consultant who will be committed to this project. Indicate the level of effort and function of each member of the project. Prepare organization structure to show how the key members will be involved. Include resumes of these individuals. The resumes should include the following minimum information:

- 1) Name
- 2) An explanation of the function they will perform and their title by classification.
- 3) Their relevant educational background.
- 4) Their relevant work experience.
- 5) Their work experience with governmental clients.

- 6) Any specialized skills, training, and/or credentials that is relevant to the required services.
- 12.6 The offeror(s) must describe how it will approach the work associated with the requested services, to include an understanding of the scope of services required and unique or innovative approaches to be utilized in performing these services.
- 12.7 Schedule of Performance/Timeliness/Deliverables.
- 12.8 Provide list of companies or governmental organizations to which your firm(s) is/are currently providing services. If this does not include at least five (5) entities, then provide the names of the entities for which similar services have been provided. For each entity include:
- 1) the term (beginning and ending dates) of your contract agreement(s);
 - 2) the approximate monthly revenues resulting from the work;
 - 3) a brief description of the scope of work; and
 - 4) the name, address, and telephone number of the individual that administered your contract(s).
- 12.9 Information concerning the firm(s) affirmative action plans, policies, etc.
- 12.10 A copy of the most current annual report or audited financial report.
- 12.11 A list, description, and outcome of lawsuits filed against the respondent, its predecessor or affiliate entities.
- 12.12 Budget, cost control experience and results.
- 12.13 M/WBE participation.
- 12.14 List of References (5 minimum)
- 12.15 Offeror's fee to provide required services and related information. The quoted fee must be a lump sum fee (inclusive of all incidental expenses) which is not subject to adjustment based upon actual costs incurred. The offeror's lump sum fee and hourly rates shall be negotiable. Offerors should include a range of hourly fees.
- 12.16 **Insurance**
- Evidence of all appropriate and applicable insurance coverage carried by the offeror, including policy coverage periods. Offerors shall furnish the Housing Authority with certificates of insurance showing that the following insurance is in force and will insure all operations under this RFP, and name the Houston Housing Authority as an additional insured. Required insurance levels are as follows:

Workers' compensation in accordance with the State of Texas rules and regulations.

General liability insurance with a single limit for bodily injury of \$1,000,000 per occurrence and property damage limit of no less than \$1,000,000 per occurrence. The insurance may have a combined aggregate of coverage amounting to no less than \$1,000,000. Such insurance shall protect offeror against claims of bodily injury or death and property damage to others. The insurance shall cover the use of all equipment, hoists and vehicles used on the site(s) not covered by offeror's automobile liability. If offeror has a "claims made policy," then the following additional requirements apply: The policy must provide a "retroactive date" which must be on or before the execution date of the Agreement and the extended reporting period may not be less than five years following the completion date of the Agreement.

Automobile liability on owned and non-owned motor vehicles used on the site(s) or in connection herewith for a combined single limit of bodily injury and property damage of not less than \$1,000,000 per occurrence.

All insurance shall be carried with companies that are financially responsible and admitted to do business in the State of Texas. Offeror shall not permit the insurance policies required to lapse during the period for which the Agreement is in effect. All certificates of insurance shall provide that no coverage may be cancelled or non-renewed by the insurance company until at least thirty (30) day's prior written notice has been given to the Houston Housing Authority.

12.17 Offeror's Plan for Meeting Section 3 Requirements

The Offeror shall disclose the activities that they intend to undertake to comply with the Section 3 resident/employment training and employment preference or to Section 3 contracting preference (24 CFR, Part 135). See Attachment G, Houston Housing Authority Section 3 Policy.

The firm(s) hereby authorize(s) and request(s) any person, firm, corporation and/or government entity to furnish any information requested by the Housing Authority in verification of the references provided and for determining the quality and timeliness of providing the services.

13.0 METHODOLOGY/STRATEGY TO ACCOMPLISH CONSULTING SERVICES

The Offeror(s) must describe how it will approach the work associated with the requested services, to include understanding of the scope of services required and unique or innovative approaches to be utilized in performing these services. All graphic presentations are optional.

14.0 REFERENCES

Provide a list of companies or governmental organizations to which your firm(s) is/are currently providing services. If this does not include at least five (5) entities, then provide the names of the entities for which similar services have been provided. For each entity include:

- a. The term (beginning and ending dates) of your contract agreement(s);
- b. Monthly revenues resulting from the work;

- c. A brief description of the scope of work; and
- d. The name, address, and telephone number of the individual that administered your contract(s).

15.0 CERTIFICATIONS AND AFFIDAVITS

Offerors shall submit the following certifications and affidavit as attached:

Attachment B: Form of Non-Collusive Affidavit
Attachment C: M/WBE Participation
Attachment E: Certifications and Representations of Offerors for Non
Construction Contracts (Form HUD 5369-C)
Attachment F: Conflict of Interest Questionnaire (CIQ)
Attachment G: Section 3 Documents
Declaration

16.0 CONDITIONS FOR SELECTION

The Housing Authority will thoroughly and fairly evaluate all the proposals as submitted. The Housing Authority will not disclose the numbers of offerors, the identity of the offerors and the contents of their proposals until after the contract has been executed.

The procurement shall be conducted only with responsible proposers. Responsibility means:

- Technical and financial competence to perform;
- A satisfactory record of integrity;
- Ability to perform the contract successfully and timely;
- Compliance with public policy;
- A good record of past performance;
- Technical and financial resources;
- Technical capabilities (in terms of factors such as personnel, equipment and materials);
- Management plan (including staffing of key positions, method of assigning work, and procedures for maintaining level of service).

17.0 EXPERIENCE REQUIREMENT

The minimum experience requirements are as follows:

TEAM EXPERIENCE

Demonstrated experience with Federal Policy and Planning.

Experience with preparing similar application and/or proposals with emphasis on low-income and affordable housing projects.

Experience with two (2) projects of similar nature.

Successful development of an application of similar nature.

Experience and professional excellence of designated key professionals.

Experience in urban planning.

Demonstrated National experience with Public Housing issues specifically the HOPE VI Public Housing Revitalization Program.

Experience with supportive and community services activities which fully meet local, state, and federal codes, ordinances, regulations and criteria as promulgated by HUD.

Experience with project planning, methodologies/strategies to accomplish tasks, services.

Experience and knowledge of redevelopment of communities.

Experience with Real Estate financing.

Local Presence.

Experience in meeting MBE/WBE Participation Goals.

Funding Sources: Ability to identify sources of funding necessary to achieve the ends anticipated by the application.

