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

**QUALIFICATION BASED SOLICITATION
("QBS") 22-05**

The Houston Housing Authority (HHA), has issued this solicitation with the intent to partner with entities to acquire, rehabilitate, construct, or develop several affordable housing developments in accordance with the requirements and terms and conditions specified herein.

Interested parties who wish to respond to this solicitation must submit the required documents per Section 7.0 Submittals to the below individual by the due dates specified in Table A Procurement Schedule to:

**Houston Housing Authority
Attn: Austin Y. Crotts, MA
Subject: QBS 22-05 Development Partners - DO NOT OPEN
2640 Fountain View Drive, Houston, Texas 77057**

The face of the sealed envelope(s) must contain the above information, and once they are in the possession of HHA, their contents will not be publicly opened or revealed until a Memorandum of Understanding (MOU) 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 e-mail acknowledgement to Purchasing@housingforhouston.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 the provisions in Attachment K Form HUD-5369-B Section 6 entitled: "Late Submissions, Modifications, and Withdrawal of Offers".

Interested parties, who have questions about this solicitation should send an email (preferably) to Purchasing@housingforhouston.com with "**QBS 22-05**" in the subject line by the due dates specified in Table A Procurement Schedule. As an alternative, interest parties have the option of sending a fax to 713-260-0810.

5-18-2022

Date

Austin Crotts

**Austin Y. Crotts, MA
Interim 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 713-260-0547 or 504ADA@housingforhouston.com

TABLE OF CONTENTS

SUBJECT

SECTION

PAGE

I. ORGANIZATION OVERVIEW

PROFILE OF HHA	1.0	3
----------------	-----	---

II. SPECIAL TERMS AND CONDITIONS

INTENT	2.0	4
PERIOD OF PERFORMANCE	3.0	4
PROCUREMENT SCHEDULE	4.0	4
SELECTION CRITERIA	5.0	4
SCOPE OF SERVICES	6.0	5
SUBMITTALS	7.0	5

III. GENERAL TERMS AND CONDITIONS

AMENDMENTS	8.0	9
AVAILABILITY OF FUNDS	9.0	9
AVAILABILITY OF RECORDS	10.0	9
BASIS OF PROPOSAL	11.0	9
CANCELLING THE SOLICITATION	12.0	9
CONFIDENTIALITY OF SUBMITTALS	13.0	9
ETHICAL BEHAVIOR	14.0	10
FEDERAL REGULATIONS WITH REGARD TO NONDISCRIMINATION AND EQUAL OPPORTUNITY	15.0	10
FACILITIES	16.0	11
INFORMALITIES	17.0	11
INDEMNIFICATION AND HOLD HARMLESS	18.0	11
INSURANCE	19.0	11
MISTAKES IN BIDS	20.0	11
PATENTS AND ROYALTIES	21.0	12
PAYMENTS	22.0	12
PERMITS	23.0	12
PROJECT MANAGER	24.0	12
QUESTIONS	25.0	13
REMOVAL OF EMPLOYEES	26.0	13
RESERVATION OF RIGHTS	27.0	13
STANDARDS OF CONDUCT	28.0	13
SUBCONTRACTING	29.0	13
TERMINATION	30.0	13
TRAVEL AND REIMBURSEMENTS	31.0	14
SUPPLEMENTS	32.0	14

I. ORGANIZATION OVERVIEW

1.0 PROFILE OF THE HOUSTON HOUSING AUTHORITY

- 1.1 HHA is currently governed by the Housing Authorities Law, codified in 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 the U.S. Department of Housing and Urban Development (HUD). HHA is a Public Housing Agency.
- 1.2 The property of HHA is used for essential public and governmental purposes, and its property 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 Section 8 Housing Assistance Payments programs. HHA's programs are federally funded, and its revenues are received from federal funds, administrative fees, development grants and rental income.
- 1.5 HHA provides affordable homes and services to more than 60,000 low-income Houstonians, including over 17,000 families housed through the Housing Choice Voucher Program and another 5,500 living in 25 public housing and tax credit developments around the city. HHA also administers the nation's third largest voucher program exclusively serving homeless veterans.

END OF SECTION I

II. SPECIAL TERMS AND CONDITIONS

2.0 INTENT

2.1 See Exhibit A.

2.2 This solicitation does not represent a commitment or offer by HHA to enter into contract(s), or other agreement with any interested party(ies).

3.0 PERIOD OF PERFORMANCE

3.1 Acceptance of a Firm's Offer for the services specified herein will be made by executing a duly authorized Memorandum of Understanding (MOU) or other Agreement prepared by HHA in form and content.

3.2 Offerors are cautioned against making assumptions or accepting any representation(s) by any employee, member, officer or representative of HHA concerning the selection of the Successful Offeror(s), until a MOU has been finally negotiated and executed.

3.3 Any MOU's must first be approved by the HHA's Board of Commissioners.

4.0 PROCUREMENT SCHEDULE

4.1 The anticipated procurement schedule for this solicitation is annotated in Table A attached herein.

5.0 SELECTION CRITERIA

5.1 HHA will convene an Evaluation Committee, who will have the responsibility of evaluating and scoring all responses submitted by the specified due date to determine the Successful Offeror(s).

5.1.1 Exhibit B HHA's Development Score Card Instructions contains the criteria and maximum points that will be used to evaluate and rank responses to this solicitation.

5.1.1.1 MOU(s) may be awarded to one or more firms whose submittals were judged to be the most advantageous and feasible to HHA.

5.1.2 The most responsive and responsible Firm(s) will be provided with an opportunity to enter into discussions to refine the Scope of Services, and the MOU.

5.1.3 During the evaluation process, HHA reserves the right to call for supplementary information from Offerors, and to meet with them to clarify points of uncertainty or ambiguity. Offerors agree to cooperate fully and promptly in providing such supplementary information.

5.1.4 HHA reserves the right to:

5.1.4.1 Conduct negotiations;

5.1.4.2 Make multiple awards in its best interests;

5.1.4.3 Reject any and all proposals at its discretion;

- 5.1.4.4 Request additional information/clarification from any proposer(s); and,
- 5.1.4.5 Select the successful proposer(s) at its sole discretion.

- 5.2 If negotiations are successful, a MOU may be awarded to the responsible firm(s) whose qualifications, plans, and other factors are deemed most advantageous to HHA.
- 5.3 In the event services are initiated prior to the processing of a fully executed MOU, such services would be provided without guarantee of compensation.
- 5.4 Suspended and/or debarred Firms (as determined by HHA), will be considered non-responsible.

6.0 **SCOPE OF SERVICES**

- 6.1 See Exhibit C.

7.0 **SUBMITTALS**

- 7.1 Interested Parties are encouraged to register their company on HHA's [website](#) which will facilitate HHA contacting them regarding future solicitations that match their company's profile.
 - 7.1.1 Before registering your company, please access the [Bidder's List](#) to see if your company is already registered with HHA. There is no need to re-register unless your company is making changes to its company profile.
- 7.2 All responses must conform to the requirements specified herein. Non-conforming responses may be considered non-responsive by HHA.
 - 7.2.1 HHA is not responsible for any costs that may be incurred in the development and submittal of any responses to this solicitation.
 - 7.2.2 All submissions and any information made a part thereof, will become a part of the HHA's official files, without any obligation of HHA to return it to the individual Offeror. This solicitation, and the selected agency's submissions will (by reference), become a part of any formal agreement between the agency(ies) and HHA.
- 7.3 **ALL OF THE DOCUMENTS LISTED IN SECTION 7.4 MUST BE SUBMITTED ON A FLASH DRIVE AS ONE (1) COMPLETE ADOBE FILE WITH THE NECESSARY INFORMATION IN A SEALED ENVELOPE.**
 - 7.3.1 **THE CONTENTS AND ACCURACY OF THE FLASH DRIVE MUST BE CHECKED BEFORE IT IS SUBMITTED TO HHA.**
 - 7.3.2 **FLASH DRIVE DOCUMENT MUST MATCH THE HARDCOPY, INCLUDING ALL SIGNATURES AND IMAGE OF PAYMENT.**

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

7.4.1 Letter of Transmittal (LT)

- 7.4.1.1 Acknowledge the receipt, review of this solicitation, and any Amendment(s) issued by HHA.
- 7.4.1.2 The LT must be on company letterhead, manually signed by authorized official of the company (who can negotiate, and contractually bind the company to perform the services specified herein), along with their title, phone number, and e-mail address.
- 7.4.1.3 Provide a brief non-technical overview of the Firm's business. Include the history and the range of services that can be offered. Indicate how and why the Firm's products and services can meet the needs of HHA.
- 7.4.1.4 Termination: Indicate whether the Firm has been terminated from a contract (that is similar to the services described herein), and describe the circumstances and outcome.
- 7.4.1.5 Litigation: Indicate whether the Firm has ever sued or been sued by a public agency and describe the circumstances and outcome.
- 7.4.1.6 Eligibility to Bid and Contract: Indicate whether the Firm has been disbarred from bidding on projects by any federal, state or local government agency. Fully disclose the details.

7.4.2 Table of Contents

7.4.3 Proposed Site Submittal

- 7.4.3.1 Project Design and Location - Provide a general description of the proposed project(s) that includes any relevant information such as:
 - 7.4.3.1.1 Conceptual design
 - 7.4.3.1.2 Unit type and unit mix
 - 7.4.3.1.3 Tenant amenities
 - 7.4.3.1.4 Community amenities (schools, parks, libraries, police, fire stations, grocery stores, churches, recreation, transportation & healthcare)
 - 7.4.3.1.5 Location - Legal description and street address
 - 7.4.3.1.6 Census Data on the subject tract including percentages of families by Race and ethnicity as well as the percentage of families in poverty.

