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2640 Fountain View Drive, Houston, Texas 77057 | 713.260.0600 | Mark Thiele, **Interim President & CEO**  
**Houston Housing Authority Board of Commissioners:** LaRence Snowden, *Chair* | Kristy Kirkendoll, *Vice Chair*  
Dr. Max Miller, Jr. | Stephanie Ballard | Andrea Hillard Cooksey | Kris Thomas | Guillermo "Will" Hernandez

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## REQUEST FOR PROPOSAL ("RFP") 21-17

The Houston Housing Authority ("HHA") is soliciting proposals for its Project Based Voucher Program in accordance with the requirements and the terms and conditions specified herein.

Interested parties who wish to respond to this solicitation must submit the required documents in a sealed envelope to the below individual by the date and time specified in **Attachment J Procurement Schedule** to:

**Houston Housing Authority**  
**Attn: Kevin M. Coleman, MS, C.P.M.**  
**Subject: RFP 21-17 Project Based Vouchers - DO NOT OPEN**  
**2640 Fountain View Drive Houston, Texas 77057**

The face of the sealed envelope/package must contain the above information, and once it is in the possession of "HHA", its contents will not be publicly opened or revealed until after a contract is awarded.

**Interested parties are highly encouraged to check "HHA's" website prior to the submission of their sealed response to ensure they are aware of any Amendment(s) that may affect this solicitation. They should also send an email acknowledgement to [Purchasing@housingforhousing.com](mailto:Purchasing@housingforhousing.com), that they have downloaded this solicitation from "HHA's" website. Doing so will allow "HHA" to notify interested parties of any Amendments that may affect this solicitation.**

**Late submissions will be handled in accordance with Section 6 of Attachment I HUD Form HUD-5369-B.**

Interested parties who have questions about this solicitation, or who need additional information should send an e-mail (preferably) to [Purchasing@housingforhouston.com](mailto:Purchasing@housingforhouston.com) with "RFP 21-17" in the subject line **by the due date specified in Attachment J**. As an alternative, interested parties have the option of sending a fax to the same individual at **713-260-0810**. Any changes to the requirements specified will be communicated to all interested parties via an addendum.

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**Date**

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**Kevin M. Coleman, MS, C.P.M.**  
**Procurement Manager,**  
**Houston Housing Authority**



*A Fair Housing and Equal Employment Opportunity Agency. For assistance: Individuals with disabilities may contact the 504/ADA Administrator at 713-260-0353, TTY 713-260-0574 or [504ADA@housingforhouston.com](mailto:504ADA@housingforhouston.com)*

# **I. ORGANIZATION OVERVIEW**

## **1.0 PROFILE OF THE HOUSTON HOUSING AUTHORITY**

- 1.1 The Houston Housing Authority ("HHA") is currently governed by the Housing Authorities Law(s), codified in the Texas Local Government Code. "HHA" is a Public Housing Agency ("PHA"). 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 the U.S. Department of Housing and Urban Development ("HUD").
- 1.2 The properties of "HHA" are used for essential public and governmental purposes. "HHA" and its properties are exempt from all taxes, including sales tax on all its purchases of supplies and services.
- 1.3 "HHA" enters into and executes contracts and other instruments that are necessary and convenient to the exercise of its powers.
- 1.4 "HHA" maintains contractual arrangements with HUD to manage and operate its low rent public housing program, and administers the Housing Choice Voucher Program ("HCVP" or Section 8"), as well as various other programs. "HHA" programs are federally funded along with development grants and rental income. Additionally, "HHA" has partnered to develop several tax credit affordable housing developments.
- 1.5 "HHA" currently employs approximately 200 regular full-time staff, owns and manages approximately 3,325 units of low rent public housing and 1,658 affordable multi-family units. Additionally, "HHA" administers rental assistance for more than 18,200 privately owned rental units through the Housing Choice Voucher Program.

**END OF SECTION I**

## II. SPECIAL TERMS AND CONDITIONS

### 2.0 OVERVIEW

- 2.1 HUD regulations allow communities, such as Houston, that are participating in HCVP to allocate up to 20% of the voucher units authorized under the Annual Contributions Contract with HUD for Project-Based Voucher (PBV) assistance. An additional 10% of authorized units may be allocated under certain circumstances, pursuant to the Housing Opportunity Through Modernization Act of 2016. Under the PBV program, subject to Federal requirements and in accordance with locally developed guidelines, rental subsidies are attached to specific rental units. When the tenants of units assisted under the PBV program move, the rental subsidies remain with the units while the PBV Housing Assistance Payments ("HAP") contract remains in force for the term of the HAP contract.
- 2.2 The intent of this solicitation is to solicit proposals for eligible properties from eligible property owners for PBV assistance. Under HUD regulations, certain properties owned or controlled by "HHA" are eligible for PBV assistance and may be eligible for selection under this "RFP". "HHA" will enter into PBV HAP Contracts with selected property owners for designated rental units for an initial term of up to twenty (20) years subject to funding availability. Rental assistance subsidies will be provided while eligible families occupy the rental housing units and the units meet other program standards. "HHA's" published subsidy standards will determine the appropriate unit size for the family size and composition.
- 2.3 Property owners who are qualified and are interested in providing rental units under the PBV or PBV Veterans Affairs Supportive Housing ("VASH") Program as described herein are encouraged to submit a proposal to "HHA".
- 2.4 "HHA" strongly encourages submission of the following types of proposals:

#### 2.4.1 **Permanent Supportive Housing ("PSH")**

- 2.4.1.1 "HHA" is working in partnership with the City of Houston, Texas and Harris County to increase the availability of PSH units and reduce homelessness in the City of Houston, Texas.
- 2.4.1.2 Prospective tenants for PSH projects selected by "HHA" to receive PBV assistance pursuant to this "RFP" will generally be drawn first from the City of Houston, Texas' coordinated placement system; however, PBV proposers are able to propose alternative tenant selection methods. For VASH vouchers tenants will be referred directly from the Veterans Administration (VA) for placement in units.
- 2.4.1.3 HUD's definition of a chronically homeless person is "an unaccompanied homeless individual with a disabling condition who has either been continuously homeless for a year or more OR has had at least four (4) episodes of homelessness in the past three (3) years."

A disabling condition is defined as "a diagnosable substance use disorder, serious mental illness, developmental disability, or chronic physical illness or disability, including the co-occurrence of two or more of these conditions."

2.4.1.4 These citizens frequently confront serious, persistent issues such as substance abuse, addiction or alcoholism, mental illness, HIV/AIDS, and other serious challenges to a successful life. The purpose of PSH is to provide housing combined with intensive, all-inclusive services, either in-house or through third-party providers, that will help the residents remain housed. These services should include:

- Case Management
- Behavioral Health Care
- Medical Care
- Life Skills Training

#### 2.4.2 **Supportive housing for Transition Age Youth Aging out of Foster Care.**

2.4.2.1 “HHA” is conducting a four-year demonstration program that gives a preference to up to 100 applicants during the demonstration period. The intent is to preference 25 Transition Age Youth (TAY) Aging out of Foster Care annually, but unused slots will rollover each year until the final year of the demonstration. The four-year total may not exceed 100 participants.

