HOUSTON
HOUSING AUTHORITY
Transforming Lives & Communities

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

The Houston Housing Authority ("HHA"), has issued this Amendment No. 2 to RFP 22-35 Call Center for the purposes of:

1. Incorporating the attached Draft Contract into the solicitation as Exhibit C for informational purposes, and is not required to be submitted with the sealed proposals.

2. Answering the following question that was submitted to "HHA" by the published due date:

Question 1: What is the percentage of Vietnamese calls currently being handled? Can a language line be used for those or must some of our agents speak the language?

Answer 1: We don't have a large percentage of Vietnamese calls, but there is a large Vietnamese population in Houston. Yes, a language line can be used.

Question 2: Can a language line be used for those or must some of our agents speak the language?

Answer 2: Yes, a language line can be used.

Question 3: What job titles are you looking for in terms of employees who are "directly involved" with RFP execution?

Answer 3: Job titles should reflect the personal that will be responsible for the management of the call center.

Question 4: If we choose to subcontract, can it only be with SBEs or WBEs within the populations you mentioned or can it be any company?

Answer 4: It can be any company**.**

Question 5: Calls must be answered by third ring, does IVR count?

Answer 5: No, we want all calls to be answered by a live person.

Question 6: Is the requirement for answering within 3 rings to reach an agent or an IVR?

Answer 6: See Answer 5.

Question 7: Will the selected contractor be provided with user access to HHA's Emphasys Elite, system of record?

Answer 7: Yes.

Question 8: May the selected contractor use a third-party ticketing system to assist callers with tracking calls and dispositions?

Answer 8: It would depend on the third-party ticketing system and if it's comparable to our existing systems.

Question 9: May the selected contractor use a third-party service to provide resolve calls with hearing impaired callers?

Answer 9: Yes.

Question 10: Can you provide the software used by HHA to record notes and access, clarify the extent that agents are to resolve calls?

Answer 10: Yes.

Question 11: Can HHA provide an estimated percentage of expected Vietnamese speaking callers?

Answer 11: See Answer 1.

Question 12: Will the selected respondent be expected to use the HHA current IVR; or will the respondent be expected to provide an IVR system?

Answer 12: They can use the one they have**.**

Question 13: How are call currently documented?

Answer 13: We currently use Serenova.

Question 14: How are calls not resolved by the Call Center documented and sent to the appropriate staff; and who is responsible to ensure matters are resolved timely?

Answer 14: The Housing Authority will retain customer service representatives to resolve high level issues. Process and procedures will need to be developed.

Question 15: Telephone answering services are provided 8-5pm currently, can you verify that the hours of the Call Center operation will be 8am – 6pm Monday-Friday?

Answer 15: Monday – Friday 8:00 am-6:00 pm.

Question 16: Can you describe the reporting capability/capacity of the IVR and telephone system currently used?

Answer 16: We are not using one.

Question 17: What is the name of the telephone system currently used?

Answer 17: Serenova.

Question 18: What is the current call abandonment rate?

Answer 18: The average for last month was 41

Question 19: Who is the current vendor/contractor and for how long?

Answer 19: HHA currently self performs the call center utilizing Serenova.

Question 20: The RFP (exhibit A, page 1, item 7) says "…HHA currently utilized Emphasys Elite." Does HHA have any plans to change or replace this software?

Answer 20: Not at this time.

Question 21: What are the average daily, weekly and monthly call volumes?

Answer 21: We have decreased the queue's capacity to only hold 300 calls. Before that was done, we were averaging 25,000-30,000 call a month.

Question 22: In Exhibit A, Scope of Work item 4 "The selected respondent(s) responsibilities of HCV Call Center include, but are not limited to: ii. Assign to appropriate HHA department for follow-up and resolution," are the departments listed on the website all of the departments?

Answer 22: We are in the process of a reorganization; some departments may be developed and some merged.

Question 23: Are there any sub-departments that are not listed?

Answer 23: No.

Question 24: Can you provide the physical locations for these departments?

Answer 24: All departments are located at our central office at 2640 Fountain View.

Question 25: As the IVR has self-services capabilities, your requirement in the scope of work, "provide telephone answering services during daily business hours of 8:00 am – 6:00 pm, if after 6 pm, should the caller be routed to the self-service on the IVR, or be routed to a voicemail for the department?

Answer 25: If the IVR can answer the questions without the need for a live person that is acceptable, but if the IVR cannot answer the question then they should be given a message to call back the next business day.

Question 26: Has HHA a current call flow diagram for how they want calls answered after hours?

Answer 26: We do not currently answer calls after hours, but would be interested in the use of an IVR to help answer simple questions a caller may have after-hours.