18.0 EVALUATION PROCESS AND SELECTION CRITERIA

Proposals will be evaluated by the Housing Authority selection committee. The selection committee will present its recommendations to the President & Chief Executive Officer of the Housing Authority.

Proposals will be evaluated using the Proposal Evaluation Criteria outlined below. After the initial scoring of proposals, those deemed by the committee to be within the competitive range will become the finalists and may, at the Housing Authority's option, be asked to appear for an oral interview to clarify issues and/or to submit "best and final" offers.

If the Housing Authority chooses to conduct interviews and/or request the submission of best and final offers, the Housing Authority will reevaluate and rescore each of those offerors. Offerors should be prepared to discuss at the interview the proposed scope of services, including availability of equipment and staffing, accounting and payment procedures, schedules, qualification of subcontractors proposed for portions of the work, and such other items as are directly related to the proposal.

The offeror with the highest overall score, whose proposal is most advantageous to the Housing Authority considering price, technical and other factors, as specified in this RFP, will be selected.

The Housing Authority reserves the right to award multiple contracts and conduct negotiations with more than one of the finalist firms. The Housing Authority reserves the right to accept or reject in part, or reject all proposals and to re-solicit new proposals. The Housing Authority may also reject any proposals that are incomplete or non-responsive and any proposals that are submitted after the deadline.

Proposal Evaluation Criteria

The Housing Authority will evaluate proposals using the criteria below for each element based on the offeror's ability to demonstrate its experience and capability to provide specific elements of the services. The criteria provided serves as a guide for the proposers. They are not all inclusive and constitute minimum requirements.

		Points
1	Background and related experience	20
2	Resources of organization (primary firm, associate firms and consultants)	15
3	Qualifications of proposed staff (resumes)	20
4	A list, description of lawsuits filed against the proposers, its predecessor or affiliate entities and any judgments entered against the aforementioned. Proposers must certify that they have not been disbarred suspended or otherwise prohibited from professional practice by any federal, state, or local agency.	10
5	Demonstrated ability in accomplishing work of a similar nature (5 examples).	20
6	Recognition and analysis of conditions.	20
7	Project Planning, Methodology/Strategy to accomplish tasks.	15
8	Proposed solutions, including options/practicality and viability.	20
9	Schedule of performance/deliverable/timeline.	10
10	Provide a graphic perspectives (rendering optional) of the structures and site after proposed improvements.	5
11	Knowledge of HUD requirements and City of Houston 's Municipal codes/ordinances applicable to modernization. Describe each firm's experience and understanding of the federal, state, and local regulations and status as they relate to modernization, land use planning, economic development housing redevelopment, and other similar uses.	20
12	Offeror's Plan for Meeting Section 3 Requirements	10
	TOTAL	185

The Housing Authority also reserves the right to obtain clarification of any point in an offeror's proposal or to obtain additional information necessary to properly evaluate a particular proposal. Failure of offeror to respond to such a request for additional information or clarification could result in rejection of the offeror's proposal.

All selected offerors will be invited to negotiate all aspects of the fee proposal to arrive at a reasonable cost as determined by the Housing Authority.

The Housing Authority reserves the right to split up any team of proposers and award contracts to those that excel in a particular area. The Housing Authority reserves the right to award

multiple contracts with multiple proposers. Those firm(s) will be invited to negotiate all aspects of fee proposal(s) to arrive at a firm and reasonable cost as determined by the Housing Authority.

19.0 PERMITS, CERTIFICATES, AND LICENSES

The offeror shall obtain and pay for all permits, certificates, and licenses required and necessary for the performance of the work specified herein, shall post all notices required by law, and shall comply with all laws, ordinances, and regulations bearing on the conduct of the work specified.

20.0 BASIS OF PROPOSAL

Offerors are advised to verify and confirm that all parts of this RFP package have been received. Offerors shall be responsible for familiarizing themselves with respect to all conditions, which might in any way affect the cost or performance of any of the work. Failure to do so shall be at the sole risk of the offeror and no relief shall be given for errors or omissions by the offeror.

Partial or incomplete proposals will be unacceptable not be acceptable by the Housing Authority.

An authorized representative of the offeror must sign proposals.

21.0 COMPENSATION

The successful candidate(s) selected for this project must have the financial resources to complete the scope of work and services. Payments shall be made on a monthly basis corresponding to the value of work in place. The selected firm will be requested to submit a progress schedule and a payment plan prior to contract execution.

22.0 CONTRACT/AWARD

A contract shall be awarded in accordance with the terms and conditions of this RFP to the respondent whose proposal is most advantageous to the Housing Authority considering price, technical and other factors as specified in this RFP. The Housing Authority reserves the right to negotiate and award any element of this RFP, to reject any or all proposals or to waive any minor irregularities or technicalities in proposals received, as the best interest of the Housing Authority may require.

23.0 CONTRACT TERM

The successful offeror shall be expected to execute a standard professional service contract with the Housing Authority. The period of the contract shall be negotiated.

24.0 STATEMENT OF OWNERSHIP

The proposal must contain an explicit statement of the legal entity with which the Housing Authority will contract: name, address, phone number, and name of principal person assigned to negotiate on behalf of the firm(s). Furthermore, the firm(s) shall identify principals of any participating professional firm(s) which subcontracts or joint venture with offeror, including

names, addresses, positions and description of extent of participation in the project. If the firm(s) is a subsidiary, its relationship to parent company(ies) shall be defined and disclosed. The proposal shall also identify the organization and management approach to the project including identification of individuals who will be assigned to assist in the preparation and completion of the certifications. Resumes of these individuals must be provided.

25.0 AVAILABILITY OF RECORDS

The U. S. Department of Housing and Urban Development, the U.S. Government Accounting Office, the Houston Housing Authority, and any duly authorized representatives of each, shall have access to, and the right to examine any and all pertinent books, records, documents, invoices, papers, and the like, of the offeror(s) office or offeror, which shall relate to the performance of the services to be provided.

26.0 STANDARDS OF CONDUCT

The successful offeror shall be responsible for maintaining satisfactory standards of employees' competency, conduct, courtesy, appearance, honesty, integrity, and shall be responsible for taking such disciplinary action with respect to any employee, as may be necessary.

27.0 SUPERVISION

The successful offeror shall provide adequate competent supervision at all times during the performance of the contract. A qualified Project Manager shall be designated in writing to the Housing Authority prior to executing the contract. The Project Manager or his designee must be readily available to meet with the Housing Authority personnel. The successful offeror shall provide the telephone number(s) where its representative can be reached.

28.0 CANCELLATION

Irrespective of any default hereunder, the Housing Authority may at anytime at its discretion cancel the contract in whole or in part, and in such event the offerors shall be entitled to receive equitable compensation for all work completed and accepted, prior to such termination or cancellation.