7.4.4 Development Plan and Financial Plan Submittal

7.4.4.1 Budget, cost control and results.

7.4.4.1.1 Predevelopment and development budgets and operating budget

7.4.4.1.2 Sources and Uses of Funds

7.4.4.1.3 Cash flow projections, assumptions

7.4.4.1.4 Stream of Income allocation between HHA and Development Partner for all revenue sources. Include approaches for HHA providing guarantees at the time of development partner's exit from the Partnership.

7.4.4.1.5 Offeror should assume that the development will be exempt from ad valorem taxes and be subject to Davis Bacon Wage regulations (as applicable).

7.4.4.2 Project Design Concepts and Location

7.4.4.2.1 In a narrative and diagrammatic presentation, provide a detailed description of the proposed project(s) that includes any relevant information such as:

7.4.4.2.1.1 Conceptual design

7.4.4.2.1.2 Unit type and unit mix

7.4.4.2.1.3 Tenant amenities

7.4.4.2.1.4 Community amenities (schools, parks, libraries, police, fire stations, grocery stores, shopping, churches, recreation, transportation and healthcare)

7.4.4.2.1.5 Legal description and street address

7.4.4.2.1.6 Preliminary construction/rehabilitation estimate

7.4.4.2.1.7 Provide an execution plan including schedules with tasks on how this work will be accomplished.

7.4.4.3 Schedule of Performance / Timeliness

7.4.4.3.1 Indicate the proposed timelines to perform the services specified in Exhibit C Scope of Services.

7.4.5 Other Considerations

7.4.5.1 Provide any additional information that will facilitate HHA's review of a proposal.

7.4.6 Cashier's Check or Money Order in the amount of \$2,500 payable to HHA for each packet that is submitted to HHA.

7.4.6.1 Each Cashier's Check or Money Order is non-refundable, and proposals that do contain the required document(s) will be considered non-responsive by HHA.

7.4.7 Attachment A Declaration

7.4.8 Attachment B Non-Collusive Affidavit

7.4.9 Attachment C Conflict of Interest (CIQ) Form

7.4.10 Attachment E Acknowledgement

7.4.11 Attachment F M/WBE Participation Form

7.4.12 Attachment G Section 3 Requirements and Commitment

7.4.13 Attachment H Representations, Certifications, and Other Statements of Bidders Public and Indian Housing Programs (Form HUD 5369-A)

7.4.14 Attachment I HHA Development Score Card

7.4.15 Attachment J Score Sheet for 3rd Party New Development or Acquisition

7.5 Responses received after the specified date and time will be considered non-responsive.

END OF SECTION II

III. GENERAL TERMS AND CONDITIONS

8.0 AMENDMENTS

8.1 Any interpretation(s) 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.**

9.0 AVAILABILITY OF FUNDS

9.1 In the event that funds become unavailable, HHA may cancel the award.

10.0 AVAILABILITY OF RECORDS

10.1 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.

11.0 BASIS OF PROPOSAL

11.1 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.

12.0 CANCELLING THE SOLICITATION

12.1 HHA may cancel this solicitation at any time, and when it is in its best interests to do so.

12.1.2 HHA reserves the right to cancel this solicitation, or to reject, in whole or in part, any and all submissions received in response to this solicitation, upon its determination that such cancellation or rejection is in the best interest of HHA.

13.0 CONFIDENTIALITY OF SUBMITTALS

13.1 As stated on page 1, responses to this solicitation will not be opened publicly. All submittals and information shall remain confidential until all negotiations are completed and a Notice of Award is issued. All submittals received by HHA shall be included as part of the official file. Therefore, any part of the submittal 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 submittals despite anything contrary to this provision stated in the submittal.

14.0 **ETHICAL BEHAVIOR**

14.1 Interested Firms shall not:

14.1.1 Offer any gratuities, favors, or anything of monetary value to any official or employee of HHA for the purpose of influencing consideration of a submission; and,

14.1.2 Engage in any practice which may restrict or eliminate competition (i.e., collusion), or otherwise restrain trade.

14.1.2.1 The above is not intended to preclude joint ventures or subcontracts.

14.2 Ethical violations will cause a response to this solicitation to be rejected.

15.0 **FEDERAL REGULATIONS WITH REGARD TO NONDISCRIMINATION AND EQUAL OPPORTUNITY**

15.1 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 bidder(s) or proposer(s).

15.2 The successful bidder(s) or proposer(s) will:

15.2.1 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.

15.2.2 Meet the requirements of:

15.2.2.1 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.

15.2.2.2 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.

16.0 **FACILITIES**

16.1 HHA reserves the right to inspect the selected firm's facilities during normal business hours. Proper notice will be given.

17.0 **INFORMALITIES**

17.1 HHA reserves the right to waive minor informalities, which are matters of form rather than substance. There are insignificant mistakes that can be waived or corrected without prejudice to the other bidders or 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.

18.0 **INDEMNIFICATION AND HOLD HARMLESS**

18.1 See Exhibit D.

19.0 **INSURANCE**

19.0 See Exhibit E.

20.0 **MISTAKES IN BIDS**

20.1 General

20.1.1 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.

20.2 Mistakes Discovered Before Solicitations Are Opened

20.2.1 Interested parties may withdraw or modify their submittals by written or facsimile notice prior to the opening of the solicitations.

20.3 Review of Mistakes

20.3.1 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.

20.4 Mistakes After Solicitations Are Opened

20.4.1 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 HHA'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 Dept. will occur before authorization is given change a bid. If justified, a low bidder can be replaced with the next lowest bidder.

21.0 **PATENTS AND ROYALTIES**

21.1 The successful Firm(s) shall indemnify and save harmless the HHA and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or not patented inventions, process or article manufactured or used in the performance of the contract, including its use by HHA. If the firm(s) use(s) any design, device or material covered by letters, patent or copyright, it is mutually agreed and understood that the firm(s) shall include all royalties or cost arising from the use of such design, device, or materials involved in the work.

22.0 **PAYMENTS**

22.1 HHA will process all invoices after the work has been approved by HHA's Project Manager. Payment terms are Net 30 days.

22.2 Irrespective of any default hereunder, HHA may at any time cancel the contract in whole or in part. Should this occur, the successful bidder(s) or proposer(s) shall be entitled to equitable compensation for all work completed and accepted by HHA's Project Manager prior to such termination or cancellation.

23.0 **PERMITS**

23.1 The successful bidder(s) or proposer(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.

24.0 **PROJECT MANAGER**

24.1 HHA will designate a Project Manager who will be the initial point-of-contact on all matters relating to the MOU.

25.0 **QUESTIONS**

- 25.1 Interested parties should follow the instructions on page 1 should they have any questions, or if they need additional information about this solicitation. Oral instructions, interpretations, or representations will not be binding upon HHA or HHA's representatives.
- 25.2 Interested parties are prohibited from querying HHA personnel or members of its Board of Commissioners regarding this solicitation except through written questions submitted in the manner, and within the time frame indicated on page 1 of this solicitation.

26.0 **REMOVAL OF EMPLOYEES**

- 26.1 HHA may request the successful bidder(s) or proposer(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:
- 26.1.1 Negligence, being disorderly, using abusive or offensive language, quarreling or fighting, stealing, vandalizing property; and,
- 26.1.2 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).

27.0 **RESERVATION OF RIGHTS**

- 27.1 Depending upon the circumstance(s), HHA reserve the right to change, modify, or alter any Draft MOU associated with this solicitation.

28.0 **STANDARDS OF CONDUCT**

- 28.1 The employees of the successful bidder(s) or proposer(s) shall conduct themselves in a responsible and professional manner, and may be removed from the project if they display behavior that is unacceptable to HHA.

29.0 **SUBCONTRACTING**

- 29.1 Any MOU issued as a result of this solicitation will not be assigned, transferred, or subcontracted (in whole, or in part) unless it has been previously approved by HHA in writing.

30.0 **TERMINATION**

- 30.1 Irrespective of any default hereunder, HHA may at any time at its discretion (for convenience or cause) terminate the MOU in whole or in part, and in such event the firm shall be entitled to receive equitable compensation for all work completed and accepted, prior to such termination or cancellation.

31.0 **TRAVEL AND REIMBURSEMENTS**

31.1 HHA will not issue any reimbursements for travel, lodging, meals, or other miscellaneous or ancillary expenses, unless it has been defined in the final negotiated MOU.

32.0 **SUPPLEMENTS**

32.1 The following documents are incorporated by reference into this solicitation:

Attachment A:	Declaration
Attachment B:	Non-Collusive Affidavit
Attachment C:	Conflict of Interest (CIQ) Form
Attachment D:	Requirements for Subcontracting with Small Businesses and Minority Businesses, Women Business Enterprises, and Labor Surplus Area Firms
Attachment E:	Acknowledgement
Attachment F:	M/WBE Participation Form
Attachment G:	Section 3 Requirements and Commitment
Attachment H:	Representations, Certifications, and Other Statements of Bidders Public and Indian Housing Programs (Form HUD 5369-A)
Attachment I:	HHA Development Score Card
Attachment J:	Score Sheet for 3 rd Party New Development or Acquisition
Attachment K:	Instructions to Offerors Non-Construction (Form HUD 5369-B)
Exhibit A:	Intent and Introduction
Exhibit B:	HHA's Development Score Card Instructions
Exhibit C:	Scope of Services
Exhibit D:	Indemnification and Hold Harmless
Exhibit E:	Insurance
Exhibit F:	Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards
Exhibit G*:	Memorandum Updated May 11, 2022
Exhibit H:	Sample Lease Addendum
Table A:	Procurement Schedule

32.2 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

*** PLEASE REVIEW EXHIBIT G FOR NEW REQUIRED TERMS IN ALL PFC PARTNERSHIP TRANSACTION.**

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

ADDRESS, CITY, STATE, ZIP

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 _____, 2022

Notary Public

My Commission expires _____

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor doing business with local governmental entity****This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor 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 vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

1 Name of vendor 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 on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.