Question 27: Will the Houston Housing Authority allow for Vietnamese speaking call center agents to be in Vietnam?

Answer 27: No.

Question 28: Is the organization fully informed and aware of how live chat and chatbots improve customer satisfaction, reduce support agent turnover, and reduce a call center's labor expenditure by 80%?

Answer 28: No.

Question 29: If so, how is the organization aware of chatbot benefits?

Answer 29: N/A

Question 30: Has the organization seen a live demo?

Answer 30: No.

Question 31: Is the organization considering a chatbot to complement the call center? Why or why not?

Answer 31: No, we would like human interaction without clients, which is why we are outsourcing.

Question 32: If so, would you work directly with a Live Chat and AI Chatbot developer as a subcontractor due to their complexities or would the chatbot developer need to subcontract with the primary vendor?

Answer 32: Not interested at this point.

Question 33: Does the organization have any existing chatbots deployed in their network of departments/organization?

Answer 33: No

Question 34: Due to the thoroughness of the RFP and our interest in providing as comprehensive a proposal as possible, would HHA consider an extension for qualified, interested parties to respond to the procurement?

Answer 34: We have extended the proposal due date and added an additional round of Q&A in Amendment 1.

Question 35: Can HHA provide an estimated or expected timeframe for implementation from time of award to go-live date to ensure vendors provide accurate and consistent pricing related to implementation?

Answer 35: We would like to go live in January, 2023.

Question 36: Can HHA confirm, based on the requirement to maintain a suitable IVR system, that the vendor will be expected to provide their own telephony solution, or would they maintain the IVR within state systems?

Answer 36: The vendor would have to provide.

Question 37: If the vendor is required to provide their own telephony/IVR system, does HHA require any integration of the IVR with any HHA owned systems? If yes, can HHA please provide the name(s) of applicable systems?

Answer 37: No.

Question 38: Can HHA provide the method of connection to the State system of record for the entry of interaction details, case notes, etc. (e.g. cloud-based, open URL, site-to-site network connection to HHA network and application installation on vendor equipment; or VDI hosted application)?

Answer 38: This would need to be discussed with our IT department and the selected proposer.

Question 39: Can HHA provide any further information regarding call arrival patterns, such as time of day or seasonal volume fluctuations, to help inform accurate staffing models and consistent pricing between vendors?

Answer 39: There is an increase in call on Mondays or the day after a holiday.

Question 40: Will the vendor have the ability to generate all required reports from HHA's system of record?

Answer 40: Yes.

Question 41: Exhibit A Scope of Work item 7 states: "The Selected Respondent(s) must have the software utilized by HHA to record notes and access client records in order to resolve issues and/or escalate to appropriate HHA personnel. HHA currently utilizes Emphasys Elite." Will respondents be given access to the HHA's Emphasys Elite software required to perform the work under this contract, including any required licenses?

Answer 41: Yes.

Question 42: Is the reference to "HHS IT system" a reference to Emphasys Elite, also referenced in the RFP as "system of record"? If not, can you identify the HHA IT system, and what types of transactions vendors will use it to process?

Answer 42: Emphays Elite is our system of record.

Question 43: Can HHA provide the timeline and a brief description of their current training program for handling these calls so vendors can provide consistent responses and pricing around training and complexity?

Answer 43: The training will depend on the vendor.

Question 44: Can HHA provide their preferred method of posting open positions, identifying, screening, and hiring candidates in order to facilitate the hiring of low-income participants/clients of HHA (e.g. does HHA have a job board for posting open positions)?

Answer 44: Yes, we have current positions on our website.

Question 45: In an effort to appropriately estimate an initial implementation or transition of services, can HHA share whether the functions outlined in this RFP are currently being performed internally by HHA or if there is an existing 3rd party vendor performing the services?

Answer 45: HHA has its own call center.

Question 46: Do you have an anticipated amount you plan to invest in these services?

Answer 46: HHA does not provide budgetary information.

Question 47: How much is the current vendor charging per month?

Answer 47: We don't currently have a vendor.

Question 48: How many agents are currently handling your daily call volume?

Answer 48: Four, we don't have enough employees to handle the volume of call we get, which is why we are outsourcing.

Question 49: What percentage of calls are Spanish bilingual?

Answer 49: We don't get a high volume of Spanish callers.

Question 50: How long do you anticipate the initial training to be?

Answer 50: See answer #43.

Question 51: What is the required degree of dedication for the operators?

Answer 51: High School diploma or equivalent.

Question 52: What are the recording and storage requirements for non-phone communications?

Answer 52: We use HUDs retention policy for all records.

Question 53: What is the current number of seats for operators and supervisors at your existing call center?

Answer 53: Eight.