2.4.2.2 Applicants must accept referrals from “HHA's” TAY pilot preference where participants have partnered with a service provider with whom “HHA” has executed a Memorandum of Understanding (MOU) outlining the provider's responsibilities with respect to the provision of supportive services for the referred household. The applicant must work collaboratively with the resident service provider.

#### 2.4.3 **Housing developments located or to be located in census tracts that are "high opportunity areas", designated as revitalization areas by the City of Houston, and/or that preserve or expand affordable housing opportunities in other areas of the City.**

2.4.3.1 Developers of Tax Credit Properties and Owners of other properties in areas with quality schools are encouraged to apply and “HHA” will assist the development to lease up vacancies and provide a contractual rental stream for the period of the Contract.

2.4.3.2 “HHA” is willing to take innovative approaches to obtain units in developments in high opportunity areas including a "demonstration" of a few units or for a shorter-term trial period. Units in this category may receive rents at the 110% payment standard subject to a determination that the rent meets required the rent reasonableness standard.

2.4.3.3 To receive full evaluation points for the high opportunity or City-designated revitalization area criteria, the proposed site must be: 1) located in a census tract with a poverty rate below 15%; and, 2) situated in the attendance zone of elementary, middle and high schools that have Met Standard ratings of 77 or greater on index 1 of the performance index related to student achievement. Only proposals that involve new

construction or substantial rehab qualify for points under the City-designated revitalization area criteria.

2.4.3.4 To score in the midrange for this criterion, proposals must be located in census tracts designated as revitalization areas by the City of Houston (applies to new construction or substantial rehab proposals only) and/or have poverty rates below 15%. Other developments that promote the preservation or expansion of affordable housing opportunities are eligible to score in the mid-range.

2.4.3.5 In evaluating this criteria, “HHA” will carefully review the information provided in each proposal concerning conformance with HUD’s Site and Neighborhood standards.

2.5 “HHA’s” PBV initiative is intended to support and expand PSH and other housing options for low-income families and to support or encourage the development of new housing units and/or the rehabilitation of existing housing in order to increase the supply of affordable accessible housing for this particular population.

“HHA’s” PBV initiative is also intended to support expansion of affordable housing into high opportunity areas and other areas designated for revitalization by the City of Houston. Finally, “HHA’s” PBV initiative is intended to support the preservation or expansion of affordable housing opportunities citywide.

2.6 As a result of this solicitation, “HHA” will authorize PBV assistance for newly constructed, rehabilitated or existing housing units. In total, “HHA’s” goal is to assist 1,000 units of PSH housing through the PBV program. “HHA” intends to support additional units of PBV housing that are located in high opportunity areas and/or revitalization areas designated by the City of Houston. “HHA” will consider proposals for both PSH and non-PSH developments.

2.7 PBV proposals must include no more than one hundred fifty (150) units; however, in general, “HHA” will not approve PBV assistance for the greater of twenty-five (25) units or twenty-five (25) percent of the units in a project except as allowed under HUD PIH Notice 2017-21 or successor notices, or in limited circumstances where the PBV application demonstrates: 1) a project design that is sensitive and responsive to the unique needs of the PSH or VASH population as applicable; 2) a project that incorporates single-family housing and/or other low-density design; 3) a well-documented supportive services plan that incorporates comprehensive case management and related services provided on-site and at nearby accessible locations; 4) an operating budget with adequate resources identified and secured to address service, security and maintenance concerns; and 5) the active involvement of project sponsors and/or committed partners with a demonstrated track record of serving a similar target population at well-run residential locations of comparable or larger scale to that proposed for PBV or PBV VASH assistance.

2.8 “HHA” will not approve PBV-VASH proposals for more than twenty-five (25) percent of units per project.

2.9 “HHA” may at its discretion, approve proposals which vary from the parameters specified above if the proposal review determines that approving the proposal is in the best interests of “HHA” and the low-income residents of Houston, provided that the variance is not prohibited under PBV program regulations.

### 3.0 **PROCUREMENT SCHEDULE**

3.1 The Procurement Schedule for this solicitation is annotated in Attachment J.

### 4.0 **SUBMITTALS**

4.1 All responses must conform to the requirements specified herein.

4.1.1 “HHA” is not responsible for any costs that may be incurred in the development and submittal of any responses to this solicitation, and will not accept responses that are submitted via facsimile, or e-mail.

4.2 **ALL ITEMS IN SECTION 4.3 MUST BE DOWNLOADED ON A FLASH DRIVE AS ONE COMPLETE ADOBE FILE, AND SUBMITTED WITH THE REQUIRED COMPLETED DOCUMENTS IN A SEALED ENVELOPE.**

4.2.1 **THE CONTENTS AND ACCURACY OF THE FLASH DRIVE SHOULD BE CHECKED BEFORE IT IS SUBMITTED TO “HHA”.**

4.3 **One (1) original (clearly marked in a three-ring binder), and (1) copy (clearly marked in a three-ring binder)** of the responses may be hand delivered, or mailed to the location specified on page 1. Each response must be tabbed, and contain the following:

4.3.1 Table of Contents listing the submittal contents. The critical elements of the proposal shall include the following minimum information:

4.3.1.1 **Attachment A:** Declaration

4.3.1.2 **Attachment B:** Non-Collusive Affidavit

4.3.1.3 **Attachment C:** M/WBE Participation

4.3.1.4 **Attachment D:** Section 3 Requirements and Commitment

4.3.1.5 **Attachment E:** Conflict of Interest Questionnaire (CIQ)

4.3.1.6 **Attachment F:** Representations, Certifications, and Other Statements of Bidders Public and Indian Housing Programs (Form HUD 5369-A)

4.3.1.7 Appendix A Application for PBV Assistance Form, and any additional materials as required by this Appendix.

4.3.1.8 Any supplementary facts or materials which may assist “HHA” in evaluating a submitted proposal

4.3.1.9 Each submittal shall contain an explicit statement of the legal entity with which “HHA” will contract: name, address, phone number, and name of principal person assigned to negotiate on behalf of the Firm. Furthermore, the Firm shall identify principals of any participating professional Firm(s) which subcontracts or joint ventures with the Firm, including names, addresses, position, and description of the extent of participation in the project. If the Firm is a subsidiary, its relationship to its parent company(s) shall be disclosed. The Firm shall identify the organization and management approach to the project, as well as identify individuals who will be assigned key management positions. Resumes of these individuals shall be provided.

4.4 Submittals that omit critical elements may be considered non-responsive by “HHA”. Any handmade corrections made in the proposal must be initialed by the principal or authorized officer of the Firm(s).

4.5 The original proposal must bear the original signature of a principal or authorized officer of the Firm.

4.6 “HHA” may not evaluate responses which do not comply with the submittal requirements specified herein, and responses received after the specified due date will be considered non-responsive.

4.7 Proposals received by the specified due date shall be evaluated within ninety (90) days of the due date.

## 5.0 **PERIOD OF PERFORMANCE**

5.1 “HHA” may enter into an initial Housing Assistance Payments (HAP) Contract for a maximum initial term of twenty (20) years contingent upon annual appropriations. At “HHA’s” discretion, the Contract may be extended for a term not to exceed an additional twenty (20) years.