29.0 AVAILABILITY OF FUNDS

In the event that funds necessary to finance this Professional Services Contract become unavailable, the Housing Authority will have the right to cancel the contract by giving seven (7) days notice in writing and the contract will thereafter be null and void. The Housing Authority shall be the final arbiter to determine whether funds are not available.

30.0 CONFLICT OF INTEREST

No employee, officer or agent of the Houston Housing Authority shall participate directly or indirectly in the selection or in the award of any contract if a conflict, real or apparent, would be

involved. Such conflict would arise when a financial or other interest in an agency selected for award is held by:

- an employee, officer or agent involved in making the award; or
- his/her relative including father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, domestic partner, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, or half sister; or
- his/her business or professional partner; or
- an organization which employs, is negotiating to employ, or has an arrangement concerning prospective employment of any of the above.

31.0 CONDITIONS AND LIMITATIONS

This RFP does not represent a commitment or offer by the Housing Authority to enter into contract(s), or other agreement with an offeror. All costs incurred in the preparation of this proposal are to be borne by the offeror. The proposal and any information made a part of the proposal will become a part of the Housing Authority's official files without any obligation on the Housing Authority's part to return it to the individual offeror. This RFP and the selected agency's proposal will, by reference, become a part of any formal agreement between the agency(ies) and the Housing Authority resulting from this solicitation.

The Housing Authority reserves the right to waive any irregularities or formalities in any or all proposals or any part thereof. Failure to furnish all information requested may disqualify an offeror.

The Housing Authority reserves the right to request clarification of proposal data without changing the terms of the proposal.

The offeror shall not offer any gratuities, favors, or anything of monetary value to any official or employee of the Housing Authority for the purpose of influencing consideration of a proposal.

The offeror shall not collude in any manner or engage in any practices with any other offeror(s), which may restrict or eliminate competition or otherwise restrain trade. Violation of this instruction will cause the proposal to be rejected. This prohibition is not intended to preclude joint ventures or subcontracts.

32.0 MINORITY/WOMEN BUSINESS PARTICIPATION

M/WBE PARTICIPATION: The offeror agrees to make its best efforts to subcontract with minority business enterprises and/or women business enterprises (herein called M/WBE) certified as such or recognized by the Housing Authority as a certified M/WBE.

Offeror shall make its best efforts to subcontract a sufficient dollar amount with M/WBEs to ensure that a minimum of 30 percent of the final contract dollars are expended on one or more M/WBEs. All adjustments that cause the contract price to increase will also increase the total amount that offeror must make its best efforts to expend on M/WBEs.

FAILURE TO USE YOUR BEST EFFORTS TO COMPLY WITH THE HOUSTON HOUSING AUTHORITY BOARD OF COMMISSIONERS RESOLUTION NO. 1058 MAY CONSTITUTE BREACH OF CONTRACT AND SUBJECT THE CONTRACT TO TERMINATION.

33.0 PERTINENT FEDERAL REGULATIONS WITH REGARD TO NONDISCRIMINATION AND EQUAL OPPORTUNITY

The requirements of Title VIII of the Civil Rights Act of 1968 and Title VI of the Civil Rights Act of 1964, relating to prohibitions against discrimination in housing and the benefits of federally funded programs because of race, color, religion, sex or national origin must be met by the Offeror.

The Offeror must adhere to federal regulations prohibiting discrimination on the basis of age under the Age Discrimination Act of 1975, and prohibit discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973 and the Americans With Disabilities Act of 1990.

The requirements of Executive Order 11246, relating to equal employment opportunity in connection with federally funded programs must be met by the Offeror.

The Offeror must meet the requirements of Executive Orders 11625, 12432, and 12138 relating to the use of minority and women's business enterprises in connection with federally funded programs.

34.0 DECLARATION – (REQUIRED SUBMITTAL)

The undersigned, as offeror, declares that the only persons interested in this response are named herein, that no other person has any interest in this proposal, that this proposal is made without connection or arrangement with any other person, and that this proposal is in every respect fair, in good faith, and without collusion or fraud.

The offeror further declares that he/she has complied in every respect with all of the instructions of offerors, and has read all addenda, if any, has satisfied himself or herself fully relative to all matters and conditions with respect to the proposal.

The offeror agrees, if this proposal is accepted, to execute such agreement as appropriate for the purpose of establishing a formal contractual relationship between the offeror and the Houston Housing Authority for the performance of all requirements to which the proposal pertains.

The offeror states that this proposal is based upon the proposal documents and amendments, if any.

Persons Interested in this Response:

Name

Identity of Interest

1.

2.

3.

4.

NAME OF OFFEROR/INDIVIDUAL/CORPORATION

SIGNATURE

TITLE

CITY, STATE

SUBMITTAL DATE

ATTACHMENT “A”

SAMPLE -2010 HOPE VI NOTICE OF FUNDING AVAILABILITY*

***The 2010 HOPE VI NOFA will be provided upon issuance by the U. S. Department of Housing and Urban Development.**

ATTACHMENT "B"

FORM OF NON-COLLUSIVE AFFIDAVIT

STATE OF TEXAS

COUNTY OF HARRIS

_____, being first duly sworn, deposes and says that he is

(a partner or officer of the offeror of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person to fix the bid price of affiant or of any other offeror, or to fix any overhead, profit, or cost element of said bid price, or of that of any other offeror, or to secure any advantage against

THE HOUSTON HOUSING AUTHORITY

of any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

Signature of Offeror, if Offeror is an Individual

Signature of Offeror, if Offeror is a Partnership

Signature of Officer, if Offeror is a Corporation

Subscribed and sworn to before me this ____ day of _____, 2010

Notary Public

My Commission expires _____

ATTACHMENT “C”

M/WBE PARTICIPATION

The offeror agrees to utilize its good faith and best efforts to subcontract with minority business enterprises and women business enterprises (herein called M/WBE) certified as such or recognized by the Houston Housing Authority as a certified M/WBE. Offeror shall attempt to subcontract a sufficient dollar amount with M/WBEs in an effort to meet the Houston Housing Authority goal of a minimum of 30 percent of the final contract dollars are expended on one or more M/WBEs. All adjustments that cause the contract price to increase will also increase the total amount that offeror must expend on M/WBEs.

USING BEST EFFORTS TO FULFILL M/WBE REQUIREMENT: In the event the Houston Housing Authority has a reasonable belief that offeror will not use his/her best efforts to meet the 30 percent M/WBE participation goal, the Houston Housing Authority reserves the right to pull work from the contract. Best efforts may be established by a showing that offeror has contacted and solicited bids/quotes from subcontractors and worked with the Houston Housing Authority to seek assistance in identifying M/WBEs.