Question 54: What is the current average wait time for phone calls?

Answer 54: 5 hours.

Question 55: What is the current average after-call work time for operators?

Answer 55: 0.

Question 56: Over the past year, what is the percentage of calls received in English versus non-English?

Answer 56: 2.31%.

Question 57: Over the past year, what percentage of calls received were in Spanish?

Answer 57: 2.31%.

Question 58: What time of day, days of the week, or times of the year do calls typically peak?

Answer 58: Mondays.

Question 59: Are there specific scenarios that mandate immediate escalation?

Answer 59: When a client requests a supervisor after the representative is unable to resolve the issue.

Question 60: Can you provide periods where we may see a spike in inbound volumes above the 700-800 daily averages?

Answer 60: Usually after a holiday or holiday weekend.

Question 61: Will there be a possibility of outbound calls in addition to the inbound line?

Answer 61: Only if there are call backs.

Question 62: Is a remote, work from home format acceptable for phone agents?

Answer 62: Yes.

Question 63: When pricing the project cost, should we be assuming an all-inclusive hourly rate by position?

Answer 63: Yes.

Question 64: Do the MBE/WBE subcontractors utilized need to be certified on a specific website, directory or by a specific agency or is any active national or state certification recognized for MBE/WBE status?

Answer 64: Any active national or state certification can be utilized.

Question 65: We believe Item 12 is not applicable based on the fact that the contract does not fit into one of the categories listed in the 2530 form and also Attachment F states that it is for construction and equipment contracts only. Can you please confirm?

Answer 65: Correct, the Previous Participation Form is not required.

Question 66: Please confirm that HHA will provide licensed software (e.g., Emphasys Elite desktop software) to Vendor necessary to update/notate HHA system of record. If Vendor is to procure any licensed software – can you please provide specific product SKU/ordering details?

Answer 66: Yes.

Question 67: Is there call center work currently being outsourced to a vendor today?

Answer 67: No.

Question 68: If the work is being outsourced, what is the total contract value for 2021 and 2022?

Answer 68: N/A.

Question 69: Will HHA pay for attrition training or should the vendor add those costs into the normal agent rates?

Answer 69: The vendor should include training costs in their rates.

Question 70: We note that there is not a pricing sheet for us to include with our Bid. Is it our choice how to present this data or will a Pricing Template be forthcoming through an Amendment?

Answer 70: No, a pricing template will not be provided.

Question 71: Section 3.2 states hours are Monday through Friday. The SOW in #6 states daily calls. Can you please clarify?

Answer 71: Monday- Friday 8:00 – 6:00.

Question 72: Please clarify "target population." Does this pertain to public housing residents or could it apply to working with low income citizens?

Answer 72: Most of our calls are from Housing Choice Voucher participates.

Question 73: No pricing template has been provided. Do you target a Per Hour, Per Call or fixed pricing model?

Answer 73: That is up to the vendor.

Question 74: Does HHA plan to provide a pricing template?

Answer 74: No.

Question 75: Please provide key call center metrics that will be managed to including Call Arrival Patterns, Average Handle Time, Average Speed of Answer, Average Call Length, Quality metrics to be measured, Targeted Customer Satisfaction Score.

Answer 75: Performance indicators will be based on the indicators listed below item 33 of the scope of work.

Question 76: Can you explain the contract type that offerors are going to work and bill under, is it T&M Basis, Fixed Price, Labor Hour?

Answer 76: See attached Exhibit C for a draft of the proposed contract.

Question 77: Is the estimated cost to be provided for all years of performance?

Answer 77: Your pricing should have a total, estimated, yearly cost, depending on how your pricing is submitted. If you think there would be a yearly increase to these costs, that should be reflected within the fee structure.

Question 78: Do you have any historical call volumes and arrival patterns that can be shared with offerors?

Answer 78: 206,660 calls since 1/1/2022.

Question 79: Can you clarify who is providing the CRM, Offerors or HHA?

Answer 79: The vendor.

Question 80: How long is the current training? Will customer provide a train the trainer session?

Answer 80: That will depend on the vendor.

Question 81: Does the scope of work include making outbound calls? Is that included in the estimated 700 to 800 per day?

Answer 81: No.

Question 82: Can you provide the % of calls for each of these languages? Is there a minimum staffing for each of the languages per hour?

Answer 82: Percent of English calls =97.69% / Spanish calls = 2.31%.

Question 83: Are Offerors allowed to use a language line service?

Answer 83: Yes.

Question 84: Are offerors required to provide the Telephony to HHA users as well? If so, how many users per month?

Answer 84: Yes. To be determined.

Question 85: Are offerors required to have a Quality Function or is HHA doing quality monitoring?