5.2 Lease Term - The initial term of the tenant lease must be for at least one year, except that in the HUD-VASH Program the lease may be for less than twelve months if requested by the tenant (homeless veteran), case manager or other supportive service representative working on behalf of the tenant.

## 6.0 **EVALUATION CRITERIA**

6.1 A PBV Selection Panel will be appointed by HHA's Vice President, HCVP to review, evaluate, rank and select the applications according to the criteria described herein. In the event that “HHA” owned or controlled units are considered, the “HHA” will forward the applications to a qualified independent entity pursuant to HUD regulations for review.

- 6.2 The Factors listed in **Attachment K** will be utilized to evaluate each application submitted. The assigning of points for each Factor will be based upon the documentation that the proposer submits.
- 6.3 If a proposal does not meet the requirements indicated herein or the requirements established in the site selection section of this solicitation, it will be designated non-responsive. Proposals will be rejected for the following reasons:
  - 6.3.1 If it requires the permanent displacement of tenants;
  - 6.3.2 If there is no site control; and,
  - 6.3.3 If the property has liens attached and these liens are a result of the current owner's negligence.
- 6.4 "HHA" reserves the right to reject:
  - 6.4.1 Any or all proposals, to waive any informality, or to cancel this solicitation at any time for misinformation, errors, or omissions of any kind – when it is in the best interests of "HHA"; and,
  - 6.4.2 Not consider any proposal(s) which does not meet the requirements of this solicitation, including but not limited to; incomplete proposals and/or proposals offering alternate or non-requested services.
- 6.5 "HHA" reserves the right to request oral presentations from selected firms, and to request additional information as may be required.
- 6.6 Properly submitted proposals that meet the requirements herein will be evaluated and ranked by "HHA" using the evaluation Criteria specified herein. At its discretion, "HHA" may not select any of the submitted proposals, or it may select more than one of the submitted proposals.

## 7.0 **HUD RULES AND REGULATIONS**

- 7.1 In addition to the provisions outlined in this solicitation, properties selected for PBV must comply with all applicable requirements not otherwise waived under the HUD-VASH Program, set forth in the Code of Federal Regulations at 24CFR Part 983 and/or HUD Notices, and the Project-Based Voucher Program. Regardless of whether the provisions of this solicitation are silent on or differ from the requirements of applicable federal regulations, the applicable federal regulations shall prevail. HUD is expected to promulgate further PBV regulatory changes in response to the 2016 HOTMA legislation which may impact the description and parameters of the PBV program noted herein.
- 7.2 **SUMMARY OF OTHER IMPORTANT PROJECT-BASED ASSISTANCE PROGRAM REGULATIONS**
  - 7.2.1 PBV vouchers remain "mobile": After one year, families have the option to leave the PBV unit and receive a tenant-based voucher. "HHA" will supply the owner with a referral for a new PBV tenant. Families who wish to relocate with continued assistance must inform the owner and "HHA" in writing not less than 30 days prior



to the date they plan to vacate the unit. “HHA” will then place the family on a Mobile PBV Voucher Waiting list according to the date and time of receipt by “HHA” of the written notification of the family's 30-day notice of intent to vacate. “HHA” will issue the next available tenant-based voucher to families on the Mobile PBV voucher waiting list before proceeding to its regular Section 8 waiting list. Families from the regular Section 8 waiting list who have been notified of an eligibility appointment for a tenant-based voucher will not be delayed from receiving their voucher.

- 7.2.2 **Inspections**: All contract units must comply with HQS at all times during the term of the HAP Contract. All units will be inspected for HQS compliance by “HHA” prior to execution of the HAP and upon turnover of units. In addition, annual inspections will be conducted by “HHA” which may be based on a random sampling of at least 20 % of the contract units as allowed under HUD regulations at 24 CFR 983.103. In the event that more than 20% of the sampled units fail the initial annual inspection, “HHA” shall conduct inspections on 100% of the contract units. “HHA” may conduct other inspections as needed to ensure that HQS violations have been corrected, in response to tenant or owner requests, for quality control purposes, or as determined necessary by “HHA” to ensure compliance with the HAP Contract. Units owned by “HHA” subsidiaries shall be inspected by an independent entity approved by HUD which shall furnish copies of each inspection report to “HHA” and the HUD Field Office.
- 7.2.3 **Rent**: The voucher rent must be approved by “HHA” and must conform to the requirements of 24 CFR 983 Subpart G.
- 7.2.4 **Rent Increases**: Rent increases may be requested by the owner in writing to “HHA” no later than sixty days prior to the HAP Contract anniversary date. There is a single anniversary date for the entire PBV project. “HHA” shall review and redetermine rent based on the requirements of 24 CFR 983 Subpart G.
- 7.2.5 **Davis-Bacon Wages**: If PBV assistance will be attached to nine (9) or more units in a project, the owner and the owner's contractors and subcontractors must pay Davis-Bacon (D-B) wages to laborers and mechanics employed in development of the housing and must conform to all applicable requirements as stated in 24 CFR 983.154. Information on D-B wage rates and related information is available online at <http://www.wdol.gov/>
- 7.2.6 **Vacancy Payments**: “HHA” may pay the owner vacancy payments up to 60 days.
- 7.2.7 **Annual Compliance Monitoring Fee**: For “HHA's” services in monitoring the Compliance of the Owner in participating in the project-based voucher program, “HHA” may institute a cumulative compliance monitoring fee in an initial amount not to exceed \$200 per unit per annum adjusted annually by inflation, beginning on the placed-in-service date, such amount to be payable out of cash flow available for distribution. **Please include the fee in the pro forma as indicated in Attachment K.**

## 8.0 **APPLICATION COMPLIANCE**

8.1 Before selecting units, “HHA” will determine if each application is responsive to, and in compliance with “HHA's” written selection criteria and procedures, and conforms to all applicable HUD program regulations and requirements including, but not limited to the following:

8.1.1 The property:

- Is eligible housing per 24 CFR 983.53 and 24 CFR 983.54;
- Complies with the cap on the number of PBV units per project/building (24 CFR 983.56);
- Meets the site selection standards (24 CFR 983.57);
- Owner understands and agrees to abide by all “HHA” and HUD rules and regulations governing the PBV program; and,
- Has/will have site control.

8.1.2 The site is consistent with the deconcentration goals already established in the “HHA's” PHA plan and with civil rights laws and regulations, including HUD's rules on accessibility at 24 CFR 8.4 (b)(5);

8.1.3 The owner agrees to select tenants from the “HHA” waiting list; and affirms that other project principles are not on the U.S. General Services Administration list of parties excluded from Federal procurement and non-procurement programs.

8.1.4 Proposed initial gross rents will not exceed 110% of the applicable Fair Market Rent (including any applicable allowance for tenant-paid utilities for the size of the unit).