ATTACHMENT D

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 the Houston Housing Authority’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) the Houston Housing Authority’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 the HHA’s Goal. The Policy Requirements and the 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. The HHA encourages Prime Contractors to implement these steps when acquiring the materials they need to perform their obligations under the Prime Contract.

IV. THE HHA'S GOAL.

A. Overview of the 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 the HHA's Goal regarding the participation of MBEs and WBEs in work under contracts awarded by the HHA. The 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 the 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 the 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 the 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 <http://www.window.state.tx.us/procurement/cmb/cmbhub.html>. In addition, upon request, the HHA may assist contractors in identifying MBEs and WBEs (but, requesting such assistance, standing alone, is not sufficient to show best efforts).

Documentation of the Prime Contractor's best efforts to meet HHA's Goal for new developments and the acquisition of existing developments may include the following:

- Provision of evidence that the Prime Contractor implemented a community-centric action plan in which the Prime Contractor engages with community in which the development is located and provides the community with information about both the development and the Prime Contractor's commitment to utilizing MBE and WBE subcontractors.
- Establishment and maintenance of a page on the Prime Contractor's website that informs potential bidders for Subcontracts about the development's project schedule and the bidding timeline to ensure MBEs and WBEs are able to satisfy bid requirements.
- Solely for acquisitions, a Prime Contractor may demonstrate its use of best efforts to meet HHA's Goal by providing written evidence that on and after the first anniversary of acquisition closing, or immediately after the expiration or termination of existing contracts for the maintenance and operation of the development, the Prime Contractor made significant community output efforts to reach a goal of providing Subcontracts to MBEs and WBEs that supplied work valued at an amount equal to no less than 30% of the development's total annual operating budget, with at least 15% of the development's total annual operating budget being subcontracted to MBEs, and at least 15% of the development's total annual operating budget being subcontracted to WBEs.

A community-centric action plan or significant community output efforts to meet HHA's Goal should include best efforts to achieve participation from MBEs and WBEs in all of the following areas: (i) predevelopment services such as banking, inspections and design services; (ii) construction services with general contractors and subcontractors; and (iii) operational services such as maintenance and property management for the development along with the provision of goods associated with such services. A Prime Contractor's duty to document its best efforts to meet the 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. The 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.

A Prime Contractor's duty to document its best efforts to meet the 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. The 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 THE HHA REGARDING THE POLICY REQUIREMENTS AND THE HHA 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 the HHA of same, and provide a brief explanation of why no subcontracts will be let. The HHA will consider as non-responsive any response that fails to include a completed Form; the 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 the HHA, any entity awarded a contract by the HHA pursuant to this procurement must provide “M/WBE Confirmation of Payment Form(s),” as necessary or as requested by the HHA. Prime Contractor must also to submit proof of payments to SBEs, MBEs, WBEs, and LASFs, as requested by the 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 THE 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 the HHA’s Goal, or cooperate with the HHA with respect to the requirements set forth herein, the 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 the 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, the HHA’s affiliates and any property management company procuring work or services for the benefit of a property owned by the HHA or its affiliates.
- “HHA’s Goal” shall have the meaning set forth above in § 3.
- “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 publically 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 the HHA. For all purposes herein, the term is inclusive of all change orders or amendments to the initial contract entered between the Prime Contractor and the HHA.
- “Prime Contractor(s)” means the person or entity who responds to this procurement and is awarded a contract by the 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 the 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 the 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.

ATTACHMENT E

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 the 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 the 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

ATTACHMENT F
BIDDER'S PROPOSED M/WBE PARTICIPATION FORM

Instructions

- The 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 the 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 the HHA's MBE and WBE Subcontracting requirements, please see Attachment D.

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

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

Name of Firm

Manual or E-Signature and Date



HOUSTON HOUSING AUTHORITY

Transforming Lives & Communities

ATTACHMENT G **Houston Housing Authority** **Section 3 Requirements & Commitment**

Company Name:	
Name of Contact Person for Section 3 Commitment:	
Title:	Contact Number:
Contact Person E-Mail:	
Solicitation Title: Development Partners	Solicitation #: QBS 22-05

I. Background

Section 3 of the Housing & Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (hereinafter “Section 3”) requires the Houston Housing Authority (“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 the HHA. The goal is to utilize HHA’s contracts to promote economic self-sufficiency, among low-income populations.

II. Solicitation Requirements

Interested parties responding to a solicitation issued by the 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 the HHA are eligible candidates for Section 3 opportunities, the 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.



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"/> <u>PRIMARY OPTION 1</u> 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"/> <u>PRIMARY OPTION 2</u> 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"/> <u>SECONDARY OPTION 3</u> 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).	Provide the name of Section 3 company(ies) awarded subcontracts (totaling at least 25% of the contract amount) Company Name _____ Contract Amount \$ _____ Company Name _____ Contract Amount \$ _____ Company Name _____ Contract Amount \$ _____

<input type="checkbox"/> <u>SECONDARY OPTION 4</u> Demonstrate that the company's ownership (at least 51%) is owned by low-income individual(s), preferably a client of HHA.	<p>The majority of the company (at least 51%) is owned by a low-income individual:</p> <p>Owner's Name: _____ % of Ownership: _____</p> <p>Owner's Name: _____ % of Ownership: _____</p>
<input type="checkbox"/> <u>SECONDARY OPTION 5</u> 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 <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>	<p>If this Secondary Option is selected, the Contractor must explain why job/training opportunities are not available:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>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:</p> <p><input type="checkbox"/> FOR CONTRACTS VAULUED UP TO \$100,000.00: 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"/> FOR CONTRACTS VAULUED IN EXCESS OF \$100,000.00: 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>Indicate how contribution pledge(s) will be fulfilled, during the contract period:</p> <p><input type="checkbox"/> Monthly Payments <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 the HHA.

 Signature of Owner or Authorized Representative

 Date

HOUSTON HOUSING AUTHORITY SECTION 3 COMPLIANCE REPORT

This report shall be completed 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)		\$
		\$
		\$

Print Name of Person Completing Report

Title

Signature of Person Completing Report

Date

**U.S. Department of Housing
and Urban Development**

Office of Public and Indian Housing

**Representations, Certifications,
and Other Statements of Bidders
Public and Indian Housing Programs**

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

Table of Contents

Clause	Page
1. Certificate of Independent Price Determination	1
2. Contingent Fee Representation and Agreement	1
3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	1
4. Organizational Conflicts of Interest Certification	2
5. Bidder's Certification of Eligibility	2
6. Minimum Bid Acceptance Period	2
7. Small, Minority, Women-Owned Business Concern Representation	2
8. Indian-Owned Economic Enterprise and Indian Organization Representation	2
9. Certification of Eligibility Under the Davis-Bacon Act	3
10. Certification of Nonsegregated Facilities	3
11. Clean Air and Water Certification	3
12. Previous Participation Certificate	3
13. Bidder's Signature	3

1. Certificate of Independent Price Determination

(a) The bidder certifies that--

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

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

(1) Is the person in the bidder'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's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder'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 deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

[] [Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" [] is, [] is not included with the bid.

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

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

(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.

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

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

3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to 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 on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to 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 on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

- (a) Result in an unfair competitive advantage to the bidder; or,
(b) Impair the bidder's objectivity in performing the contract work.
[] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

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

The bidder 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 business enterprise. "Women-owned business enterprise," as used in this provision, means a 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 business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled 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 |

8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a) [] is, [] is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b) [] is, [] is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or

community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

9. Certification of Eligibility Under the Davis-Bacon Act (applicable to construction contracts exceeding \$2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

10. Certification of Nonsegregated Facilities (applicable to contracts exceeding \$10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

11. Clean Air and Water Certification (applicable to contracts exceeding \$100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [] is, [] is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

12. Previous Participation Certificate (applicable to construction and equipment contracts exceeding \$50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate" [] is, [] is not included with the bid.

13. Bidder's Signature

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

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)

HHA Development Score Card

Development Name: _____

Category	Maximum Points	Score	Basis for Scoring
Location	10		Is the site located in the following (check all that apply): _____ High Opportunity Area _____ Complete Communities _____ CRA _____ TIRZ _____ Opportunity Zone _____ Other: _____
Depth of Affordability	10		List the number of affordable units by AMI:
Schools	10		List schools by name and rating from School Report Card:
\$ Front End	10		List all projected funds to HHA prior to stabilization:
\$ Operations	10		List all projected funds to HHA from stabilization to Year 10 of operations:
Reasonable Developer \$	10		FOR DEVELOPMENT PROJECTS: What is the developer fee percentage? What is the split of developer fee with HHA? What is the developer's rate of return on investment? FOR ACQUISITION PROJECTS: What is the acquisition fee percentage? What is the developer's rate of return on investment?
Term of Affordability	5		What are the number of years units are restricted as affordable?