Answer 85: Both will do quality monitoring.

Question 86: How much time do contractors have to transition in, once contract is awarded?

Answer 86: January, 2023.

Question 87: Is travel a requirement of this contract? Is so, can you explain how much travel is expected and where are offerors required to go?

Answer 87: Travel is not required.

Question 88: Is the IVR required to be in these three languages?

Answer 88: Yes

Question 89: When will HHA specify the required insurance coverage?

Answer 89: See attached Exhibit C Draft Contract.

Question 90: Are any specific background checks required for those who support HHA's operation?

Answer 90: Yes.

Question 91: What percentage of the current vendor's employees are residents of HHA?

Answer 91: 50% of the Call Center staff are residents.

Question 92: What is the current unemployment rate of the HHA residents currently?

Answer 92: We are unable to provide this data at this time.

Question 93: What percentage of unemployed are actively seeking employment?

Answer 93: We are unable to provide this data at this time.

Question 94: Is the Contact Center open on Weekends and Holidays?

Answer 94: No.

Question 95: Is this work required to be handled in a designated call center or is US based Work at Home acceptable?

Answer 95: That is up to the selected vendor.

Question 96: What is the technical interface that will be available for our connection?

Answer 96: We are unable to answer at this time.

Question 97: Do you have a retention policy? If so, how long are offerors required to retain the recordings?

Answer 97: We use HUD's retention policy.

Question 98: Are the recordings voice only or is screen recording required as well?

Answer 98: Voice only.
Question 99: For Scope of Work, Section 12, can you provide specific definition or metrics that will be measured to achieve this standard?

Answer 99: Not at this time.

Question 100: What holidays will the call center be closed?

Answer 100: New Year's Day, Martin Luther King Day, Good Friday, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and day after, and Christmas Day.

Question 101: Are any of the calls handled and resolved in the IVR or are all the calls being handled by live agents?

Answer 101: At this time, all calls are handled by live agents.

Question 102: How does HHA measure excellent customer service?

Answer 102: At this time, we do not have a way to measure this.

Question 103: Do you have CSAT tool you are currently using?

Answer 103: No.

Question 104: Are offerors required to propose a CSAT solution?

Answer 104: This is not required, but they can.

Question 105: Can you explain what level of effort offerors should quote for these types of activities per year?

Answer 105: Please clarify your question, we are unsure which activities you are referencing.

Question 106: Is Elite your CRM system?

Answer 106: No.

Question 107: Are offerors required to have CTI?

Answer 107: No.

Question 108: Can you define the "Administration Component"?

Answer 108: This is in reference to the team on HHA's side that will manage the contract with the selected vendor.

Question 109: How often do HHA programs and properties change?

Answer 109: They typically do not change.

Question 110: How do these changes impact the Average Handle Time of calls?

Answer 110: No known impact.

Question 111: Is HHA interested in considering new customer services processes that will help digitally transform their engagement processes such as AI, Data Analytics, Speech Sentiments etc. that will improve efficiencies, improve resident experiences and lower costs?

Answer 111: No.

Question 112: How are you evaluating offerors on Cost Control? Can you please provide more detail?

Answer 112: See section 7.0.

Question 113: Whether companies from Outside USA can apply for this (i.e. India or Canada)?

Answer 113: Any company can apply regardless of corporate location, but the call center must be based in the United States.

Question 114: Will we need to come over there for meetings?

Answer 114: No.

Question 115: Can we perform the tasks (related to RFP) outside USA (like, from India or Canada)?

Answer 115: No.

Question 116: Can we submit the proposals via email?

Answer 116: No.

Question 117: Is there an incumbent contractor performing the work?

Answer 117: No.

Question 118: If yes, who is the contractor?

Answer 118: Not applicable.

Question 119: If yes, what is the contract number?

Answer 119: Not applicable.

Question 120: If yes, what does the incumbent charge for these services?

Answer 120: Not applicable.

Question 121: How many customer service agents currently support this program today?

Answer 121: 4

Question 122: Will you allow remote, virtual at home agents if security protocols are met?

Answer 122: Yes**.**

Question 123: What is the total call volume by month for 2021 and 2022?

Answer 123: Please see below:

Month	Calls
Jan-21	21132
Feb-21	16912
Mar-21	24797
Apr-21	24665
May-21	40833
Jun-21	28874
Jul-21	32573
Aug-21	36838
Sep-21	34356
Oct-21	33008
Nov-21	27355
Dec-21	55106
Jan-22	31704
Feb-22	26947
Mar-22	55010
Apr-22	26974
May-22	21485
Jun-22	23751
Jul-22	20789
Total	583109

Question 124: We would like to understand the call arrival pattern. Can you provide a week of historical call volume data by the half hour interval?