**END OF SECTION II**

### **III. GENERAL TERMS AND CONDITIONS**

#### **9.0 AMENDMENTS**

9.1 Any interpretation affecting this solicitation will be issued in the form of an amendment by “HHA” prior to the specified due date on page 1. “HHA” will not be bound by, or responsible for any other explanations or interpretations of this solicitation other than those given in writing as set forth herein. Oral instructions, interpretations, or representations will not be binding upon “HHA” or representatives of “HHA”. All amendments shall be binding in the same way as if originally written in this solicitation.

#### **10.0 ASSIGNMENTS OR TRANSFER**

10.1 The successful Firm (s) will not assign or transfer any interest in the Contract in whole or in part, without the written approval of “HHA”, and in conformance with applicable regulations and HAP Contract terms.

#### **11.0 AVAILABILITY OF RECORDS**

11.1 The U. S. Department of Housing and Urban Development, the Inspector General of the United States, “HHA”, 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 Firm (s) office, that relates to any work that is performed as a result of this solicitation.

#### **12.0 BASIS OF PROPOSAL**

12.1 Interested parties are responsible for ensuring they have all documents referenced and incorporated in this solicitation and are familiar with the contents of those documents. 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.

#### **13.0 CANCELLING THE SOLICITATION**

13.1 “HHA” may cancel this solicitation at any time, and when it is in its best interests to do so. (See Section 4.1.1)

#### **14.0 FEDERAL REGULATIONS WITH REGARD TO NONDISCRIMINATION AND EQUAL OPPORTUNITY**

14.1 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 successful Contractor (s).

14.2 The successful Contractor (s) will:

14.2.1 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.

14.2.2 Meet the requirements of:

14.2.2.1 Section 3 of the Housing and Urban Development Act of 1968, relating to the training and employment of individuals and contracting for business opportunities in metropolitan areas in which federally funded programs are being operated

14.2.2.2 Executive Orders (EO's):

- EO 11246 relating to equal employment opportunity in connection with federally funded programs
- EO's 11625, 12432, and 12138 relating to the use of minority and women's business enterprises in connection with federally funded programs

15.0 **INDEMNIFICATION AND HOLD HARMLESS**

**15.1 THE CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD "HHA" AND THEIR OFFICERS, AGENTS AND EMPLOYEES (THE "INDEMNIFIED PERSONS") HARMLESS FROM ALL LIABILITY, LOSS OR DAMAGE, INCLUDING ATTORNEY FEES AND EXPENSES, RESULTING FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER ASSERTED BY ANY PERSON (INCLUDING, WITHOUT LIMITATION, THE INDEMNIFIED PERSONS' OR CONTRACTOR'S EMPLOYEES), FOR PERSONAL INJURY, DEATH, OR FOR LOSS OF OR DAMAGE TO ANY AND ALL PROPERTY IN ANY WAY ARISING OUT OF OR IN CONNECTION WITH CONTRACTOR'S PERFORMANCE HEREUNDER.**

**15.2 THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGE AND LOSS SUSTAINED BY IT TO ITS TOOLS AND EQUIPMENT UTILIZED IN THE PERFORMANCE OF CONTRACTORS SERVICES HEREUNDER. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, THE CONTRACTOR'S INDEMNIFICATION OF THE INDEMNIFIED PERSONS IS LIMITED TO \$1,000,000 PER OCCURRENCE.**

- 15.3 **“HHA” SHALL NOTIFY CONTRACTOR OF ANY CLAIM “HHA” RECEIVES NOTICE OF ASSERTED AGAINST THE INDEMNIFIED PERSONS WITH RESPECT TO WHICH INDEMNIFIED PERSONS ARE INDEMNIFIED AGAINST LOSS BY CONTRACTORS HEREUNDER WITHIN FIFTEEN (15) DAYS OF “HHA'S” RECEIPT OF NOTICE OF SUCH CLAIM, AND SHALL PROMPTLY DELIVER TO CONTRACTOR THE ORIGINAL OR A TRUE COPY OF ANY SUMMONS OR OTHER PROCESS, PLEADING, OR NOTICE ISSUED OR SERVED IN ANY SUIT OR OTHER PROCEEDING TO ASSERT OR ENFORCE ANY SUCH CLAIM. IF “HHA” OR ANY OF THE INDEMNIFIED PERSONS DO NOT PROVIDE THIS NOTICE WITHIN THE FIFTEEN (15) DAY PERIOD, IT DOES NOT WAIVE ANY RIGHT TO INDEMNIFICATION EXCEPT TO THE EXTENT THAT CONTRACTOR IS PREJUDICED, SUFFERS LOSS, OR INCURS EXPENSE BECAUSE OF THE DELAY.**
- 15.4 **FOLLOWING SUCH NOTIFICATION, AND EXCEPT AS OTHERWISE PROVIDED BELOW, CONTRACTOR SHALL DEFEND ANY SUCH SUIT AT ITS SOLE COST AND EXPENSE WITH ATTORNEYS OF ITS OWN SELECTION WHO ARE REASONABLY SATISFACTORY TO “HHA”. CONTRACTOR SHALL CONTROL THE DEFENSE AND ANY NEGOTIATIONS TO SETTLE THE CLAIM, BUT THE INDEMNIFIED PERSONS SHALL HAVE THE RIGHT, IF THEY SEE FIT, TO PARTICIPATE IN SUCH DEFENSE AT THEIR OWN EXPENSE. CONTRACTOR SHALL HAVE THE POWER TO SETTLE THE CLAIM WITHOUT THE CONSENT OR AGREEMENT OF “HHA” UNLESS THE SETTLEMENT WOULD:**
- 15.4.1 **RESULT IN INJUNCTIVE RELIEF OR OTHER EQUITABLE REMEDIES OR OTHERWISE REQUIRE THE INDEMNIFIED PERSONS TO COMPLY WITH RESTRICTIONS OR LIMITATIONS THAT WOULD ADVERSELY AFFECT THE INDEMNIFIED PERSONS,**
- 15.4.2 **REQUIRE THE INDEMNIFIED PERSONS TO PAY AMOUNTS THAT CONTRACTOR DOES NOT FUND IN FULL,**
- 15.4.3 **NOT RESULT IN THE INDEMNIFIED PERSONS' FULL AND COMPLETE RELEASE FROM ALL LIABILITY TO THE CLAIMANTS OR OTHER PARTIES THAT ARE PARTIES TO OR ARE OTHERWISE BOUND BY THE SETTLEMENT; OR,**
- 15.4.4 **ESTABLISH A PRECEDENT(S) WHICH THE INDEMNIFIED PERSONS, IN THEIR SOLE DISCRETION INDIVIDUALLY OR IN THEIR COLLECTIVE DISCRETION AS A GROUP, DETERMINES IS NOT IN THE BEST INTEREST OF THE INDEMNIFIED PERSONS.**
- 15.5 **IF CONTRACTOR NOTIFIES “HHA” IN WRITING WITHIN TEN (10) DAYS AFTER RECEIPT OF “HHA'S” WRITTEN NOTICE OF A CLAIM AND REQUEST FOR INDEMNIFICATION THAT IT ELECTS NOT TO DEFEND THE CLAIM, THEN “HHA” OR ANY OF THE INDEMNIFIED PERSONS SHALL ASSUME AND CONTROL THE DEFENSE AND ALL DEFENSE EXPENSES SHALL CONSTITUTE AN INDEMNIFICATION LOSS.**

## 16.0 **INFORMALITIES**

16.1 “HHA” reserves the right to waive any informality, and make an award that is in the best interests of “HHA”.