FAILURE TO USE YOUR BEST EFFORTS TO COMPLY WITH HOUSTON HOUSING AUTHORITY BOARD OF RESOLUTION NO. 1058 MAY CONSTITUTE BREACH OF CONTRACT AND SUBJECT THE CONTRACT TO TERMINATION.

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

OFFEROR

DATE

Note: This form must bear a signature.

OFFEROR'S PROPOSED MBE/WBE PARTICIPATION FORM

Offeror proposes to work with the following MBE/WBE participants:

Name of Participant	MBE/WBE	Certifying Entity (City/Metro/HISD)	Percent of Total Work

ATTACHMENT “D”

Form HUD-5369-B, Instructions to Offerors Non-Construction

Instructions to Offerors Non-Construction

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



- 03291 -

1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

3. Amendments to Solicitations

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

- (1) signing and returning the amendment;
- (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
- (3) letter or telegram, or
- (4) facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

- (2) Have a satisfactory performance record;
- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

6. Late Submissions, Modifications, and Withdrawal of Offers

(a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -

- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;
- (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
- (4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

(d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the HA will be considered at any time it is received and may be accepted.

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

7. Contract Award

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may

- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

8. Service of Protest

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

9. Offer Submission

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show **the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.**

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]

ATTACHMENT “E”

Form HUD-5369-C, Certifications and Representations of Offerors

Certifications and Representations of Offerors

Non-Construction Contract

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

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offers to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Contingent Fee Representation and Agreement

(a) The bidder/offeror represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offeror, the bidder/offeror:

- (1) ☐ has, ☐ has not employed or retained any person or company to solicit or obtain this contract; and
- (2) ☐ has, ☐ has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) If the answer to either (a)(1) or (a) (2) above is affirmative, the bidder/offeror shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offeror shall give the PHA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

2. Small, Minority, Women-Owned Business Concern Representation

The bidder/offeror represents and certifies as part of its bid/offer that it:

- (a) ☐ is, ☐ is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b) ☐ is, ☐ is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c) ☐ is, ☐ is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- | | |
|---|---|
| ☐ Black Americans | ☐ Asian Pacific Americans |
| ☐ Hispanic Americans | ☐ Asian Indian Americans |
| ☐ Native Americans | ☐ Hasidic Jewish Americans |

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

(b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:

- (1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

- (c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

4. Organizational Conflicts of Interest Certification

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:
- (i) Award of the contract may result in an unfair competitive advantage;
 - (ii) The Contractor's objectivity in performing the contract work may be impaired; or
 - (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.
- (b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.
- (d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

7. Offeror's Signature

The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

Signature & Date:

Typed or Printed Name:

Title:

ATTACHMENT “F”

Conflict of Interest Questionnaire (CIQ)



2640 Fountain View Drive Suite 400 Houston, Texas 77057 | 713.260.0500 P| Ernie Etuk, **President & CEO**
Board of Commissioners David Minberg, *Chair* | Rev. Myron Cloyd, *Vice Chair* | Rueben Casarez | Timothy F. Seckinger

Purchasing Department

TO: ALL VENDORS

FROM: PURCHASING DEPARTMENT

DATE: March 3, 2010

SUBJECT: NOTICE TO VENDORS

A person who contracts or seeks to contract with the Houston Housing Authority ("Housing Authority") for the sale or purchase of property, goods or services or is an agent of such a person (a "vendor") shall file a completed Conflict of Interest Questionnaire (CIQ) with the Housing Authority's records administrator not later than the seventh (7th) business day after the date that the vendor (i) begins contract discussions or negotiations with the Housing Authority, or (ii) submits to the Housing Authority an application, response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the Housing Authority.

A vendor shall file an updated completed CIQ with the Housing Authority's records administrator not later than (i) September 1st of each year in which an activity described above is pending and (ii) the seventh (7th) business day after the date of an event that would make a statement in the CIQ incomplete or inaccurate.

Completed CIQs may be addressed to and filed with Anna Simotas, Purchasing Officer, Houston Housing Authority 2640 Fountain View, Suite 408, Houston, TX 77057.

The Houston Housing Authority's designated local government officers include:
Commissioners – David Minberg, Rev. Myron Cloyd, Reuben C. Casarez and Timothy F. Seckinger.

Officers – Ernie Etuk, Horace Allison, Sharon Haynie, Steve Mikelman, Dennis Spellman, Marilyn Allen, Michael Kramer, Kenneth Wood, Sherri Sengsouvanha, Susie McMichael, Cheryl Rivers and Anna Simotas.

Should you have any question please contact Anna Simotas at 713-260-0554.

Sincerely,

Anna Simotas
Purchasing Officer

Fair Housing and Equal Employment Opportunity Agency
Individuals with disabilities may contact the 504/ADA Administrator at 713-260-0528
TTY 713-260-0547 or 504_ADA@housingforhouston.com to request reasonable accommodations.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

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

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

4

Signature of person doing business with the governmental entity

Date

ATTACHMENT “G”

HOUSTON HOUSING AUTHORITY SECTION 3 POLICY



HOUSTON
HOUSING AUTHORITY

Transforming Lives & Communities

Houston Housing Authority
Section 3 Policy

Houston Housing Authority
Office of the Senior Vice-President
2640 Fountainview, Suite 405
Houston, Texas 77057

July 25, 2008

INTRODUCTION

This Policy Statement:

- Sets forth Houston Housing Authority's policy, goals and preferences;
- Sets forth the statutory provisions of Section 3; and
- Contains a copy of 24 CFR Part 135, the Section 3 Rules

TABLE OF CONTENTS

INTRODUCTION	2
TABLE OF CONTENTS	3
STATEMENT OF PURPOSE	4
DEFINITIONS	5
GOAL STATEMENT	8
PREFERENCES	9
SECTION 3 COMPLIANCE REQUIREMENTS	11
FREQUENTLY ASKED QUESTIONS	18

STATEMENT OF PURPOSE

The purpose of Section 3 of the Housing and Urban Development Act of 1968, as amended by Section 915 of the Housing and Community Development Act of 1992, is to “ensure that employment and other economic opportunities generated by certain 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.” The 1992 Act sets forth:

- The types of HUD financial assistance, activities, and recipients subject to the requirements of Section 3; and
- The specific individual and business concerns that are the intended beneficiaries of the economic opportunities generated from HUD-assisted activities; and
- The order of priority in which these individual and business concerns should be recruited and solicited for the employment and other economic opportunities generated from HUD-assisted activities.