Answer 124: No.

Question 125: Can you provide historical call volume data by month?

Answer 125: Please see the spreadsheet on question 123.

Question 126: How will our agents connect to your systems and telecom network?

Answer 126: To be determined.

Question 127: Could we utilize VPN to access your systems?

Answer 127: To be determined.

Question 128: How long is the initial classroom training (# of days)?

Answer 128: That would depend on the vendor.

Question 129: Is there live call training as part of the current onboarding process? How many days of live call training occurs during onboarding?

Answer 129: That would depend on the vendor.

Question 130: Are support personnel billable? i.e., leads, supervisors project management, quality assurance, workforce management resources

Answer 130: Yes.

Question 131: Can you provide a breakdown of percent of calls by language?

Answer 131: Please see question 82.

Question 132: The RFP describes, 'daily business hours of 8:00 am – 6:00 pm.' Can you confirm these hours are Monday – Friday?

Answer 132: Monday – Friday.

Question 133: If we are certified as a WBE, do we still need to subcontract 15% of the contract to another WBE?

Answer 133: No.

Question 134: Is it possible for the HHA to amend the proposal delivery method from hardcopy to email?

Answer 134: No.

Question 135: Does the HHA have an incumbent on this? If yes, please disclose the incumbents' names, and if possible, please provide the incumbent proposals.

Answer 135: No.

Question 136: To offer you competitive pricing, please share the incumbents' cost proposals.

Answer 136: Not applicable.

Question 137: What is the estimated budget for this contract? If unknown, please provide the previous spending.

Answer 137: We do not provide budget estimates during the solicitation process.

Question 138: What is the current average wait time for phone calls?

Answer 138: 5 hours

Question 139: What are the other modes of communication?

Answer 139: Clients can come in person to the HHA offices.

Question 140: Please specify existing tools that HHA uses for Call center services.

Answer 140: Onsite call center utilizing Serenova.

Question 141: Does the HHA set a subcontracting goal of 30% (15% for MBE and 15% for WBE)? If yes, is it acceptable if a vendor takes 1 subcontractor to meet the overall goal of 30%?

Answer 141: See Attachment C of the solicitation. A single sub-contractor can be utilized to meet both goals.

Question 142: Is it mandatory for the vendor to utilize Section 3 participants?

Answer 142: Yes.

Question 143: Do the vendors need to provide HHA Section 3 Compliance Report form with the proposal?

Answer 143: You must select a Section 3 Commitment option, but you do not submit the Section 3 Compliance Report. A Section 3 coordinator can work with you to identify possible candidates for the winning proposer to utilize and you would submit that report to them to show compliance with Section 3 requirements.

Question 144: Does the HHA have any plan to extend the due date?

Answer 144: See Answer #34.

Question 145: Does the HHA require call center services locally in Texas or vendor can provide support remotely?

Answer 145: Call center is only required to be located in the United States, geographic location within the United States is up to the proposer, but all hours of operation should be based on U.S. Central Standard Time.

All other terms and conditions in the solicitation shall remain the same.

Austin Crotts 8-25-22

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

CONTRACT NO. 22-35

FOR

CALL CENTER STAFFING AND MANAGEMENT

BETWEEN

_____

AND

THE HOUSTON HOUSING AUTHORITY

This contract (the "Contract"[1]) is entered into by and between the HOUSTON HOUSING AUTHORITY (the "HHA"),[2] having its principal place of business at 2640 Fountain View, Houston, Texas 77057, and _____ (the "Contractor"), having its principal place of business at _____ . Hereinafter, all references to the "Parties" shall mean the HHA and the Contractor.

WITNESSETH:

WHEREAS, the HHA is a public body corporate, duly organized and validly existing and in good standing under the laws of the State of Texas and currently engaged in business defined in the Local Government Code of the State of Texas, including the provision of decent, safe, and sanitary housing to the residents of its facilities, low-income families, the elderly, and the disabled;

WHEREAS, the HHA, or its affiliates or subsidiaries, owns certain multifamily housing developments ("Properties") and has an administrative office;

WHEREAS the HHA requires a contract for Call Center Staffing and Management services.

WHEREAS the HHA, on or about August 5, 2022, issued Request for Proposal No. 22-35 ("RFP 22-35"), including any amendments or addenda thereto, soliciting responses from qualified firms to contract for call center staffing and management services.

WHEREAS the HHA reviewed the responses it received to RFP 22-35, and determined that the response submitted by the Contractor was the most advantageous to the HHA; and

[1] The Contract may also be referred to interchangeably as the "Agreement."