16.1.1 Minor informalities are matters of form rather than substance. They are insignificant mistakes that can be waived or corrected without prejudice to the other proposers and have little or no effect on price, quantity, quality, delivery, or contractual conditions. Examples include failure to: return the number of signed bids required by the bid package; sign the bid, provided that the unsigned bid is accompanied by other documents indicating the bidder's intent to be bound (e.g., a signed cover letter or a bid guarantee); complete one or more certifications; or acknowledge receipt of an amendment or addendum, provided that it is clear from the bid that the bidder received the amendment/addendum and intended to be bound by its terms, or the amendment/addendum had a negligible effect on price, quantity, quality, or delivery.

## 17.0 **MINORITY WOMEN BUSINESS ENTERPRISE (M/WBE) PARTICIPATION**

17.1 Refer to Attachment C.

## 18.0 **MISTAKES**

18.1 General

18.1.1 While proposers/bidders will be bound by their submittals (the "firm bid rule"), circumstances may arise where correction or withdrawal of their bid or proposal is proper and may be permitted. Correction or withdrawal of a bid or proposal will be done in a manner that will protect and maintain the integrity and fairness of the competitive solicitation process.

18.2 Mistakes Discovered Before Solicitations Are Opened

18.2.1 Interested parties may withdraw or modify their submittals by written or facsimile notice prior to the opening of the solicitations. (See Attachment I Form HUD-5369-B item 6)

18.3 Review of Mistakes

18.3.1 After the solicitations are opened, “HHA” will review all submittals to ensure there are no obvious mistakes, e.g., the sum of individual bid line items does not equal the total price. If a submittal appears to have a mistake, “HHA” will notify the interested of any apparent mistake(s) in his/her submittal, and request verification of the total price as submitted.

18.4 Mistakes After Solicitations Are Opened

18.4.1 If this solicitation is soliciting bids, then in general, bidders will not be permitted to change a bid after bid opening. In rare cases, “HHA” may permit the revision of a bid if the bidder is able to present clear and convincing evidence, acceptable to “HHA”, of a mistake and the intended bid price. Allowing changes to bids without

appropriate evidence may compromise the integrity of the public bid process and serve to undermine public confidence in the PHA's bidding process. Therefore, "HHA" will request as much evidence as it deems necessary. Examples of evidence may include: original work papers, bids from suppliers and subcontractors used to develop the bid, bonding or insurance evidence supporting a different bid price, etc. Failure or refusal by a bidder to provide adequate evidence shall result in the original bid remaining unchanged. Consultation with HHA's Legal Department will occur before authorization is given change a bid. If justified, a low bidder can be replaced with the next lowest bidder.

## 19.0 **PERMITS**

19.1 The successful Contractor (s) shall obtain and pay (independent of "HHA"), all permits, certificates, and licenses required and necessary for the performance of the work specified herein. Furthermore; they shall post all notices required by law, and shall comply with all laws, ordinances, and regulations which may affect their performance.

## 20.0 **PROJECT MANAGER**

20.1 "HHA" will designate a Project Manager who will be the initial point-of-contact on all matters during the Period of Performance.

## 21.0 **QUESTIONS**

21.1 Interested parties should follow the instructions on page 1 should they have any questions about this solicitation.

## 22.0 **REMOVAL OF EMPLOYEES**

22.1 "HHA" may request the successful Contractor (s) to remove immediately from the contract/project, any employee found unfit to perform their duties due to one or more of the following reasons, which includes, but is not limited to:

22.1.1 Negligence, being disorderly, using abusive or offensive language, quarreling or fighting, stealing, vandalizing property; and,

22.1.2 Engaging in immoral or inappropriate behavior (e.g., being intoxicated, or under the influence of mind-altering substances), or pursuing criminal activity (e.g., selling, consuming, possessing or being under the influence of illegal substances).

## 23.0 **STANDARDS OF CONDUCT**

23.1 During the period of performance, the employees of the awarded Contractor (s) shall conduct themselves in a responsible and professional manner, and may be removed from the project if they display behavior which is unacceptable to "HHA".

## 24.0 **SUBCONTRACTING**

24.1 Any contract issued as a result of this solicitation will not be subcontracted unless it has been previously approved by "HHA" in writing.

## 25.0 **ATTACHMENTS**

25.1 The following documents are considered part of this solicitation:

- 25.1.1 Attachment A: Declaration
  - 25.1.2 Attachment B: Non-Collusive Affidavit
  - 25.1.3 Attachment C: M/WBE Participation
  - 25.1.4 Attachment D: Section 3 Requirements and Commitment
  - 25.1.5 Attachment E: Conflict of Interest Questionnaire (CIQ)
  - 25.1.6 Attachment F: Representations, Certifications, and Other Statements of Bidders Public and Indian Housing Programs (Form HUD 5369-A)
  - 25.1.7 Attachment G: General Conditions for Non-Construction Contracts (Form HUD 5370 C Section 1)
  - 25.1.8 Attachment H: General Conditions for Non-Construction Contracts (Form HUD 5370 C Section II)
  - 25.1.9 Attachment I: Instructions to Offerors Non-Construction (Form HUD 5369-B)
  - 25.1.10 Attachment J: Procurement Schedule
  - 25.1.11 Attachment K: Evaluation Factors
  - 25.1.12 Attachment L: Fair Market Rents, Payment Standards and Income Limits for Houston, Texas PMSA
  - 25.1.13 Attachment M: Allowance for Tenant Furnished Utilities and Other Services (consisting of four pages)
  - 25.1.14 Appendix A: Application Form for HHA PBV Assistance
- 25.2 Interested parties are responsible for ensuring they have all documents referenced and incorporated in this solicitation, and are familiar with the contents of those documents. 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.

**END OF SECTION III**



**ATTACHMENT A**

**DECLARATION**

The undersigned declares the following:

- This response is being submitted in good faith, and without collusion or fraud
- The only person(s) interested in the aforementioned solicitation is listed below, and that this response is being submitted without connection or arrangement with any other person
- They have complied with the requirements of the aforementioned solicitation, have read all addenda (if any), and is satisfied that they fully understand the intent of the aforementioned solicitation and the terms and conditions that will govern any award issued by “HHA” as a result of this solicitation
- They agree to execute an agreement with “HHA” based on the latter accepting the submittals required by the aforementioned solicitation

Persons Interested in this Response:

Name

Identity of Interest

1.

2.

3.