Flood Plain	5		<p>Is parcel in the 500 year Flood Plain?</p> <p>Are any buildings in the 500 year Flood Plain?</p> <p>Is the parcel in the 100 year Flood Plain?</p>
\$/Land Back End	5		<p>How long will the PFC own the land?</p> <p>What is the HHA's percentage of sale proceeds?</p> <p>Does the HHA get a Right of First Refusal?</p>
Preservation	5		Does the project include the preservation of existing affordable units?
HHA Resources	5		List all requested HHA resources, including cash and/or loans:
M/WBE Participation	5		Describe level of commitment to contracting with M/WBE's:
Unit Mix	2.5		Are 80-100% of the affordable units 2, 3 and 4 bedroom units?
Mix with Market Units	2.5		Does the project include 20% or greater market units?
Bonus Points	5		<p>Are 20% or more of the affordable units PH, RAD or PBV units?</p> <p>Is the use of CDBG-DR funding proposed?</p> <p>Does the project utilize Low Income Housing Tax Credits?</p>
TOTAL POINTS	100		

Attachment J

Score Sheet for 3rd Party New Development or Acquisition

Use the scoring explanations found in the QBS to score your development or acquisition

Category	Possible Points	Actual Points	Additional Comments (if you desire to provide addition information for your scoring)
Location	10		
Depth of Affordability	10		
Schools	10		
\$ Front End	10		
\$ Operations	10		
Reasonable Development \$	10		
Term of Affordability	5		
Flood Plain	5		
\$/Land Back End	5		
Preservation	5		
HHA Resources	5		
M/WBE Participation:	5		
Unit Mix	2.5		
Mix with Market Units	2.5		
Bonus Points	5		
Total Points	100		

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:]

Exhibit A

Intent and Introduction

General

The Houston Housing Authority (“HHA”) is seeking to partner with for-profit or non-profit developers who have experience developing, through acquisition with or without rehabilitation or new construction of affordable housing properties with or without the use of tax credits, as well as large and small scaled mixed use developments. The proposed affordable housing family developments may contain a mix of Public Housing, Project-Based Vouchers (PBV), other units affordable to families at or below 80% of the Area Median Income (AMI), market rate, and or tax credit units proposed to be restricted at 60% AMI by the Texas Department of Housing and Communities Affairs (TDHCA).

HHA is seeking partners for new construction or rehabilitation to provide all necessary completion/construction period guarantees, and pre-development and working capital funding necessary to complete each development. HHA may utilize an affiliate to retain all or a portion of the ownership interest in the development. HHA anticipates that the properties will be structured to be exempt from taxes to the extent applicable by law. HHA may providing some gap funding to the proposed development(s) on an as needed basis in accordance with the program restrictions applicable to the source of funding. Sources of funding may include funds provided under Section 8 or Section 9 of the 1937 Housing Act, a combination of Capital Funds, Community Development Block Grant – Disaster Recovery (CDBG-DR), or other funds made available to HHA.

HHA may select one or more firms to assist in the development of one or more affordable communities within the next 2-3 years. Developers should be prepared to propose a suitable site, and possess the experience, financial capability, resources and expertise in dealing with the local community, TDHCA and various governmental entities. The Memorandum of Understanding (MOU) to be executed by the development partner(s) and HHA will be approved by HHA’s Board of Commissioners.

HHA is inviting request for proposals with submission of a Development Plan and Financial Plan from experienced Developers to participate in the development activities (including acquisition with or without rehabilitation) for one or more multi-family affordable housing developments. All development projects are required to meet the guidelines and regulations of the U.S. Department of Housing and Urban Development (HUD), the Texas Department of Housing and Community Affairs (TDHCA) and other agencies or funding sources, if applicable.

HHA proposes to collaborate with a number of Development Partners to move towards its goal of developing several mixed-income communities over the upcoming years. HHA is requesting (1) statements of qualifications and (2) proposed sites, a development plan for the site and (4) a financial plan including proposed terms of the Partnership and HHA economic benefit. The range of units will vary depending on the site.

All development projects are required to meet the guidelines and regulations of HUD including site and neighborhood standards, TDHCA and other agencies or funding sources (if applicable).

The General Scope of Services when requested will consist of, but may not be limited to the services described in Exhibit C Scope of Services. This may not be all inclusive of the services needed. Consequently, a further review of the projects with the Offerors may lead to alterations in the Scope of Services.

Development Partner Minimum Prerequisites

Experience in developing, constructing, operating and managing mixed-income/mixed-finance projects including public housing;

Expertise in regulatory compliance issues;

Expertise in Section 3, MBE and WBE compliance;

Expertise with local government authorities which regulate the permits and utilities necessary for development activity; and

Financial wherewithal to develop small and large projects with a proven ability to maximize private sector participation in the financing and a demonstrated ability to bring projects in on time and on budget.

Exhibit B

HHA's Development Score Card Instructions

The Houston Housing Authority's Score Card is designed to evaluate proposals from development partners to determine the most advantageous proposals based on HHA's goals. Developers are required to submit the Score Card with their proposal, based on the criteria detailed below.

Category	Maximum Points	Scoring Criteria														
Location	10	<p>10 points High Opportunity Area 8 points Complete Communities, CRA, TIRZ, Opportunity Zone 4 points Other areas</p> <p>Definitions: High-opportunity areas are places with low poverty, high median household income, ease of access to public facilities and services and good schools. These areas are defined in TDHCA's Qualified Allocation Plan (QAP).</p> <p>Complete Communities are designated by the City of Houston, with the goal of revitalizing under-resourced communities. http://www.houstontx.gov/completemunities/</p> <p>Concerted Revitalization Areas (CRA's) are areas designated after Hurricane Ike for Disaster Relief funding: See page 19 and 20 of: https://www.houstontx.gov/council/committees/housing/20180131/housing-dept-presentation.pdf</p> <p>Tax Increment Reinvestment Zones (TIRZ) are special zones designated by the City of Houston to attract new investment in an area. https://www.houstontx.gov/ecodev/tirz.html</p> <p>Opportunity Zones are designated by the City of Houston to encourage investment in economically distressed areas: https://www.houstontx.gov/opportunityzones/index.html</p>														
Depth of Affordability	10	<p>Calculate points based the average AMI of affordable units:</p> <table><tr><td>80% AMI</td><td>4 points</td></tr><tr><td>78% - 79% AMI</td><td>5 points</td></tr><tr><td>76% – 77% AMI</td><td>6 points</td></tr><tr><td>74% - 75% AMI</td><td>7 points</td></tr><tr><td>72% - 73% AMI</td><td>8 points</td></tr><tr><td>70% - 71% AMI</td><td>9 points</td></tr><tr><td>Less than 70% AMI</td><td>10 points</td></tr></table>	80% AMI	4 points	78% - 79% AMI	5 points	76% – 77% AMI	6 points	74% - 75% AMI	7 points	72% - 73% AMI	8 points	70% - 71% AMI	9 points	Less than 70% AMI	10 points
80% AMI	4 points															
78% - 79% AMI	5 points															
76% – 77% AMI	6 points															
74% - 75% AMI	7 points															
72% - 73% AMI	8 points															
70% - 71% AMI	9 points															
Less than 70% AMI	10 points															

		<p>Example: Linclon Park consists of 400 units. It includes 200 market units, 120 units at 80% AMI, 40 units at 60% AMI, 20 units at 50% AMI and 20 units at 30% AMI. The affordability score is calculated as follows: 120 units x 80% = 96 40 units x 60% = 24 20 units x 50% = 10 20 units x 30% = <u>6</u> Total: 136 divided by 200 affordable units = .68 68% equals 10 points</p>																																							
Schools	10	<p>Calculate school score based on the following points:</p> <table><thead><tr><th></th><th>IF MIDDLE SCHOOL</th><th>IF NO MIDDLE SCHOOL</th></tr></thead><tbody><tr><td>A School</td><td>3.33</td><td>5.0</td></tr><tr><td>B School</td><td>2.33</td><td>3.5</td></tr><tr><td>C School</td><td>1.33</td><td>2.0</td></tr><tr><td>D School</td><td>0.33</td><td>0.5</td></tr><tr><td>F School</td><td>0.00</td><td>0.0</td></tr></tbody></table> <p>Definition: School ratings can be found at the Houston Chronicle's School Report Card: https://projects.houstonchronicle.com/schoolreportcard/#/</p> <p>Examples: Pointe Park has three schools: Elementary School is rated B, Middle School is rated D and High School is rated C:</p> <table><tbody><tr><td>Elementary</td><td>B</td><td>2.33</td></tr><tr><td>Middle</td><td>D</td><td>0.33</td></tr><tr><td>High</td><td>C</td><td><u>1.33</u></td></tr><tr><td>Total points</td><td></td><td>3.99</td></tr></tbody></table> <p>Oak Hill has two schools: Elementary School is rated D and the High School is rated C:</p> <table><tbody><tr><td>Elementary</td><td>D</td><td>0.50</td></tr><tr><td>High</td><td>C</td><td><u>2.00</u></td></tr><tr><td>Total points</td><td></td><td>2.50</td></tr></tbody></table>		IF MIDDLE SCHOOL	IF NO MIDDLE SCHOOL	A School	3.33	5.0	B School	2.33	3.5	C School	1.33	2.0	D School	0.33	0.5	F School	0.00	0.0	Elementary	B	2.33	Middle	D	0.33	High	C	<u>1.33</u>	Total points		3.99	Elementary	D	0.50	High	C	<u>2.00</u>	Total points		2.50
	IF MIDDLE SCHOOL	IF NO MIDDLE SCHOOL																																							
A School	3.33	5.0																																							
B School	2.33	3.5																																							
C School	1.33	2.0																																							
D School	0.33	0.5																																							
F School	0.00	0.0																																							
Elementary	B	2.33																																							
Middle	D	0.33																																							
High	C	<u>1.33</u>																																							
Total points		3.99																																							
Elementary	D	0.50																																							
High	C	<u>2.00</u>																																							
Total points		2.50																																							
\$ Front End	10	<p>Include all projected funds to HHA prior to stabilization, including but not limited to pre-development fees, origination fees, bond issuer fees, acquisition fees and developer fees:</p> <table><tbody><tr><td>Under \$50/unit</td><td>0 points</td></tr><tr><td>\$50 - \$500/unit</td><td>2 points</td></tr></tbody></table>	Under \$50/unit	0 points	\$50 - \$500/unit	2 points																																			
Under \$50/unit	0 points																																								
\$50 - \$500/unit	2 points																																								