The Houston Housing Authority’s Section 3 Policy is expressed in this statement, the goal statement, and the preference tiers. Implementation procedures may be amended periodically by the President and Chief Executive Officer or the Senior Vice-President to insure that the policy requirements are being met or to bring about efficiencies in the implementation of the program based on the practice and experience of running the program.

DEFINITIONS

NEW HIRES- Persons selected to fill full-time, temporary or seasonal employment opportunities.

RESIDENT OWNED BUSINESS (ROB)- A ROB is a business concern owned or controlled by public housing residents, that is: (a) at least 51% owned by one or more public housing residents; and (b) whose management and daily business operations are controlled by one or more such individuals. For the purpose of Section 3 compliance, a ROB must also meet the Housing Authority's definitions of a Section 3 business concern as described below.

EMPLOYMENT OPPORTUNITIES GENERATED BY SECTION 3 COVERED ASSISTANCE- All employment opportunities generated by the expenditure of Section 3 covered PIH assistance (i.e. operating assistance, development assistance, and modernization assistance) and with respect to Section 3 covered housing and community development assistance, all employment opportunities arising in connection with Section 3 covered projects, including management and administrative jobs (including architectural, engineering, or related professional services and jobs directly related to administrative support of these activities) connected with the Section 3 covered project.

RECIPIENT- Any entity which receives Section 3 covered assistance, directly from HUD or from another recipient and includes, but is not limited to, any State, unit of local government, PHA, IHA, Indian Tribe, or other public body, public or private nonprofit organization, private agency or institution, mortgagor, developer, limited dividend sponsor, builder, property manager, community housing development organization, resident management corporation, resident council, or cooperative association. Recipient also includes any successor, assignee, or transferee 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.

SECTION 3- Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

SECTION 3 BUSINESS CONCERN- As defined by the Houston Housing Authority, a Section 3 business concern is one:

- A. That is fifty-one (51%) or more owned by Section 3 residents; or
- B. Whose full-time employees includes persons, at least 30 percent of whom are current Section 3 residents, or were Section 3 residents within three (3) years of the date of first employment with the business concern; or
- C. That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in A or B in this definition of "section 3 business concern."

SECTION 3 CLAUSE- The contract provisions and sanctions set forth in 24 CFR, 135.38.

SECTION 3 COVERED ACTIVITY- Any activity, that is funded by Section 3 covered assistance including Public housing assistance.

SECTION 3 COVERED ASSISTANCE- There are no dollar amount thresholds for PIH (Public and Indian Housing) funded Section 3 covered activities. Section 3 applies to all contractors and subcontractors performing work in connection with the following assistance regardless of the amount of the contract or subcontract:

- Public and Indian housing development assistance provided pursuant to Section 5 of the 1937 Act;
- Public and Indian housing operating assistance provided pursuant to Section 9 of the 1937 Act;
- Public and Indian housing modernization assistance provided pursuant to Section 14 of the 1937 Act;
- Section 8 assistance for work arising in connection with; housing rehabilitation, housing construction, or other public construction projects.

SECTION 3 COVERED CONTRACT- A contract or subcontract (including a professional service contract) awarded by a recipient or contractor for work generated by the expenditure of Section 3 covered assistance or for work arising in connection with a Section 3 covered project. "Section 3 covered contracts" do not include contracts for the purchase of supplies and materials except, whenever a contract for materials includes the installation of the materials, the contract constitutes a "Section 3 covered contract".

SECTION 3 COVERED PROJECT- The construction, reconstruction, conversion, or rehabilitation of housing (including reduction and abatement of lead-based paint hazards), other public construction which includes buildings or improvements (regardless of ownership) assisted with housing or community development assistance.

SECTION 3 JOINT VENTURE- An association of business concerns, one of which qualifies as a Section 3 business concern, formed by written joint venture agreement to engage in and carry out a specific business venture for which purpose the business concerns combine their efforts, resources, and skills for joint profit, but not necessarily on a continuing or permanent basis for conducting business generally, and for which the Section 3 business concern:

- Is responsible for a clearly defined portion of the work to be performed and holds management responsibilities in the joint venture; and
- Performs at least 25% of the work and is contractually entitled to compensation proportional to its work.

SECTION 3 RESIDENT-

- 1.) A public housing resident or
- 2.) An individual or family that resides in Houston, Harris County and:
 - Whose income does not exceed 80 per centum of the median income for the area; or
 - Whose income does not exceed 50 per centum of the median income for the area.

GOAL STATEMENT

It is the Houston Housing Authority's policy to achieve Section 3 goals through the following means:

HIRING

- At least 30% of the aggregate number of full-time new hires must be Section 3 residents, with a preference for residents at the development where the work is being performed.

CONTRACTS

Contractors may demonstrate Section 3 compliance by providing a notarized statement committing to award to Section 3 business concerns:

- At least 10% of the total dollar amount of all Section 3 covered contracts for building trades, work for maintenance, repair, modernization, or development of public housing, or for building trades work arising in connection with housing rehabilitation, housing construction and other public construction; or
- At least 3% of the total dollar amount of all other Section 3 covered contracts.

Houston Housing Authority's preference is to contract directly with a Section 3 business or contract with vendors that subcontract to a Section 3 business. In either case, the Housing Authority's preference is further defined as prioritizing business concerns that employ Houston Housing Authority residents from the property where the work is being performed.

*Note that Supply and Delivery contracts are excepted from these Section 3 Policy requirements.

HOUSTON HOUSING AUTHORITY

PREFERENCE TIERS

Houston Housing Authority's preference is to ensure that as many Housing Authority residents as possible are employed. In an effort to further that goal, the Authority has created the following preference tier structure. Vendors are asked to comply with Section 3 by first considering Category I, hiring at the site where work is being performed. If the vendor demonstrates to the Authority's satisfaction the inability to hire at the site, the Authority's next preference is for the vendor to hire residents from other Authority properties (category II). If the vendor cannot meet its Section 3 goal in this manner and needs to move to Category III or IV, that vendor must document this inability to comply with the preference and the need to move to Category III or IV. [Such inability must be documented for moves within categories or any moves to a lower category.]

I. Preference for Section 3 Residents in Training and Employment Opportunities

- Category I Hire residents from the site where the work is being performed
- Category II Hire residents of other public housing developments
- Category III Hire participants in a Youthbuild like program being carried out in the metropolitan area
- Category IV Hire other Section 3 residents

II. Preference for Section 3 Business Concerns in Contracting Opportunities

Category I Businesses

Business concerns that are 51 percent or more owned by residents of the housing development or developments for which the section 3 covered assistance is expended, or whose full-time permanent workforce includes 30 percent of these persons as employees

Category II Businesses

Business concerns that are 51 percent or more owned by residents of other housing developments or developments managed by the Houston Housing Authority that is expending the section 3 covered assistance, or whose full-time, permanent workforce includes 30 percent of these persons as employees.