[2] In addition to being referred to as the "HHA," the Houston Housing Authority may alternatively be referred to as the "Authority," the "Agency," the "PHA," the "Housing Authority," the "Local Authority," the "LHA," or the "HA."

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NOW THEREFORE, in consideration of the promises of the Parties herein, and pursuant to the mutual covenants and terms and conditions set forth in this Contract, the HHA and the Contractor agree to be legally bound as follows:

1. The Contract Documents.

1.1 In addition to the foregoing document, this Contract shall include: (a) § I of Form 5370-C, as promulgated by the Department of Housing and Urban Development ("HUD"), and commonly known as "General Conditions for Non-Construction Contracts" ("Form 5370-C"); (b) RFP 22-35, including all exhibits, addenda, or amendments thereto; (c) Contractor's Response to RFP 22-35, including all exhibits, addenda, or amendments thereto. Form 5370-C is attached hereto and incorporated by reference as if set forth fully herein. The parties agree to be bound by the terms of Form 5370-C and the contract documents as outlined herein.

1.2 Form 5370-C, RFP 22-35, and Contractor's Response to RFP 22-35 are attached hereto as, respectively, Exhibit 1, Exhibit 2 and Exhibit 3 and are incorporated by reference as if set forth fully herein.

1.3 In the event of a conflict between or among the contract documents, the following order of priority shall apply: (a) Form 5370-C; (b) the foregoing document; (c) RFP 22-35, and (d) Contactor's Response to RFP 22-35. The Section 3 Form and the M/WBE Form shall receive the lowest priority in the event of a conflict between or among the contract documents.

1.4 A Contract document's silence on a provision, issue, or term and condition found in another Contract document shall not be considered a conflict between or among the Contract documents.

2. Contractor's Services.

2.1 The work/services[3] to be performed by the Contractor pursuant to this Contract shall include _____

2.2 The contractor shall be required to provide all the necessary personnel, supervision, transportation, equipment, insurance, tools, supplies, materials, and any other item(s) or resource(s) needed to perform the services that are the subject of this agreement.

2.3 Absent the HHA's written consent or written instruction, the Work under this Contract shall be performed by Contractor.

2.4 The HHA may designate a Project Manager during the period of performance.

[3] Hereinafter referred to interchangeably as "Work" or "Services".

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2.5 Contractor agrees to conduct all activities and perform all Work under this Agreement in accordance with all applicable federal, state and local laws, rules, regulations, policies, procedures and issuances in effect or promulgated during the term of this Agreement.

3. Consideration and Payment.

3.1 In consideration of the work to be performed by the Contractor in accordance with the requirements and Scope of Work previously referenced herein, the HHA shall pay the Contractor an amount not to exceed _____ ($_____), during the Contract term.

3.2 Contractor shall receive payment after invoices have been submitted and work has been approved by HHA's Project Manager. Payment terms are net 30 days. Should Contractor receive payment by wire or electronic means, Contractor must provide HHA written confirmation and instructions signed by Contractor's duly authorized official before any type of electronic or wire payment will be made by HHA. Any changes to wire or electronic payment information must be submitted to HHA in writing and signed by Contractor's duly authorized official.

3.3 The Contractor will ensure that its work and services are provided in a cost-efficient manner.

3.4 By the twentieth day of a given month, the Contractor, with respect to the work and services provided under this Contract in the preceding month, shall provide the HHA with an invoice that includes: (a) an itemized list of the work and services performed, (b) who performed the work and services, (c) the Properties and amount at which the work and services was billed; (d) the amount of time spent on the work and services, measured in one-tenth of an hour increments, (3) costs incurred for reimbursable expenses, if any such expenses are reimbursable under this Contract. Invoices comporting with this section that are approved by the HHA shall be due and payable by the HHA no later than thirty days after receipt. Invoices may be sent by the Contractor to the HHA via the United States Postal Service or via email. If sent via email, an invoice shall be considered to be received by the HHA on the day the email was sent by the Contractor.

3.5 If the HHA does not approve of an invoice, or a part thereof, the HHA will, within seven business days after receipt of the invoice, provide the Contractor with written notice of adjustments that the HHA believes are warranted. If, within seven business days of receiving such notice from the HHA the Contractor does not present the HHA with additional detail or documentation to adequately support the disputed invoice (or portion thereof), then any adjustments made by the HHA to the invoice in question shall become binding upon the Contractor and the Contractor will waive any and all of its rights to dispute the adjusted invoice. If the Contractor responds timely within the seven business day timeframe allotted herein, and provides sufficient detail to

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adequately support the disputed invoice, (or disputed portion thereof), then the HHA shall consider the Contractor's timely response and will not unreasonably withhold payment of the disputed amount, provided that the additional detail or documentation submitted by the Contractor sufficiently and adequately supports the disputed invoice (or disputed portion thereof).