		<p> \$501 - \$950/unit 4 points \$951 - \$1,400/unit 6 points \$1,401 - \$1,850/unit 8 points Greater \$1,850/unit 10 points </p> <p> Example: Oak Hill has a developer fee of 7% of which 25% goes to HHA. Of this amount, \$55,000 will be paid to HHA prior to stabilization. In addition, HHA will receive an acquisition fee of \$200,000. The total funds to HHA are \$55,000 plus \$200,000 for 175 units or \$1,457 per unit. 8 points </p>
\$ Operations	10	<p> Include all projected funds to HHA from stabilization to Year 10 of operations, including but not limited to asset management fees, developer fees and cash flow from the waterfall (excluding loan payments): </p> <p> Under \$50/unit/yr. 0 points \$50 - \$500/unit/yr. 2 points \$501 - \$950/unit/yr. 4 points \$951 - \$1,400/unit/yr. 6 points \$1,401 - \$1,850/unit/yr. 8 points Greater \$1,850/unit/yr. 10 points </p> <p> Example: Pointe Park includes a HHA asset management fee of \$10,000/year and projected cash flow to HHA of \$600,000 from stabilization in Year 2 to Year 10. The total funds to HHA over 10 years are \$100,000 for asset management and \$600,000 from cash flow for a total of \$700,000 or \$70,000/year. \$70,000 divided by 100 units equals \$700/unit/year. 4 points </p>

Reasonable Developer \$	10	Calculate the reasonableness of the developer fee percentage, split of developer fee with HHA and Rate of Return on developer investment based on the following:			
		Developer Fee:			
		Tax Credit Project		Non-Tax Credit Project	
		3-6%	3 points	1-3%	3 points
		6.1-9%	2 points	3.1-5%	2 points
		9.1-12%	1 point	5.1-7%	1 point
		Greater than 12%	0 points	Greater than 7%	0 points
		Developer Fee Split with HHA:			
		Greater than 50%	5 points		
		41 – 50%	4 points		
31 – 40%	3 points				
21 – 30%	2 points				
10 – 20%	1 point				
Under 10%	0 points				
Developer Rate of Return on investment:					
12% or less = 2 points					
Over 12% = 0 points					
Example:					
Oak Hill is a tax credit project with a 7% developer fee of which 25% will be shared with the HHA. The developer's rate of return on investment is 10%.					
Developer fee percentage: 7% 2 points					
Developer fee split w/HHA: 25% 2 points					
Developer's rate of return: 10% <u>2 points</u>					
Total 6 points					
ALTERNATE SCORING FOR ACQUISITION PROJECTS:					
Calculate the reasonableness of the Acquisition Fee realized by the developer based on the following:					

		<p>HHH percentage of sale proceeds:</p> <p>37.6 – 50% 1 point</p> <p>25 – 37.5% .5 point</p> <p>Less than 25% 0 points</p> <p>HHH gets Right of First Refusal = 2 points</p> <p>Example: The proposal for Pointe Park calls for the ownership of the land by a Public Facility Corporation controlled by HHA for 25 years. HHA has a right of first refusal to buy the property. If the property is sold to a third-party, HHA will receive 25% of the sale proceeds.</p> <p>Land Ownership 25 years 0 points</p> <p>HHH percentage of sale proceeds 25% 0.5 point</p> <p>HHH Right of First Refusal Yes 2 points</p> <p style="text-align: right;">Total 2.5 points</p>
Preservation	5	Does the project include affordable units that would be lost without HHA participation? If YES, 5 points
HHH Resources	5	<p>Quantify HHA cash and loans to project:</p> <p>No HHA cash or loans 5 points</p> <p>\$1,000 - \$20,000/affordable unit 3 points</p> <p>\$20,001 - \$50,000/affordable unit 1.5 points</p> <p>Greater \$50,000/affordable unit 0 points</p> <p>Example: Pointe Park will have 50 affordable units and HHA will contribute \$250,000 as a loan to the project. \$250,000 divided by 50 affordable units = \$5,000/unit 3 points</p>
M/WBE Participation	5	<p>Up to 5 points for participation by Minority and Women Business Enterprises for projects with more than \$5,000 in construction costs as follows:</p> <p>30% of all subcontracts to M/WBE's 5 points</p> <p>15% of all subcontracts to M/WBE's 2.5 points</p> <p>Some participation by M/WBE's 1 point</p> <p>No participation 0 points</p> <p>For acquisition projects with less than \$5,000 per unit rehab, is developer willing to commit to contracting with M/WBE's on other sites in the City of Houston in an</p>

		<p>amount equivalent to 15% of the property purchase price? If YES, 5 points. If such contracts total 7.5% of purchase price, 2.5 points. If no participation, 0 points.</p> <p>Examples: Pointe Park has a construction budget of \$100,000/unit and the development partner has pledged that 30% of all subcontractors will be MBE or WBE firms. 5 points</p> <p>Greensboro Apartments is an acquisition project with minor rehab totaling \$2,500 per unit. The acquisition cost is \$13,000,000. Since there is no significant construction on-site, the development partner has pledged that 7.5% of the purchase price, or \$975,000 (\$9,750/unit) will be contracted to MBE or WBE firms on other sites in the City of Houston over the next 5 years. 2.5 points</p>
Unit Mix	2.5	Are 80 – 100% of the affordable units in the project 2, 3 and 4 br. units? If YES, 2.5 points
Mix with Market Units	2.5	Does the project include 20% or greater market units? If YES, 2.5 points
Bonus Points	5	<p>Bonus of up to 5 points for the following factors:</p> <ul style="list-style-type: none"> 1. 20% or more of affordable units are PH, RAD or PBV units 1.5 points 2. Use of CDBG-DR funds under deadline 1.5 points 3. Development project utilizes Low Income Housing Tax Credits 2 points
TOTAL POINTS	100	

Exhibit C

Scope of Services

HHA intends to select the Development Partner(s) to participate in development activities over the upcoming years for one or more multi-family public/affordable housing projects funded by various funding sources. The developments will be located in the City of Houston, Texas or in the ETJ. Subject to requisite HUD approvals, communities will be constructed, acquired or rehabilitated of sites proposed by the Offeror. HHA anticipates providing some investments to the proposed development(s) for either acquisition or construction on an as needed basis. The HHA funds may include a combination of Capital Funds, CDBG-DR, or other funds made available to HHA.

The Scope of Services consists of the following, which is not intended to be all inclusive. Consequently, a further review of the project(s) with the Successful Offeror(s) may lead to alterations in the Scope of Services.

At a minimum, the Development partner is expected to:

1. Demolish buildings and or housing communities as needed. Undertake pre-development activities.
2. Implement a process to execute the development or rehabilitation of various housing communities as needed. Develop a construction strategy and a development implementation schedule. Oversee the design, construction, and quality control of the development.
3. Refine and develop Site Plans; prepare a final Site Plan supported by a market study analysis; and obtain required zoning and development approvals from the City of Houston and other required jurisdictional entities.
4. Develop a project budget. Identify and quantify all development costs based on information provided by HHA, and an independent analysis by the Development Partner. All cost estimates will be the sole and exclusive responsibility of the selected Development Partner.
5. Develop a financing plan, development plan, and construction schedule as needed; determine the probability and extent of any gap funding and the total development cost; identify and justify the amount of HHA resources that may be needed for the proposed project; identify and secure other public and/or private funding sources to close any funding gap; assemble financing packages; prepare and submit a TDHCA LIHTC application; conduct all necessary negotiations with funding source providers; and provide all reasonable and necessary financial guaranties and assurances. Expand and update the budgets throughout the development process.
6. Obtain commitments from grantors, lenders and tax credit investors for financing the project. Commitments to be on forms and with parties reasonably acceptable to HHA.

7. Based upon the approved development plan, prepare schematic designs and drawings, preliminary designs and drawings, and construction drawings and specifications. Submit schematic drawings, preliminary drawings and construction documents for the entire project or the phase, including public improvements, to HHA for review and approval; obtain required building permits.
8. Identify public improvements to be funded. Develop construction drawings and specifications for these improvements with the City of Houston. Execute a separate contract with HHA, or the ownership entity, for construction of such improvements, as required.
9. Coordinate all development activities, including reporting and budgeting requirements with HHA and assist HHA as necessary with respect to all aspects of the project. Provide monthly reports to the HHA on the progress of the development efforts, including work already completed, the associated costs, schedule, and budgetary requirements.
10. Assist HHA in preparation and submission of all required funder materials.
11. Ensure significant participation by M/WBE and Section 3 firms throughout the development insuring that the M/WBE and Section 3 requirements set forth are satisfied.
12. Bid and award construction contracts; cause and oversee construction in accordance with all applicable agreements and legal requirements, including all applicable HUD and Low-Income Housing Tax Credit deadlines; supervise construction work to ensure quality of workmanship, timely completion of work, and consistency with budget; and ensure that all required occupancy permits and any other approvals are obtained after construction completion to permit lease-up, safe and habitable occupancy.
13. Supervise other consultants and/or service providers in all tasks necessary to successfully implement the development plan.
14. Ensure compliance with all applicable federal, state and local rules and regulations. Provide all required operating and financing guarantees to the HHA and other lending institutions.
15. Implement a marketing strategy, or work with the HHA and their marketing consultant (if applicable), to undertake all marketing and lease up efforts.
16. Work with HHA and its legal team to create an ownership structure for the development which may include an affiliate of HHA as a general partner.
17. Deliver units consistent with LIHTC and HUD guidelines as applicable.
18. Other tasks as necessary and as requested by HHA.