Category III Businesses

Youthbuild like programs being carried out in the metropolitan area in which the section 3 covered assistance is expended.

Category IV Businesses

Business concerns that are 51 percent or more owned by section 3 resident, or whose permanent, full-time workforce includes no less than 30 percent section 3 residents or that subcontract in excess of 25 percent of the total amount of subcontracts to business concerns.

[NOTE: For contracts or purchase orders of \$100,000 and under, other economic opportunities can be identified without regard for the Houston Housing Authority's preference requirements.]

SECTION 3 COMPLIANCE REQUIREMENTS

I. HIRING

A. Background

1. The Section 3 regulations provide that recipients, their contractors, and any subcontractors demonstrate compliance by employing Section 3 residents as 30% of the aggregate number of new hires.
2. A vendor is required to hire only when a new hire is needed to perform the work. In the event that no new hires are needed, vendors must pursue other avenues of compliance as set forth in the Houston Housing Authority's preference tier structure.
3. The Section 3 Regulations, at CFR Part 135, require that in public housing programs, compliance efforts shall be directed to provide training and employment opportunities to Section 3 residents in the following order of priority:
 - a. Residents of the development or developments where the covered assistance is expended.
 - b. Residents of other developments managed by the Public Housing Authority that is expending the covered assistance.
 - c. Participants in HUD Youthbuild like programs in the metropolitan area or Non-metropolitan County in which covered assistance is expended.
 - d. All other low-and very low-income persons within the metropolitan area.
4. In situations where a new hire is needed, a vendor will not be required to hire persons who are not qualified.
5. If a new hire is needed and a Section 3 resident is identified, that Section 3 resident will be required to submit evidence of Section 3 status to the recipient, contractor or subcontractor.
6. The Houston Housing Authority requires a preference for hiring from the development where work is being performed. However, the Houston Housing Authority will not require a vendor to hire from the development at the site if:
 - a. A pre-identified list of Section 3 residents from a job site contains no persons qualified to perform the work. Qualified residents from other developments shall then be considered.
 - b. The vendor's workforce is adequate to do the job and no new hiring is needed.

B. Compliance

1. As part of each bid or proposal submitted, the respondent must document their workforce by position. Such information will be re-verified at the commencement of the contract.

2. Vendors will be required to submit documentation in the form of payroll forms submitted weekly that clearly identify the Section 3 hires. The vendor must comply with the Section 3 requirement throughout the life of the contract. Houston Housing will periodically audit this information. Failure to comply with the weekly submittal of payroll shall result in the delay of payment.
3. Houston Housing Authority residents by virtue of their income are Section 3 residents. Contractors employing Houston Housing Authority residents must retain documentation that demonstrates any Houston Housing Authority residents hired to meet Section 3 employment goals are:
 - a) identified on the lease of household, that is lease compliant in accordance with Houston Housing Authority's Relocation Rights contract; and
 - b) able to provide to the contractor or subcontractor the client number for the household where residency is claimed. This client number must appear on the certified payrolls submitted by the vendor to verify a Section 3 hire.
4. Non-Houston Housing Authority households claiming Section 3 status must be prepared to submit evidence of income and residency in Harris County at the time of hire. As part of the Section 3 compliance process, vendors will be required to document that employees hired meet the residency and income requirements.

II. CONTRACTING

A. Background

1. The Section 3 Regulations, at 24 CFR Part 135, provide that the Houston Housing Authority, its contractors and subcontractors may demonstrate compliance by awarding contracts to Section 3 business concerns or to vendors who contract with such firms.
2. Houston Housing Authority's contracting goals require that Section 3 firms receive at least:
 - a.) 10 percent of the total dollar of all Section 3 covered contracts for building trades work for maintenance, repair, modernization or development of public or Indian housing; or
 - b.) 10 percent of the total dollar amount of all Section 3 covered contracts for building trades work arising in connection with housing rehabilitation, housing construction and other public construction; and
 - c.) 3 percent of the total dollar amount of all other Section 3 covered contracts.
3. Goals apply to the entire amount of Section 3 covered assistance awarded to a recipient in any federal fiscal year

(FFY), October 1- September 30. Correspondingly, Houston Housing Authority's goals shall apply to the total dollar amount of each contract or purchase order.

4. Recipients that award contracts to contractors that will provide training or hiring, must ensure that contractors provide training, employment and contracting opportunities to Section 3 Residents and Section 3 Business concerns.
5. Efforts shall be directed to award contracts to Section 3 business concerns in the following order of priority:
 - a.) Business concerns that are 51 percent or more owned by residents of the housing development or developments for which the covered assistance is expended and whose full-time workforce includes 30 percent of these persons as employees or were Section 3 residents of the development within three (3) years of the date of first employment with the business concern; or
 - b.) Business concerns that are 51 percent or more owned by resident of other housing developments or developments managed by the Houston Housing Authority that are expending the Section 3 covered assistance and that the Business concerns' full-time workforce includes 30 percent of these persons as employees (or were Section 3 residents of other Houston Housing developments within three (3) years of the date of first employment with the business concern); or
 - c.) Business concerns that are 51 percent or more owned by residents of the housing development or developments for which the covered assistance is expended.
 - d.) Business concerns that are 51 percent or more owned by residents of other housing developments or developments managed by the Houston Housing Authority that is expending the Section 3 covered assistance.
 - e.) HUD Youthbuild like programs being carried out in the metropolitan area or non-metropolitan county in which the Section 3 covered assistance is expended; or
 - f.) Business concerns that are 51 percent or more owned by Section 3 residents; and
 - i. whose full-time workforce includes 30 percent of these persons as employees; or
 - ii. that subcontracts 25% or more of the total amount of the contract (including

modifications) to Section 3 business concerns.

g.) Business concerns that are 51 percent or more owned by Section 3 residents.