3.6 The HHA shall pay only the Contractor under this Contract. The HHA shall have no liability, directly or indirectly, for payment to the Contractor's employees, workers, agents, contractors, or subcontractors, if any. The Contractor agrees to indemnity, hold harmless, and defend the HHA and its employees, agents, affiliates, subsidiaries, representatives, and board members from any and all such claims.

3.7 **The Contractor is solely responsible for the payment of wages and any applicable benefits to workers for work performed under this contract. The Contractor shall be responsible for withholding federal and state income taxes, paying Federal Social Security taxes, maintaining unemployment insurance and maintaining workers' compensation insurance, in an amount and under such terms as required by the applicable laws of the State of Texas. THE HHA'S PAYMENT IS TO THE CONTRACTOR. HHA SHALL HAVE NO LIABILITY, DIRECTLY OR INDIRECTLY, FOR PAYMENT TO THE CONTRACTOR'S WORKERS OR TO SUBCONTRACTORS. THE CONTRACTOR SHALL INDEMNIFY AND HOLD THE HHA, ITS EMPLOYEES, REPRESENTATIVES, AND AFFILIATES HARMLESS FROM ANY AND ALL SUCH CLAIMS.**

3.8 **The HHA is not responsible to the Contractor or the Contractor's workers for payment of any overtime compensation or any additional payments pursuant to the Fair Labor Standards Act; the Texas Pay Day Act; the Equal Pay Act; Title VII of the Civil Rights Act of 1964, 42 U.S.C 2000e, *et al.*, as amended; or any provisions of the Texas Labor Code Ann., as amended. The HHA will not be responsible for overtime wages.**

4. Term/Period of Performance, Effective Date, and Termination.

4.1 This Contract shall have an initial term of _____ (_____) _____ from the effective date. At its sole discretion, the HHA may elect to extend the period of performance for up to an additional _____ (_____) _____, in _____ (_____) year increments.

4.2 All work performed by the Contractor under the Contract shall be performed between the hours of _____ a.m. and _____ p.m., Monday through Friday. HHA reserves the right to change hours as necessary.

4.3 This Contract shall be signed by the HHA and the Contractor. The Contractor shall sign the Contract first, and after signing, shall deliver the original signed contract, along with any and all required payment bonds, performance bonds, and required proof of

insurance, to the HHA for signature by the HHA. This Contract shall not become effective until it is executed by the HHA. The Contract's effective date shall be the date of execution by the HHA.

4.4 Execution of the Contract by the Contractor is a representation that the Contractor has visited the work site, become generally familiar with local conditions under which the Contractor is to perform its work, and correlated personal observations with the requirements set forth in the Contract.

4.5 Passage of the Agreement expiration date shall not extinguish or prejudice HHA's right to enforce this Agreement with respect to default or defect in performance that has not been cured.

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

5. Confidentiality.

5.1 The Contractor acknowledges and agrees that all information which the Contractor shall receive from the HHA or its agents or affiliates in connection with this Contract shall be confidential and the Contractor shall not disclose such information to any party without the HHA's prior written consent or unless required to do so by law.

6. Contractor's Representations and Warranties.

6.1 The Contractor represents and warrants that it has all applicable licenses and registrations to engage in and perform the services contemplated by this Contract. Unless otherwise stated herein, all local, State, of Federal permits or registrations which may be required to provide the services to be provided by the Contractor shall be the sole responsibility of the Contractor and any costs submitted by the Contractor in its Response shall reflect all costs required by the Contractor to procure and provide such necessary permits and registrations.

6.2 The Contractor represents and warrants that the Contractor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree or have the potential of conflicting with the performance of its services under the Contract or the impartial rendering of assistance or advice to the HHA. The Contractor further represents, covenants, and warrants that in the performance of the Contract no person having any such interest shall be employed. In the event the Contractor becomes aware of such an interest after the execution of this Contract, the Contractor shall immediately disclose the interest to the HHA in writing. The Contractor agrees that in carrying out its duties and responsibilities under this Agreement, it will neither undertake, nor cause, nor permit to be undertaken, any

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activity which either (i) is illegal under any laws, decrees, rules, or regulations in effect in Texas or the United States; or (ii) would have the effect of causing the HHA to be in violation of any laws, decrees, rules, or regulations in effect in Texas or the United States.

6.3 Contractor agrees that in connection with this Agreement or any extension thereof, it will update the Conflict of Interest Questionnaire and any other relevant forms required by law, HUD or HHA, as needed. Contractor further agrees to notify the HHA immediately of any conflict of interest relating to the subject matter of this Agreement.