\_\_\_\_\_  
**NAME OF CONTRACTOR/OFFEROR/FIRM/INDIVIDUAL/CORPORATION**

\_\_\_\_\_  
**MANUAL OR E-SIGNATURE**

\_\_\_\_\_  
**TITLE**

\_\_\_\_\_  
**E-MAIL ADDRESS**

\_\_\_\_\_  
**PHONE NUMBER / FAX NUMBER**

\_\_\_\_\_  
**CITY, STATE**

\_\_\_\_\_  
**SUBMITTAL DATE**

**ATTACHMENT B**

**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 Firm of, etc.)

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

THE HOUSTON HOUSING AUTHORITY

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

\_\_\_\_\_  
Signature of Bidder, if Bidder is an Individual

\_\_\_\_\_  
Signature of Bidder, if Bidder is a Partnership

\_\_\_\_\_  
Signature of Officer, if Bidder is a Corporation

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
**Notary Public**

My Commission expires \_\_\_\_\_

**Note: This form must bear a manual signature.**

## ATTACHMENT C

### **REQUIREMENTS FOR SUBCONTRACTING WITH SMALL BUSINESSES AND MINORITY BUSINESSES, WOMEN BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.**

#### **I. INSTRUCTIONS.**

Any Prime Contractor awarded a contract pursuant to this procurement must agree to comply with the subcontracting requirements set forth below. Please note that the capitalized terms used in this document are defined below in § VII.

**(1) Please read this document carefully; (2) sign the acknowledgement; and (3) complete and sign the attached "Bidder's Proposed M/WBE Participation Form."**

#### **II. OVERVIEW.**

Any contract resulting from this procurement must comply with: (1) the requirements in HHA's Procurement Policy (the "Policy") and the Code of Federal Regulations (the "Code") regarding Subcontracting with small and minority owned businesses, women business enterprises, and labor surplus area firms (the "Policy Requirements"); and (2) "HHA's" goal regarding Subcontracting with minority business enterprises and women business enterprises (the HHA's Goal). Any person or Firm that receives an award pursuant to this procurement must take affirmative steps to comply with the Policy Requirements and must use their best efforts to meet HHA's Goal. The Policy Requirements and HHA's Goal are described in detail below.

#### **III. THE POLICY REQUIREMENTS.**

Pursuant to the Policy, at § 15, and the Code, at 2 CFR § 200.321, if a Prime Contractor awarded a contract pursuant to this procurement lets Subcontracts, then the Prime Contractor must take affirmative steps to assure that, when possible, Subcontracts are let to Small Business Enterprises ("SBEs"), Minority Businesses Enterprises ("MBEs"), Women Business Enterprises ("WBEs"), and Labor Area Surplus Firms ("LASFs"). The affirmative steps a Prime Contractor who lets Subcontracts must take are:

- Placing SBEs, MBEs, and WBEs, on solicitation lists;
- Assuring that SBEs, MBEs, and WBEs, are directly solicited for bids or proposals whenever such entities are potential sources to perform Subcontracts;
- Dividing total job requirements, whenever economically feasible, into smaller tasks or quantifies to permit maximum participation by SBEs, MBEs, and WBEs, in a given project;
- Establishing delivery schedules, when the requirement permits, that encourage participation by SBEs, MBEs, and WBEs;
- Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce; and,

- Including in Subcontracts, to the greatest extent feasible, a clause that requires Subcontractors to provide opportunities for training and employment for lower income persons who reside in the project area.

The affirmative steps listed above shall remain in effect for the duration of the Prime Contract awarded pursuant to this procurement. “HHA” encourages Prime Contractors to implement these steps when acquiring the materials they need to perform their obligations under the Prime Contract.

#### IV. HHA’S GOAL

##### A. Overview of HHA’s Goal and related requirements.

In addition to taking the affirmative steps outlined above in § III, a Prime Contractor who anticipates using Subcontracts to complete any work associated with this procurement must use its best efforts to satisfy HHA’s Goal regarding the participation of MBEs and WBEs in work under contracts awarded by “HHA”. HHA’s Goal, as adopted by its Board of Commissioners, is that when Subcontracts are being let, at least 30% of the Prime Contract’s total dollar amount is subcontracted to MBEs or WBEs, with at least 15% of the Prime Contract’s total dollar amount being subcontracted to MBEs, and at least 15% being subcontracted to WBEs.

In furtherance of HHA’s Goal, a Prime Contractor awarded a contract under this procurement who intends to let Subcontracts must use its best efforts to Subcontract with MBEs and WBEs. **Specifically, a Prime Contractor letting Subcontracts must use its best efforts (1) to Subcontract at least 15% of the Prime Contract’s total dollar amount to MBEs, and (2) to Subcontract at least 15% of the Prime Contract’s total dollar amount to WBEs. A Prime Contractor’s obligation to use its best efforts to subcontract with MBEs and WBEs in accordance with HHA’s Goal shall remain in effect for the duration of the Prime Contract, shall apply in any instance that the Prime Contractor lets Subcontracts, and shall apply equally to all Prime Contractors letting Subcontracts, regardless of whether the Prime Contractor is itself a MBE or WBE.**

- A Prime Contractor must document its use of best efforts to meet HHA’s Goal. Generally, written evidence of a Prime Contractor’s attempts to Subcontract with MBEs and WBEs shall suffice to document a Prime Contractor’s best efforts. Written evidence may include, but is not necessarily limited to, emails, phone logs, or correspondence showing that a Prime Contractor attempted to Subcontract with MBEs and WBEs by, at a minimum, soliciting bids or quotes. Contractors may access a list of designated MBEs and WBEs at:

1. State of Texas Website: <https://comptroller.texas.gov/purchasing/vendor/hub/>
2. Houston Housing Authority (“HHA”) Website: <http://www.housingforhouston.com/doing-business-with-hha/bidder-registration--bidder's-list.aspx>

Note: The following is the path to “HHA’s” website:

- HousingforHouston.com
- Doing Business with “HHA”
- Bidder’s Registration / Bidder’s List

In addition, upon request, “HHA” may assist contractors in identifying MBEs and WBEs (but, requesting such assistance, standing alone, is not sufficient to show best efforts).

- A Prime Contractor’s duty to document its best efforts to meet HHA’s Goal shall remain in effect for the duration of the Prime Contract and shall apply to all Prime Contractors awarded a contract pursuant to this procurement. “HHA” encourages Prime Contractors to use their best efforts to procure from MBEs and WBEs the materials necessary for the Prime Contractor to perform its obligations under the Prime Contract.

**V. CONTRACTOR’S AGREEMENT TO COMPLETE REQUIRED FORMS AND TO COOPERATE WITH “HHA” REGARDING THE POLICY REQUIREMENTS AND HHA’S GOAL.**

**All respondents to this procurement who anticipate letting subcontracts must complete and return the attached “Bidders Proposed M/WBE Participation Form” (the “Form”).** Respondents should include the Form in their response to this procurement; in addition, information documenting the respondent’s use of best efforts to subcontract with MBEs and WBEs should accompany the Form. If it does not anticipate letting subcontracts, a respondent must, along with its response, inform “HHA” of same, and provide a brief explanation of why no subcontracts will be let. “HHA” will consider as non-responsive any response that fails to include a completed Form; “HHA” will, however, allow respondents an opportunity to cure a failure to include the Form with a response.