B. Compliance

1. Business Concerns claiming Section 3 status based on ownership and workforce or workforce only (as applicable) must meet that status at the time the bid or proposal is submitted to the Houston Housing Authority.
2. Anyone claiming to be a Section 3 resident or business concern shall be required, as set forth by procedure, to provide evidence of such status.
3. Pursuant to 24 CFR 135.36 (c) any firm, prime or subcontractor claiming Section 3 status must demonstrate to the Authority's satisfaction that the business concern is responsible and has the ability to complete the work under the terms and conditions of the proposed contract. In evaluating firms under this provision the Authority will examine:
 - a. the work history and prior performance of the firm;
 - b. the requirements of the job verses the skills evidenced by the firm through its owners, officers, principals, and key staff;
 - c. technical and logistical capacity to complete the work considering contracts already awarded to the firm by the Authority or others;
 - d. bonding capacity and ability to obtain required insurance (with allowances for disadvantaged or start-up firms);
 - e. evidence of past sanctions imposed by the Authority or others; and
 - f. evidence that the firm, its principals, associates, partners, subcontractors or others have not acted or colluded in order to circumvent the compliance process by structuring contractual or other relationships or engaging in practices designed to comply with Section 3 only to obtain the preference without regard to the work requirements of the job.
4. A business concern need not hire to be considered a Section 3 business provided that:
 - a. the business concern is 51% or more owned by a Section 3 resident; or
 - b. the business concern's workforce consists of sufficient numbers of Section 3 residents to qualify the vendor as a Section 3 business (30% or more of the full-time workforce consists of Section 3 residents, or persons

- who were Section 3 residents within 3 years of first employment); or
- c. subcontracts 25% or more of the total amount of the contract (including modifications) to Section 3 business concerns.
5. After award of a contract, if a business concern must hire to maintain the Section 3 workforce percentage, new hiring efforts must be made in accordance with the Houston Housing Authority preference tier for hiring (Tier I).
 6. If a business concern claims Section 3 status by virtue of workforce composition, documentation of the 30% workforce requirement must be submitted to the Authority as part of the response to the bid, quote, or proposal. Further, the firm must maintain the Section 3 workforce percentage throughout the life of the contract. Workforce composition is subject to audit.
 7. A business concern (including joint-ventures) seeking to qualify for a Section 3 preference shall certify and submit evidence that they are entitled to the applicable Section 3 preference and that they are a Section 3 business concern as defined in 24 CFR, Part 135 and by the Houston Housing Authority pursuant to this policy. Prime or subcontractors must submit documentation (including workforce composition data) as part of any bid, quote, or proposal submitted to the Houston Housing Authority. Additional documentation is required for joint-ventures.
 8. Firms that claim Section 3 business status by subcontracting 25% of the total contract to other Section 3 businesses must require that the subcontractor(s) provide ownership or workforce documentation as applicable. The prime contractors must keep such records on file and available for review by the Authority. Such documentation must also be submitted as part of any bid, quote or proposal.
 9. Subcontractors identified by any prime contractor claiming Section 3 status per item 6 must be a Section 3 business by ownership and/or workforce as defined in this policy. Subcontractors used by prime contractors to comply with item 6 cannot claim Section 3 status by further subcontracting.
 10. Section 3 Joint-Ventures—to meet Section 3 contracting goals the Authority is permitted to contract with an association of firms as least one of which meets the Authority's definition A or B of a Section 3 Business Concern. A definition of a joint-venture is provided in the definition section of this policy. Compliance requirements for joint-ventures are discussed below.
 11. Joint-Ventures are subject to the following documentation requirements:

- a. The joint-venture agreement must be in writing and must be submitted as part of the response to any bid or proposal solicited by the Houston Housing Authority. In order for the Authority to evaluate the “adequacy” and “capacity”, the agreement must describe in sufficient detail the area(s) of work assigned to each member of the joint-venture.
- b. The joint-venture agreement must reference a completed and fully executed joint-venture certification, as provided by the Authority, which must also be attached to the joint-venture agreement as an exhibit.
- c. The Authority requires that the Section 3 joint-venture partner is a bona-fide Section 3 business, therefore the joint-venture shall provide documentation that documents that the Section 3 partner meets the ownership and workforce, or workforce requirements established in this policy. Section 3 joint-venture partners cannot use subcontracting to establish their status as a Section 3 business concern.
- d. Section 3 requires that the joint-venture partner be responsible for a clearly defined portion of the work. Proposals or bids must specify the labor hours assigned to and the compensation to be received by the Section 3 joint-venture firm.
- e. Section 3 firms in the joint-venture must be qualified to perform the scope of work and have the capacity to complete the work assigned under the joint-venture agreement (see item b above).

IV. BID OR PROPOSAL EVALUATION

- A. Vendors who fail to address Section 3 requirements will be deemed non-responsive. This means that in the proposal or bid documents submitted to the Houston Housing Authority, the Contractor’s Affidavit and Compliance commitment must be completed including applicable attachments and supporting documentation to support claims of compliance by hiring, contracting, or other economic opportunities.
- B. After written notice from the Houston Housing Authority specifying the defects in the Section 3 information, vendors will be given no more than 5 business days to complete the form and provide all required documents. Failure to respond within the 5 days will result in the Authority declaring the bidder or respondent non-responsive. The contract or bid will then be awarded to the next lowest and responsive bidder or to the respondent with the next highest score. Where the selection is a qualifications based procurement,

the Houston Housing Authority will award to the firm that is the next highest ranked.

FREQUENTLY ASKED QUESTIONS

The following list contains answers to some of the most frequently asked questions about the Houston Housing Authority's Section 3 Policies

- What is Section 3?
- Does Section 3 apply on all contracts and purchase orders?
- What are the Houston Housing Authority's Section 3 Requirements?
- How do I hire Houston Housing Authority Residents?
- How do I identify a Section 3 Business Concern?
- What are the required Section 3 forms?
- Do I have to hire or subcontract on every contract and purchase order?
- Are there any Section 3 reporting requirements?
- What will happen if I do not comply with the Section 3 requirements?
- Who do I contact for assistance in completing the Section 3 forms?

Doing Business with the Houston Housing Authority FAQ's

What is Section 3?

Section 3 is a HUD regulation which requires that public housing residents, low and very low-income persons, and Section 3 business concerns receive, where feasible jobs, training and economic opportunities generated by HUD assistance.

Does Section 3 apply on all contracts and purchase orders?

Section 3 applies to all contracts and purchase orders with the exception of Supply and Delivery contracts and/or purchase orders, unless installation is included.

What are the Houston Housing Authority's Section 3 requirements?

The Houston Housing Authority requires that bidders/proposers meet the Section 3 requirements in the following priority order:

1. Hire the required amount of Houston Housing Authority Section 3 residents. (Houston Housing's policy emphasizes hiring residents first from the development where the work is being performed and secondly, from other Housing Authority developments), or
2. Contract with a Section 3 Business/Resident-Owned Business, or
3. Provide Other Economic Opportunities.

How do I hire Houston Housing Authority Section 3 Residents?

Referrals from the Houston Housing Authority Section 3 database are available through the Human Resources, Training & Development Department.

How do I identify a Section 3 Business Concern?