19. Apply for public and private resources needed to complete the project.
20. Coordinate all work and documentation with the HHA Real Estate Investment and Development Department.
21. Provide documentation/reports that include the basis, source and methodology for arriving at estimates, projections and assumptions.
22. Meet with HHA's Real Estate Investment and Development Department, and other federal, state, and local agencies, as may be necessary.
23. Represent HHA without conflicts of interest on business transactions.
24. Be responsible for pre-development expenses. If the deal is not consummated, costs incurred will not be reimbursed by HHA or any HHA affiliates.
25. Complete written documentation of materials in a manner suitable for use by HHA, the HHA's Board of Commissioners, HUD, and other agencies.
26. Meet with HHA, HUD, the Community, and other state and local officials as may be necessary.
27. Coordinate all services with other parties as deemed necessary by HHA.
28. Provide the basis, source, and methodology for arriving at conclusions in all materials and reports.
29. Provide adequate competent supervision at all times during the performance of the contract. A qualified Project Manager shall be designated in writing to HHA prior to executing the contract. The Project Manager or his designee must be readily available to meet with the HHA personnel. HHA shall be provided with the telephone number(s) where the Project Manager can be reached.

The Houston Housing Authority reserves the right to delete or add items of work, or other work requirements at any stage of the contract.

Exhibit D

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

OFFEROR SHALL INDEMNIFY, DEFEND, AND HOLD THE HOUSTON HOUSING AUTHORITY 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.

OFFEROR 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, OFFEROR INDEMNIFICATION OF THE INDEMNIFIED PERSONS IS LIMITED TO \$1,000,000 PER OCCURRENCE.

THE HOUSTON HOUSING AUTHORITY SHALL NOTIFY OFFEROR OF ANY CLAIM THE HOUSTON HOUSING AUTHORITY RECEIVES NOTICE OF ASSERTED AGAINST THE INDEMNIFIED PERSONS WITH RESPECT TO WHICH INDEMNIFIED PERSONS ARE INDEMNIFIED AGAINST LOSS BY OFFEROR HEREUNDER WITHIN FIFTEEN (15) DAYS OF THE HOUSTON HOUSING AUTHORITY'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 THE AUTHORITY 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 OFFEROR IS PREJUDICED, SUFFERS LOSS, OR INCURS EXPENSE BECAUSE OF THE DELAY.

FOLLOWING SUCH NOTIFICATION, AND EXCEPT AS OTHERWISE PROVIDED BELOW, OFFEROR SHALL DEFEND ANY SUCH SUIT AT ITS SOLE COST AND EXPENSE WITH ATTORNEYS OF ITS OWN SELECTION WHO ARE REASONABLY SATISFACTORY TO THE AUTHORITY.

OFFEROR 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. OFFEROR SHALL HAVE THE POWER TO SETTLE THE CLAIM WITHOUT THE CONSENT OR AGREEMENT OF THE AUTHORITY UNLESS THE SETTLEMENT WOULD (I) 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, (II) REQUIRE THE INDEMNIFIED PERSONS TO PAY AMOUNTS THAT OFFEROR DOES NOT FUND IN FULL, (III) 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 (IV) 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.

IF OFFEROR NOTIFIES THE HOUSTON HOUSING AUTHORITY IN WRITING WITHIN TEN (10) DAYS AFTER RECEIPT OF THE HOUSTON HOUSING AUTHORITY'S WRITTEN NOTICE OF A CLAIM AND REQUEST FOR INDEMNIFICATION THAT IT ELECTS NOT TO DEFEND THE CLAIM, THE HOUSTON HOUSING AUTHORITY OR ANY OF THE INDEMNIFIED PERSONS SHALL ASSUME AND CONTROL THE DEFENSE AND ALL DEFENSE EXPENSES SHALL CONSTITUTE AN INDEMNIFICATION LOSS.

Exhibit E

Insurance Requirements

Prior to the execution of a MOU, the Successful Offeror(s) shall furnish evidence of all appropriate and applicable insurance coverage carried by the Offeror including policy coverage periods. Offerors shall furnish HHA with certificates of insurance showing that the following insurance is in force and will insure all operations under this solicitation, and name the Houston Housing Authority as an additional insured. Required insurance levels are as follows:

1. Workers' compensation in accordance with the State of Texas rules and regulations.
2. 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 Offerors 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.
3. 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 HHA.

Exhibit F

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient

must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

Exhibit G

MEMORANDUM

TO: Potential Development Partners
FROM: David A. Northern, Sr., President & CEO
DATE: January 1, 2021; **Updated May 11, 2022**
RE: Additional items we will be looking for in new partnership PFC deals

Annual Report, Annual Audit and Compliance Reviews.

HHA will periodically monitor and audit compliance with this QBS and any and all subsequent MOU's, term sheets, agreements, lease agreements and regulatory agreements. Each year after project completion, a successful firm shall submit a Compliance Report for all affordable units to HHA that includes the tenant's name, unit number, household size, age (only in Senior Living, and sex of each household member, number of bedrooms, initial date of occupancy, lease renewal date, tenant gross income and percentage of Area Median Income (AMI) adjusted by family size, income source, rent, utility allowance (if applicable) and date of last income review. This Compliance Report must certify that tenant income and rents are in compliance with the terms of this QBS and any and all MOU's, term sheets, agreements, lease agreements and regulatory agreements in addition, HHA will have the right to conduct compliance monitoring or an independent audit of compliance with income and rent restrictions in its sole discretion. Further, an annual audit prepared by an independent CPA firm in accordance with Generally Accepted Accounting Principles (GAAP) is required.

Affordability Standards

Rents on affordable units shall be capped at 30% of 80% of AMI adjusted by family size. Income screening for the affordable units shall consider the income of everyone living in the unit and not just the person listed on the lease. In addition, rent levels must be reduced to accommodate a utility allowance for any tenant-paid utilities in accordance with the utility allowances established by the HHA, which are generally updated on an annual basis. Current HHA utility allowances can be found at: <http://www.housingforhouston.com/property-owners/owner-forms-gallery.aspx>. If a household's income is reduced by 20% or more over its income at initial occupancy, the HHA will consider the use of a Housing Choice Voucher on a case-by-case basis, provided that the household meets all eligibility requirements. A successful firm will provide that at least five (5) units will be made available for Housing Choice Voucher Program (HCVP) voucher holders, and that if the applicable HCVP payment standard as published by HHA is lower than the rents being charged at the project, the project will reduce the rent for those five (5) units (or more) to allow HCVP voucher holders to occupy the units and pay no more than 30% of adjusted income as their share of the rent.

Fair Housing and Tenant Protections

Successful firms must certify that they will not discriminate based on a tenant's source of income. Source of income means lawful, regular, and verifiable income including, but not limited to, Housing Choice Vouchers, TANF and other subsidies provided by government or non-governmental entities, child support, and/or spousal maintenance. In addition, successful firms shall include a Lease Addendum in all leases that covers tenant protections related to termination of tenancy, prohibited lease terms, lease renewal requirements, notice prior to entry, right to conduct activities related to a tenant organization, hazardous health conditions, relocation and the cost of repairs. See Exhibit H for a sample Lease Addendum.

Affirmative Marketing Plan

Successful firms must prepare, have in their onsite records, and submit to HHA a written Affirmative Marketing Plan. Firms must comply with TDHCA's minimum Affirmative Marketing Plan requirements which are located in [Subchapter G of the Uniform Multifamily Rules \(sos.state.tx.us\)](https://sos.state.tx.us), Section 10.801 and are encouraged to utilize Form HUD-935.2A as a tool to prepare the Plan. The Affirmative Marketing Plan will require the successful firm to include in all public marketing materials and websites for the project a reference to the affordability provisions and voucher acceptance set forth above in both English and Spanish. The purpose of the Affirmative Marketing Plan is to ensure equal housing opportunities regardless of race, color, national origin, religion, sex, familial status, or disability. It is designed to effectively market the availability of housing opportunities to individuals of both minority and non-minority groups that are least likely to apply for occupancy. In addition, firms must notify HHA of available vacancies on a monthly basis, so that HHA can make Housing Choice Voucher holders aware of available units.

Minimum Financial Return to HHA

All proposals should include a minimum financial return to HHA of 1) an annual compliance fee of at least \$25,000 to cover costs of administering and overseeing compliance; and 2) a minimum return of cash flow in each calendar year of the greater of (a) 15% of cash flow after payment of the return to the investor or b) 10% of the amount of savings to the project from the property tax exemption. To the extent that in any calendar year HHA does not receive this minimum return, the amount will accrue and be payable in future years or from sale proceeds project.

This is the minimum financial return to HHA. Projects that offer a higher percentage of cash flow or a higher percentage of tax savings will be viewed more favorably. Any party responding to this QBS will be assumed to have agreed to this minimum financial return to HHA.

Proof of Site Control

We require that the developer evidence proof of site control as a threshold requirement for being considered in response to the QBS. This evidence of site control can be accomplished through any of the following:

- a. A deed showing ownership of the property in the applicant or an affiliate entity;
- b. A purchase and sale contract or option agreement between the property owner and the applicant or an affiliate; or
- c. A binding letter of intent to enter a purchase and sale agreement between the property owner and the applicant or an affiliate.

Ten Year LURA Requirement

There will be a requirement that the LURA remain in place for at least 10 years, regardless of whether the property is sold at a sooner date.

Fee

An administrative fee of \$2,500 for each deal submitted to the Development Partner QBS is required to be submitted. For example, when a developer submits 3 deals, they will need to pay \$7,500. If the proper fee is not submitted, the submissions will be disqualified.