In addition to completing and submitting the Form to “HHA”, any entity awarded a contract by “HHA” pursuant to this procurement must provide “M/WBE Confirmation of Payment Form(s),” as necessary or as requested by “HHA”. Prime Contractor must also to submit proof of payments to SBEs, MBEs, WBEs, and LASFs, as requested by “HHA”, or as otherwise is required by law.

**VI. CONSEQUENCES FOR FAILING TO TAKE THE AFFIRMATIVE STEPS MANDATED BY THE POLICY REQUIREMENTS OR USING BEST EFFORTS TO MEET HHA’S GOALS.**

If a Prime Contractor letting subcontracts does not take the affirmative steps mandated by the Policy Requirements, use its best efforts to meet HHA’s Goal, or cooperate with “HHA” with respect to the requirements set forth herein, “HHA” reserves the right to refuse to award a contract to the Prime Contractor, to deem the Prime Contractor’s response to a solicitation non-responsive, to terminate an existing contract with the Prime Contractor, and to bar the Prime Contractor from being awarded any future contracts by “HHA”.

**VII. DEFINITIONS.**

- “Code” means the Code of Federal Regulations.
- “Form” means the “Bidders Proposed M/WBE Participation Form” included with this procurement.
- “HHA” means the Houston Housing Authority, and, for the purposes of the requirements set forth herein, HHA’s affiliates and any property management company procuring work or services for the benefit of a property owned by “HHA” or its affiliates.
- “LASFs” refers to Labor Area Surplus Firms. Labor Area Surplus Firms are businesses that will expend more than fifty percent of the cost of performing a contract in areas of concentrated unemployment or underemployment, as defined by the Department of Labor and promulgated at 20 CFR Part 654.

- “MBE(s)” refers to minority business enterprises. Minority business enterprises are businesses that are at least fifty-one percent owned by one or more minority group members, or, in the case of a publicly owned business, a business where at least fifty-one percent of the business’s 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. Minority group members include, but are not necessarily limited to: (a) Black Americans; (b) Hispanic Americans; (c) Native Americans; (d) Asian-Pacific Americans; (e) Asian-Indian Americans; and (f) Hasidic Jewish Americans.
- “Policy” means the Houston Housing Authority’s Procurement Policy.
- “Policy Requirements” shall have the meaning set forth in § II above.
- “Prime Contract(s)” means the Contract awarded pursuant to this procurement that is between a respondent to the solicitation and “HHA”. For all purposes herein, the term is inclusive of all change orders or amendments to the initial Contractor entered between the Prime Contractor and “HHA”.
- “Prime Contractor(s)” means the person or entity who responds to this procurement and is awarded a contract by “HHA”.
- “SBEs” refers to small business enterprises. Small business enterprises are businesses that are independently owned, not dominant in their field of operation, and not an affiliate or subsidiary of a business that is dominant in its field of operation.
- “Subcontract(s)” means the Contract between the Prime Contractor and a Subcontractor entered to accomplish all or a part of the Prime Contractor’s obligations under its Contract with “HHA” that results from this procurement.
- “Subcontractor(s)” means a person or entity who the Prime Contractor contracts with to perform a part or all of the Prime Contractor’s obligations under the Prime Contractor’s Contract with “HHA” that results from this procurement.
- “WBEs” refers to women business enterprises. Women business enterprises are businesses that are at least fifty-one percent owned by a woman who is a United States citizen, or by women who are United States citizens and who control and operate the business.

**VIII. ACKNOWLEDGEMENT.**

The undersigned has read the foregoing “Requirements for Subcontracting with Small Businesses, Minority Businesses, Women Business Enterprises, and Labor Area Surplus Firm,” and understands and accepts the requirements and obligations set forth therein. When Subcontracting any portion of the work associated with this procurement, the undersigned agrees to take the affirmative steps stated in § III above, and agrees to use its best efforts to meet HHA’s Goal, as stated in § IV above. The undersigned understands and acknowledges that failure to comply the requirements set forth herein may result in HHA refusing to award a contract to the undersigned or the termination of an existing contract.

---

**Name of Firm**

---

**Complete Address**

---

**Name of Individual Completing this Form**

---

**Title**

---

**Direct Phone Number / Cell Phone Number**

---

**Direct Fax Number**

---

**E-Mail Address**

---

**Date**

---

**Manual or E-Signature**

## Bidder's Proposed M/WBE Participation Form

### Instructions

- “HHA” requires bidders (Prime Contractors) who let Subcontracts to use their best efforts to Subcontract at least 30% of a Prime Contract’s total dollar amount to Minority Business Enterprises (“MBEs”) or Women Business Enterprises (“WBEs”).
- It is HHA’s Goal, that Prime Contractors letting Subcontracts award at least 15% of the Prime Contract’s total amount to MBEs **and** at least 15% of the Prime Contract’s total amount to WBEs.
- The requirement that Prime Contractors letting Subcontracts use their best efforts to Subcontract with MBEs and WBEs applies to all Prime Contractors, regardless of their own status as a MBE or WBE.
- Please complete and sign the form below indicating firm Subcontracting commitments from MBEs and WBEs. Use additional pages, if necessary.
- For detailed information on HHA’s MBE and WBE Subcontracting requirements, see Attachment C.

	Name of MBE Subcontractor	Certification(s)	Amount of Subcontract	Percent of Contract Total
<b>MBEs</b>				
	<i>Total</i>			

**Note: Attach additional sheets if necessary.**

	Name of MBE Subcontractor	Certification(s)	Amount of Subcontract	Percent of Contract Total
<b>WBEs</b>				
	<i>Total</i>			

**Note: Attach additional sheets if necessary.**

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Manual or E-Signature



ATTACHMENT D

**HHA SECTION 3 REQUIREMENTS & COMMITMENT**

<b>Company Name:</b>	
<b>Name of Contact Person for Section 3 Commitment:</b>	
<b>Title:</b>	<b>Contact Number:</b>
<b>Contact Person E-Mail:</b>	
<b>Solicitation Title: Project Based Vouchers</b>	<b>Solicitation #: RFP 21-17</b>

**I. Background**

Section 3 of the Housing & Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (hereinafter “Section 3”) requires “HHA”, to the greatest extent feasible, to provide employment opportunities to residents of “HHA”, and other low-income individuals within the City of Houston. These employment opportunities are provided by contracts funded by “HHA” and/or its affiliates. The goal is to utilize “HHA” and/or its affiliates’ contracts to promote economic self-sufficiency among low-income populations.

**II. Solicitation Requirements**

Interested parties responding to a solicitation issued by “HHA” are required to include in their submission, this form (Section 3 Requirements & Commitment), which describes the efforts that will be taken to engage Section 3 Participants in employment and training opportunities “to the greatest extent feasible.” While low-income individuals who are not clients of “HHA” are eligible candidates for Section 3 opportunities, “HHA” expects consideration to be given to individuals who are clients of HHA’s affordable housing programs (public housing & voucher-holders).

**III. Section 3 Expectations**

Below are examples of acceptable Section 3 opportunities that will comply with HHA’s Section 3 requirements:

**1. Preferred Options (All responses to HHA solicitations shall include at least one of these options)**

- Hire low-income participants preferably clients of “HHA”, and/or provide paid job training/apprenticeship opportunities for low-income participants, preferably clients of “HHA”.