Contact the Office of Procurement for a list of certified Resident-Owned Business Concerns.

What are the required Section 3 forms?

The Schedule C---Section 3 Utilization Plan must be submitted with the bid/proposal. This form is required for a submission to be considered responsive.

Do I have to hire or subcontract on every contract and purchase order?

It is the Houston Housing Authority's goal to employ as many Section 3 residents as possible. Therefore, it is our preference that you hire to meet your goal. If you cannot hire, we ask you to subcontract with a Section 3 Business. If neither of these compliance routes are a possibility for you, you may be eligible to comply by offering other economic opportunities as indicated in the guidebook. For contracts under \$100,000 a vendor may pursue other economic opportunities without attempting to hire or subcontract first.

Are there any Section 3 reporting requirements?

After contract/purchase award, the contractor is required to submit the following documents to the Contracting Officer or the Procurement Office:

If the contractor chooses to hire:

1. Payroll records must be submitted on a weekly basis. The Department of Labor form WH-347 is the desired format although other formats will be accepted as long as all the information is presented and the form bears an original signature.

If the contractor chooses to subcontract:

1. A copy of the subcontract, joint-venture or partnership agreement between the Contractor and the Resident Owned Business
2. Cancelled check copies (both front and back) evidencing payment to the Resident-Owned Business.

If the contractor chooses to provide other economic opportunities:

1. A written commitment on the Contractor's letterhead that identifies the specific opportunity, i.e., training that will lead to an employment opportunity with the contractor.

What will happen if I do not comply with the Section 3 requirement?

When the Contractor has elected to meet the Section 3 requirement through hiring and the Section 3 resident is employed for less than the duration of the job commitment, vendors must contribute to a fund which provides other economic opportunities in the lesser of the following amounts:

1. The amount of money which the Section 3 resident would have received if employed for the duration of the contract, or
2. 5% of the actual contract amount if a construction contract; and
3. 5% for other contracts.

When the contractor has elected to meet the Section 3 requirement through subcontracting, the difference between what was expended and what should have been expended is forfeited and placed into the Housing Authority's Section 3 Education and Training Fund.

In addition, Section 3 Regulation sanctions may be imposed on recipients that fail to comply with the Regulations of this part and include debarment, suspension, and limited denial of participation in HUD programs.

Who do I contact for assistance in completing the Section 3 forms?

The Contracting Officer or the Procurement Officer which is assigned to the Request for Proposal (RFP), Request for Qualifications (RFQ), or Invitation for Bid (IFB).



Section 3 Business Certification

Section 3 Business Criteria: Your business is eligible for Section 3 Certification if it meets any one of the following criteria. If your business meets one or more of these criteria, please circle the applicable criteria.

1. Fifty-one percent or more of your business is owned and managed by a Section 3 qualified person or persons. (See qualification guidelines below)
2. Thirty percent or more of your permanent, full time employees are Section 3 qualified persons.
3. You can provide evidence of a commitment to subcontract in excess of 25 percent of the amount of all subcontracts to Section 3 certified businesses.

Section 3 Person Criteria: A Section 3 qualified person must:

- A. Live in the City of Houston.
- B. Earn no more than the following amounts :

2009 INCOME LIMITS

Family Size:	1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
Income	\$35,750	\$40,850	\$45,950	\$51,050	\$55,150	\$59,200	\$63,300	\$67,400

Section 3 Statement: Please check the appropriate box below.

- ☐ My business is a Section 3 business in accordance with the criteria circled above under Section 3 Business Criteria.
- ☐ My business is not a Section 3 business.

Signature:		Date Signed:
Name:		Title:
Company Name:		
Address:		
Telephone Number:		

Note: If you certify above that your business is a Section 3 business, and you qualify for award of the contract based on the preferences given to Section 3 businesses and described in the solicitation, the Houston Housing Authority will request documentation and additional information as may be reasonably required to certify whether your business qualifies as a Section 3 business.

If you have any questions about this form, please call
Ann Simotas, Purchasing Officer, at (713) 260-0554
Houston Housing Authority



Section 3 Resident Employment Plan

Section 3 of the Housing and Urban Development Act of 1968 (hereinafter "Section 3") requires the Houston Housing Authority ("the Authority") to the greatest extent feasible to provide employment opportunities to "Section 3 residents." Section 3 Residents include residents of the Authority's communities and other low income residents of the city of Houston. Each bidder is required to submit with their bid package a plan which will result in the hiring of Section 3 residents to perform the work contemplated by the bid. HUD has established an annual goal of 10% of all new hires by the Authority's Contractors. The Authority's residents, preferably residents of the Authority's community in which the work is to be done, are favored over other low-income residents of the city of Houston. At a minimum, the Contractor and its subcontractors shall advertise new positions created in order to perform the work called for herein and will post notices of the Contractor's commitments under Section 3 in conspicuous places at the work site. In addition, the Contractor must notify each labor organization with whom it or its subcontractors have a collective bargaining agreement or other understanding of these Section 3 commitments. In order to fulfill its Section 3 obligations the Contractor may work with service providers on site at various Authority's communities. The plan should specify the number of positions the Contractor expects will be created and what minimum qualifications and skills will be required in order to perform the positions. The plan should also address the Contractor's strategy for recruiting the Authority's residents for the available positions.

Signature:		Date Signed:
Name:	Title:	
Company Name:		
Address:		Telephone Number:

1. How many new positions do you expect this contract will require you to create?

2. Describe each position and provide the name and provide the location of the person(s) taking applications for each such position.

3. What minimum skills will be required for each position?

4. Please describe any training opportunities which the contract may create and any agreements concerning training you have.

5. How will you advertise these positions to the Authority's residents?

ATTACHMENT “H”

Form HUD-5370-C1, General Contract Conditions, Non-Construction

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 11/30/2008)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

Applicability. This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$100,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) **greater than \$2,000 but not more than \$100,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$100,000 – use Sections I and II.**

Section I - Clauses for All Non-Construction Contracts greater than \$100,000

1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

proposal submitted before final payment of the contract.

- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

4. Examination and Retention of Contractor's Records

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
 - (i) appeals under the clause titled Disputes;
 - (ii) litigation or settlement of claims arising from the performance of this contract; or,
 - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

5. Rights in Data (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

6. Energy Efficiency

The contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section III, Labor Standards Provisions, including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

9. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

11. Organizational Conflicts of Interest

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
 - (i) Award of the contract may result in an unfair competitive advantage; or
 - (ii) The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

15. Limitation on Payments to Influence Certain Federal Transactions

- (a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

- (b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a

person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

16. Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the

Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

17. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

18. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

19. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

20. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

21. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

- (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 of 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.

22. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.