Sale of Leasehold Interest

Sale of the leasehold interest will be allowed once construction of the property is complete (for new construction) and the property has reached stabilization. For acquisitions, sale of the leasehold will be allowed once the property has reached compliance with the income and rental restrictions. In all cases, transfer of the leasehold interest will be subject to approval of the housing authority of the proposed new owner of the leasehold estate. Any such approval of HHA will be in its reasonable discretion. Upon transfer of the leasehold interest, a 1% transfer fee shall be paid to HHA starting with the second such transfer of the leasehold interest. The 1% transfer fee shall be calculated on the purchase price of the leasehold interest. All subsequent transfers shall also require a transfer fee in the amount of 1% of the purchase price. On the first transfer of the leasehold interest, no transfer fee will be charged as long as HHA receives proceeds from the sale at least equal to 1% of the purchase price. If not, the HHA will receive a transfer fee on the first transfer of the leasehold estate equal to 1% of the purchase price less the amount received by HHA as sale proceeds. Upon transfer of the leasehold estate, the Lease Agreement shall require the purchaser of the leasehold interest to make an annual lease payment to the Lessor in the amount of 15% of the savings generated to the project as a result of the property tax exemption.

Calculation of Sales Proceeds

In calculating the distribution of capital proceeds, any amount received by the developer as cash flow distributions in excess of their preferred return ("Excess Return") will be taken into account at the time of the distribution of capital proceeds. In the event that the developer partner has received an Excess Return, an amount equal to the Excess Return, multiplied by the percentage of cash flow payable to the housing authority in the cash flow waterfall shall be included in the capital event waterfall, after the developer preferred return, as a priority to the Housing Authority.

Asset Management Fee

The Housing Authority will receive an annual asset management fee on all transactions equal to the greater of (i) 0.50% of gross revenues or (ii) \$25,000, with such fee to be paid monthly.

HHA's Goal for MBE and WBE Participation

Per the current HHA M/WBE goal in all solicitations regarding subcontracting with minority business enterprises ("MBEs") and women business enterprises ("WBE's"), *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.*

A developer must document its use of best efforts to meet HHA's Goal notwithstanding whether the developer is engaging in new construction or acquisition of an existing development. Documentation of the use of best efforts to meet HHA's Goal for new developments and the acquisition of existing developments may include a developer providing evidence that it implemented a community-centric action plan in which the developer engages with members of the community where the development is

located to provide information about the development and the developer's commitment to subcontract with MBEs and WBEs. A developer may also include on its internet website information that keeps potential bidders for subcontracts apprised of the development's project schedule and the bidding timeline to ensure MBEs and WBEs can be successful in their bids for such subcontracts.

For acquisitions, a developer may demonstrate its use of best efforts to meet HHA's Goal by providing written evidence that on and after the first anniversary of closing on the acquisition, or immediately after the expiration or termination of existing contracts for the maintenance and operation of the development, the developer made significant community output efforts to reach a goal of providing subcontracts to MBEs and WBEs providing work costing an amount that is at least 30% of the development's total annual operating budget, with at least 15% of the development's total annual operating budget being subcontracted to MBEs, and at least 15% of the development's total annual operating budget being subcontracted to WBEs.

A community-centric action plan or significant community output efforts to meet HHA's Goal should include best efforts to achieve participation from MBEs and WBEs in all of the following areas: (i) predevelopment services such as banking, inspections and design services; (ii) construction services with general contractors and subcontractors; and (iii) operational services such as maintenance and property management for the development along with the provision of goods associated with such services.

Exhibit H

SAMPLE LEASE ADDENDUM

1. This Lease Agreement Addendum (“Addendum”) is an addendum to the Lease Agreement (herein referred to as the “Lease Agreement”), entered into on **[Date]** between **[Landlord Name]** (herein referred to as “Owner”) and **[Tenant Name]** (herein referred to as “Tenant”) for the leasing of the premises at **[Address]**, _____, Texas **[Zip Code]** (herein referred to as “the Property”). The term “Owner” includes Owner’s agent(s).
2. The provisions of this Addendum replace any conflicting provisions contained in the Lease Agreement. To the extent any conflict exists between the Lease Agreement and this Addendum, the provisions of this Addendum shall govern.
3. The provisions of this Addendum shall apply during the entirety of a tenancy, including month-to-month tenancies and any holdover tenancy.
4. **Prohibited Lease Terms.** The Owner and Tenant agree that the following provisions, if included in the lease Agreement, shall be null and void and unenforceable:
 - 4.1. Any and all provisions in the Lease Agreement that require the Tenant to agree to be sued, to admit guilt, or to a judgment in favor of the Owner in a lawsuit brought in connection with the lease or the Property.
 - 4.2. Any and all provisions in the Lease Agreement that allow the Owner to take, hold, or sell personal property of the Tenant or household members without written notice to the Tenant and a court decision on the rights of the parties except when the property remains in the unit after the Tenant has moved out of the unit and the property is disposed of in accordance with State law.
 - 4.3. Any and all provisions in the Lease Agreement that excuse the Owner from legal responsibility or liability for any action or failure to act, whether intentional or negligent.
 - 4.4. Any and all provisions in the Lease Agreement that allow the Owner to institute an eviction lawsuit against the Tenant without notice to the Tenant.
 - 4.5. Any and all provisions in the Lease Agreement that allow the Owner to evict the Tenant or household members without instituting a civil court proceeding in which the Tenant is provided the opportunity to present a defense or before a court decision on the rights of the parties.
 - 4.6. Any and all provisions in the Lease Agreement that require the Tenant to waive a trial by jury.
 - 4.7. Any and all provisions in the Lease Agreement that require the Tenant to waive any right to appeal or to otherwise challenge, in court, a court decision connected to the Lease Agreement, this Addendum, or the Property.
 - 4.8. Any and all provisions in the lease agreement that require the Tenant to pay the costs of legal actions, regardless of outcome. This includes any agreement by the Tenant to pay attorney’s fees or other legal costs even if the Tenant wins in a court proceeding instituted by the Owner against Tenant. This does not include a provision of the Lease Agreement that obligates the Tenant to pay such costs if the Tenant loses in court.
 - 4.9. Any and all provisions in the Lease Agreement that require the Tenant to waive the right to participate in a class action or collective action against the Owner.

- 4.10. Any and all provisions in the Lease Agreement that require the Tenant (other than a tenant in transitional housing) to accept supportive services.
 - 4.11. Any and all provisions in the Lease Agreement that require the Tenant to allow the Owner to enter the Tenant's unit with less than twenty-four (24) hours' notice, except for emergency situations.
 - 4.12. Any and all provisions in the Lease Agreement that require the Tenant to pay charges and/or fees for late payments that total more than five (5) percent of the amount of rent paid by the Tenant for the rental period.
 - 4.13. Any and all provisions in the Lease Agreement that allow the Owner to terminate a tenancy for failure to pay fees and fines other than rent. This section also prohibits provisions that allow the Owner to allege that the Tenant owes rent because the Tenant allegedly owes other fees or fines to the Owner.
 - 4.14. Any and all provisions in the Lease Agreement that presume the Tenant is responsible for causing any conditions that necessitate repairs or pest treatments.
 - 4.15. Any and all provisions in the Lease Agreement that prohibit overnight guests who stay on the Property for seven or fewer consecutive nights. This limitation does not apply to a guest who is prohibited from entering the Property.
 - 4.16. Any and all provisions in the Lease Agreement that prohibit rental payments by money order, cashier's check, or check; and any and all provisions in the Lease Agreement that require the Tenant to pay an additional fee (or fees) because the Tenant uses a money order, cashier's check, or check to pay rent. An Owner may refuse to accept a rental payment by check only after one or more of the Tenant's checks are returned because of insufficient funds.
5. Termination of Tenancy:
- 5.1. Grounds for termination or nonrenewal. Owner may not terminate the tenancy or refuse to renew the lease of a Tenant except for:
 - 5.1.1. serious or repeated violations of the terms and conditions of the Lease Agreement (*e.g.*, failure to pay rent, or criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents); or
 - 5.1.2. violations of applicable Federal, State, or local laws; or
 - 5.1.3. completion of tenancy period for transitional housing; or
 - 5.1.4. the temporary or permanent uninhabitability of the Property justifying relocation of all or some of the Property's tenants (except where such uninhabitability is caused by the actions or inactions of the Owner). Termination on this ground shall trigger the Relocation provisions in Section 11, except in cases where the property becomes uninhabitable due to the Tenant's intentional actions.
 - 5.2. Notices.
 - 5.2.1. 30-day Notice.
 - 5.2.1.1. To terminate or not renew the lease, Owner shall serve written notice upon the Tenant specifying the grounds for the termination or nonrenewal at least 30 days before the effective date of the termination or nonrenewal unless the termination is based on serious violent criminal activity that poses an immediate threat to the safety of staff or other residents. The

notice to terminate or nonrenewal shall be served on the Tenant by either: (1) both first class mail and either certified or registered mail; or (2) by personal delivery to the Tenant or a household member eighteen years or older.

5.2.1.2. The written notice must inform Tenant of the right to discuss with the Owner the proposed termination or non-renewal of tenancy. The notice must give Tenant at least ten days from the date of the notice to request a meeting with the Owner. If the Tenant makes a timely request, the Owner agrees to meet with the Tenant.

5.2.2. Three-day Notice. If the dispute is not resolved and the Tenant does not vacate the premises by the effective date of the termination as set forth in the notice of lease termination, Owner shall give the Tenant at least three days written notice to vacate the premises unless the termination is based on serious violent criminal activity that poses an immediate threat to the safety of staff or other residents. If the Tenant does not vacate the premises by the end of the third day, Owner may then proceed to obtain possession by a forcible entry and detainer lawsuit in the appropriate Justice of the Peace court.