**2. Secondary Options (Should be considered only when circumstances impact the availability of jobs/training)**

- Subcontract at least 25% of the contract amount to a Section 3 Business, which is defined as 51% ownership held by a low-income individual(s), preferably a client of “HHA”.
- Provide evidence that the company is a Section 3 Certified firm which, demonstrated by the company’s ownership is at least 51% owned by low-income individual(s), preferably a client of “HHA”.
- In the event employment and training opportunities are not available, a cash contribution shall be provided to HHA’s Self-Sufficiency Fund for support of viable workforce development programs.



Housing and Equal Opportunity Agency. For assistance: Individuals with disabilities may contact the 504/ADA Administrator at 713-280-0353, TTY 713-280-0547 or [504ADA@housingforhouston.com](mailto:504ADA@housingforhouston.com)

#### IV. Section 3 Contract Expectations

Pursuant to Section 3 of the HUD Act of 1968, 12 U.S.C. 1701u, and its implementing regulations, 24 CFR Part 135 (“**Section 3**”), if additional job training, employment and other economic opportunities are generated by a contract administered directly or indirectly by **Houston Housing Authority** then, to the greatest extent feasible, these opportunities must be directed to low-income and very low-income persons. In addition to employment and training opportunities, Section 3 also seeks to benefit businesses owned by public housing residents and other low-income persons. The following provisions of 24 CFR 135.38 shall apply to all contracts involving Section 3 covered work with Houston Housing Authority or its property managers:

- 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.
- g. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

**V. Section 3 Commitment**

Identify what efforts will be taken to comply with HHA’s Section 3 Requirements to the greatest extent feasible:

***(Must select at least one option below)***

PRIMARY OPTIONS	DESCRIPTION OF EFFORTS “TO THE GREATEST EXTENT FEASIBLE”
<input type="checkbox"/> <b><u>PRIMARY OPTION 1</u></b> Hire Section 3 participants to fill employment opportunities listed in the solicitation.	Title: _____ # of Positions: _____ Pay _____ Duties: _____ Qualifications: _____ Title: _____ # of Positions: _____ Pay _____ Duties: _____ Qualifications: _____
<input type="checkbox"/> <b><u>PRIMARY OPTION 2</u></b> Provide paid job training/ apprenticeship opportunities to train Section 3 participants.	Title: _____ # of Positions: _____ Pay _____ Duties: _____ Qualifications: _____ Title: _____ # of Positions: _____ Pay _____ Duties: _____ Qualifications: _____
SECONDARY OPTIONS	DESCRIPTION OF EFFORTS “TO THE GREATEST EXTENT FEASIBLE”
<input type="checkbox"/> <b><u>SECONDARY OPTION 3</u></b> Subcontract at least 25 % of the Contract to a Section 3 Business (51% ownership held by a low-income individual(s), preferably a “HHA” client).	<p><b>Provide the name of Section 3 company(ies) awarded subcontracts (totaling at least 25% of the contract amount)</b></p> Company Name _____ Contract Amount \$ _____ Company Name _____ Contract Amount \$ _____ Company Name _____ Contract Amount \$ _____

<input type="checkbox"/> <b><u>SECONDARY OPTION 4</u></b> Demonstrate that the company's ownership (at least 51%) is owned by low-income individual(s), preferably a client of "HHA".	<p><b>The majority of the company (at least 51%) is owned by a low-income individual:</b></p> <p>Owner's Name: _____</p> <p>% of Ownership: _____</p> <p>Owner's Name: _____</p> <p>% of Ownership: _____</p>
<input type="checkbox"/> <b><u>SECONDARY OPTION 5</u></b> Due to unavailability of jobs/training opportunities, a cash contribution will be provided to a Self-Sufficiency Compliance Fund to support economic self-sufficiency opportunities and/or job training opportunities  <p><b><u>(NOTE: IF THIS OPTION IS SELECTED, "HHA" RESERVES THE RIGHT TO WITHHOLD THE CONTRIBUTION AMOUNT FROM PROGRESS PAYMENTS, IF ANY, OR FROM THE TOTAL AMOUNT OWED TO THE CONTRACTOR.)</u></b></p>	<p><b>If this Secondary Option is selected, the Contractor must explain why job/training opportunities are not available:</b></p> <p>_____</p> <p>_____</p> <p>_____</p> <p><b>Contracts awarded up to \$100,000 shall contribute a minimum of 5% of the total contract amount in to the Section 3 Compliance Fund, while contracts exceeding \$100,000 shall contribute a minimum of 3% of the total contract amount into the Section 3 Compliance Fund. Indicate how much will be contributed:</b></p> <p><input type="checkbox"/> <b>FOR CONTRACTS VAULUED UP TO \$100,000.00:</b> I pledge to contribute ____% of the total contract amount to comply with a minimum of 5% of the contract amount to be contributed into a Self-Sufficiency Compliance Fund maintained by "HHA".</p> <p><input type="checkbox"/> <b>FOR CONTRACTS VAULUED IN EXCESS OF \$100,000.00:</b> I pledge to contribute ____% of the total contract amount to comply with a minimum of 3% of the contract amount to be contributed into a Self-Sufficiency Compliance Fund maintained by "HHA".</p> <p><b>Indicate how contribution pledge(s) will be fulfilled, during the contract period:</b></p> <p><input type="checkbox"/> Monthly Payments</p> <p><input type="checkbox"/> Quarterly Payments</p>

I understand the federal regulations governing HHA's Section 3 requirements, and commit to honoring the obligations listed in this Section 3 Plan, upon the execution of a contract with "HHA".

\_\_\_\_\_  
**Name of Authorized Representative**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature of Owner or Authorized Representative**

\_\_\_\_\_  
**Date**

**HOUSTON HOUSING AUTHORITY  
SECTION 3 COMPLIANCE REPORT**

The below information shall be furnished by contractors and/or subcontractors to report completion of tasks that fulfilled Section 3 commitments to hire and/or train low-income individuals, preferably clients of "HHA". This report shall be submitted with payment invoice(s) to "HHA".

Submission Date:	Reporting Period:
_____ Primary Contractor	_____ Subcontractor
Company Name:	
Person completing invoice	
Project Name:	RFP #:
Amount of Contract	Amount of Current Invoice:

Hiring Commitment	# Hired this Report Period	YTD Hired during Contract	List Individuals Employed		
			Name	Title	Gross Salary Paid
# Participants Hired					

Training Commitment	# Trained this Report Period	YTD Trained during Contract	List Individuals Employed		
			Name	Training Title	Stipend Amount Paid
# Of Participants Engaged In Training/ Apprenticeship					

Contribution Commitment	Amount Pledged	Amount Paid	Pledge Balance
Amount contributed to Self-Sufficiency Fund	\$	\$	\$

Section 3 Business Concerns	Company Name	Contract Amount Provided
Indicate how at least 25% was subcontracted to Section 3 business(es)		\$
		\$
		\$

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Print Name of Person Completing Report

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of Person Completing Report

\_\_\_\_\_  
Date