5.2.3. Failure to Follow Notice Procedure.

5.2.3.1. Except for a termination based on serious violent criminal activity that poses an immediate threat to the safety of staff or other residents, the Owner agrees that providing the 30-day and three-day notices are condition precedents to filing a forcible entry and detainer lawsuit.

5.2.3.2. The Owner waives the right to challenge a Tenant's request to dismiss the forcible entry and detainer lawsuit for failure to comply with the notice procedures.

5.2.3.3. The Owner waives the right to appeal to a dismissal of the forcible entry and detainer lawsuit for a failure to comply with the notice procedures.

5.3. Except for drug activity, serious and violent criminal activity, or other serious criminal activity, Owner agrees to provide Tenant with at least ten days to cure any alleged violation of the Lease Agreement. This ten-day opportunity to cure must occur before the Owner serves the Tenant with the 30-day notice described in Subsection 5.2.1.

5.4. Remedy for Damages for Repair Costs ("Repair Damages").

5.4.1. To recover repair damages, the Owner agrees to withhold a portion of or all of the Tenant's security deposit upon move-out or to file suit for damages in a court of competent jurisdiction.

5.4.2. The Owner agrees that its repair damages are limited to actual damages.

5.4.3. If the Owner files a lawsuit to recover repair damage, the parties agree that the:

5.4.3.1. Owner may seek reasonable attorney's fees and courts costs; and

5.4.3.2. Tenant may take up to 30 days from the date the judgment is entered to pay the damages awarded by the court.

5.4.4. Except as provided in Subsection 5.4.5, the Owner may not seek to evict solely because the Tenant failed to pay for alleged repair damages. If the Owner files an eviction suit to recover only repair damages, the Owner agrees that the Tenant may request the Court dismiss the suit because the Owner limited its right to evict solely because the Tenant failed to pay for alleged property damage.

5.4.5. This section does not apply to a lawsuit to evict for drug activity, serious and violent criminal activity, or other serious criminal activity.

6. **Entry into Unit.** Owner may enter the unit during reasonable times for any reasonable business purposes after providing to the Tenant at least twenty-four- (24) hours' notice, a reasonable window of time for entry, except for reasons stated in Section 4.11.

6.1. Except as provided in 6.4 and 6.5, the Owner may enter the unit during business hours for a business-related need after providing the Tenant with notice of the need to enter at least 24 hours before the time for entry.

6.2. Whenever the Tenant or a member of the Tenant's household who is 19 years of age or older is not present in the unit at the time of entry, the Owner must provide written documentation in the unit that states the purpose of entry, the time of entry, and who entered.

6.3. The Owner agrees to avoid entering the unit so frequently as to seriously disturb the Tenant's peaceful enjoyment of the unit.

6.4. In this provision, the term "emergency" does include every repair the Tenant requests from the Owner. The Tenant agrees that the Owner may enter the unit without 24-hours' notice if:

6.4.1. the Tenant requests the Owner enter the unit; or

6.4.2. the Owner believes, in good faith, that an emergency exists that creates an imminent danger to the Tenant, a member of the Tenant's household, the tenant's unit or a unit located on either side or above the Tenant's unit.

6.5. This section does not require the Owner to provide specific notice before entering the Tenant's unit to post a Notice to Vacate, as authorized by the Texas Property Code.

7. **Tenant's Right to Conduct Activities related to a Tenant Organization.**

7.1. The Owner agrees each tenant may conduct activities on the Property related to establishing or operating a tenant organization.

7.2. If requested, the Owner agrees to meet with Tenant and a member of a tenant organization during regular business hours to discuss matters related to the Tenant's unit or the Property as a whole.

7.3. The Owner may not retaliate against a Tenant or Tenant's guests because the Tenant or the Tenant's guest established, attempted to establish, or participated in a tenant organization.

7.4. If the Tenant accesses common areas for tenant organization activities, the Owner may not impose fees or rules that are not applicable to a tenant who accesses a common area for activities that do not include tenant organization activities.

8. **Tenant's Right to Access Tenant File**

8.1. The Owner agrees the Tenant is entitled to review and copy any documents that the Tenant signed, including a rental application, the Lease Agreement, or this Addendum; and to review and copy any documents that relate to the Owner's reason for terminating or non-renewal of tenancy.

8.2. The Owner may redact documents if the Owner reasonably believes that redaction is necessary to protect the health and safety of staff or other residents and may redact if redactions are required by law. The Owner may not redact any document signed by the Tenant.

9. **Remediation of Hazardous Health Conditions.** The Owner shall address and remediate hazardous health conditions, including but not limited to mold in indoor areas, in a timely manner, which is presumed to be seven (7) days from the receipt of notice about the condition. The Owner may rebut this presumption by establishing that the condition was remediated in a timely manner, is in the process of being remediated in a timely manner, or that the Owner has implemented a timely plan for remediation, based on the specific facts of the condition and the remediation.

10. Cost of Repairs.

- 10.1. The Owner may charge Tenant for repairs made to the unit if, prior to making the repair, the Owner gives the Tenant written notice that includes the estimated costs, except for emergency repairs.
- 10.2. Upon the Tenant's request, the Owner must provide Tenant with an invoice for the cost of the repairs that are made to the Tenant's unit or otherwise charged to the Tenant.
- 10.3. The Owner agrees that the Tenant may dispute the necessity and extent of the repairs.
- 10.4. This section does not modify or expand the limitations found in Section 5.4 of this Addendum.

11. Relocation.

11.1. Relocation Assistance.

- 11.1.1. Unless the Tenant intentionally damages the unit to the degree that the Tenant must vacate the unit, the Owner agrees to provide relocation assistance to Tenant if Tenant is required to vacate the unit, permanently or temporarily, due to repair, transfer, sale, or renovation of the unit or Property.
- 11.1.2. Relocation assistance includes moving expenses (actual and anticipated expenses related to moving Tenant, Tenant's household members, and their personal property), utility connection fees, non-refundable deposits, and rent increases at a temporary unit during the relocation period.
- 11.1.3. The Owner agrees that the payment for a permanently displaced Tenant is the amount necessary to enable the Tenant to lease or rent a comparable dwelling for up to 42 months, as set forth in the Uniform Relocation Assistance and Real Property Acquisition Policies of 1970 ("URA").

- 11.2. Right to Return. If the Tenant is relocated because of renovations or repairs at the Property, Owner agrees to provide the Tenant the opportunity to return to their original unit or a comparable unit at the same property, if one becomes available. A comparable unit has the same number of bedrooms or equivalent square footage and has the same subsidy level. The Tenant's right to return lasts for one year from the date of completion of the renovations or repairs to the Tenant's unit or the completion of the Tenant's lease at another property, whichever is earlier.

12. **Tenant Agreement to Provide Requested Information.** The Tenant understands that the unit leased under the Lease Agreement has received property tax relief and/or governmental subsidies and that, as a condition of the property tax relief and/or governmental subsidy, the Tenant is required and hereby agrees to provide Owner with any information and sign such releases which are necessary to allow Owner to verify the Tenant's income and otherwise comply with governing rules, regulations and restrictions. The Tenant agrees to provide Owner accurate and complete information regarding the Tenant's income and to do so by the date specified in Owner's request. The Tenant understands that the intentional failure to supply accurate and complete information regarding Tenant's income shall constitute a serious lease

violation. All Tenant files will be available for inspection by all applicable federal, state, and local agencies. The Tenant hereby consents to release of all such information by Owner to housing and governmental agencies.

13. **Copies of Lease Agreement.** Owner agrees to provide Tenant a copy of the Lease Agreement and this Addendum in the language in which the lease was negotiated. Owner also agrees to provide Tenant a copy of any other rules or policies issued by Owner that govern the Tenant's conduct at the Property. Owner agrees to attach a copy of this Addendum to any petition filed in an eviction proceeding against the Tenant. Owner agrees that Owner's failure to provide a copy of this Addendum to the Tenant or to the Court shall be cause for dismissal without prejudice of any eviction lawsuit filed by the Owner.
14. This Addendum is deemed to have been made in compliance with all applicable State and local laws, and if any section or part is not lawful, only that section or part shall be void, and the balance of the Addendum shall remain in full force and effect.

BY: _____
Owner's Representative Date

Tenant _____ Date _____

LANDLORD: THIS DOCUMENT MUST BE ATTACHED TO EACH AND EVERY LEASE SIGNED DURING THE AFFORDABILITY PERIOD, INCLUDING LEASE RENEWALS.

Table A

Procurement Schedule

Round 1 Submission

<u>EVENT</u>	<u>DATE</u>
Deadline for the submittal of written questions to Purchasing@housingforhouston.com	4 P.M. Central Daylight Time (“CDT”) May 31, 2022
Deadline HHA will post answers to written questions to Houston Housing Authority	4 P.M. “CDT” June 3, 2022
Deadline for the receipt of sealed responses	2 P.M. “CDT” June 10, 2022
Estimated Contract Award Date	Subsequent to the approval of HHA’s Board of Commissioners

Subsequent Submissions through January 13, 2023

<u>EVENT</u>	<u>DATE</u>
Deadline for the submittal of written questions to Purchasing@housingforhouston.com	4 P.M. Central Daylight Time (“CDT”) Third Tuesday of Each Month
Deadline HHA will post answers to written questions to Houston Housing Authority	4 P.M. Central Daylight Time (“CDT”) Third Friday of Each Month
Deadline for the receipt of sealed responses	2 P.M. Central Daylight Time (“CDT”) The Second Friday of the Next Month
Estimated Contract Award Date	Subsequent to the approval of HHA’s Board of Commissioners

Note: All responses to this solicitation must comply with Section 7.0 Submittals.