6.4 The Contractor represents and warrants that in performing its services under this Contract, it will comply with all applicable State of Texas laws and regulations pertaining to the provision of its services under this Contract and that the Contractor will perform its services in a good and workmanlike manner, with the same degree of skill, diligence, competency and knowledge which is ordinarily exhibited, possessed by and consistent with the professional standards that apply to the provision of such services in metropolitan areas of similar size to Houston, Texas and other professionals in good standing in the same or similar field as Contractor.

7. Insurance.

7.1 The Contractor shall maintain the following insurance for the duration of this Contract, unless otherwise noted:

a. Workers' compensation insurance in accordance with State of Texas rules and regulations for all employees providing work and services hereunder. The policy must be endorsed to contain a waiver of subrogation and a thirty (30) day notice of cancellation or non-renewal in favor of the HHA.

b. Commercial general liability insurance with a single limit for bodily injury of $1,000,000.00 per occurrence and property damage limit of no less than $1,000,000.00 per occurrence. The insurance may have a combined aggregate of coverage amounting to no less than $2,000,000.00. Such insurance shall cover the operations of the Contractor under this Contract and shall protect the Contractor and its officers, agents, and employees against claims of bodily injury or death, including specifically such claims resulting from any form of sexual misconduct and for property damage to others. Such insurance shall also include coverage for completed operations and contractual liability. If the Contractor has a "claims made policy," then the following additional requirements apply: (i) the policy must provide a "retroactive date" which must be on or before the date the Contractor executes this Contract; and (ii) the extended reporting period may not be less than five years following the completion date of this Contract. Regardless of whether the Contractor's policy is claims made or per occurrence, the HHA must be named as an additional insured and the policy must be endorsed to be

primary/noncontributory and to contain a waiver of subrogation in favor the HHA. The policy must also be endorsed with a thirty (30) day notice of cancellation or non-renewal in favor of the HHA.

c. Automobile liability insurance covering owned, non-owned, hired and all vehicles used by the Contractor or its officers, employees, or agents with a combined single limit of not less than $1,000,000.00 applicable to bodily injury, sickness or death and loss of, or damage to, property in any one occurrence. The HHA must be named as an additional insured under this policy and this policy must be endorsed to be primary and to contain a waiver of subrogation in favor the HHA. The policy must also be endorsed with a thirty (30) day notice of cancellation or non-renewal in favor of the HHA.

d. Umbrella/Excess Liability Insurance in the amount of $_____TBD_____ providing excess limits over Workers' Compensation, Automobile Insurance, Professional Liability and General Liability Insurance. The HHA must be named as an additional insured and this policy must be endorsed to be primary/noncontributory and contain a waiver of subrogation endorsement in favor of the HHA. The policy must also be endorsed with a thirty (30) day notice of cancellation or non-renewal in favor of the HHA.

e. Errors and omissions professional liability insurance in an amount no less than $2,000,000 and for a continuous period of at least three years following the completion of the Contractor's services under this Agreement. The policy shall provide for coverage for all work performed by the Contractor. The Contractor shall ensure that any subcontractors hired by the Contractor that perform work on the Contractor's behalf will maintain their own Errors and Omissions Professional Liability Insurance coverage in the amount of no less than $2,000,000 and the Contractor shall obtain evidence of such insurance in a manner satisfactory to the HHA and provide such evidence to the HHA upon the HHA's request. The policy must also be endorsed with a thirty (30) day notice of cancellation or non-renewal in favor of the HHA.

7.2 Before commencing its performance of any work or services under this Contract, the Contractor, at the request of the HHA, shall provide the HHA with copies of the applicable certificates of insurance, policies, declarations, and endorsements for the required coverages listed above so that the HHA may confirm: (a) that said coverages are valid and in effect; (b) that it is named as an additional insured under the Contractor's comprehensive general liability insurance policy ("CGL"), umbrella/excess liability insurance, errors and omissions/professional liability insurance and its automobile liability insurance policy; (c) that none of the required policies may be cancelled or non-renewed until at least thirty days prior written notice has been provided to the HHA; (d) that the Contractor's CGL policy, umbrella/excess liability and automobile policy are primary; and that (e) the Contractor's CGL policy, workers' compensation, umbrella/excess liability insurance and automobile policy contain waivers of subrogation

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in favor of the HHA. All certificates of insurance must reference this job/project and contract number.

7.3 All insurance shall be carried with companies that are financially responsible and admitted to do business in the State of Texas. The Contractor shall not permit the insurance policies required for this Contract to lapse during any period for which this Agreement is in effect.

7.4 The insurance requirements in this section are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by the Contractor under this Contract, including, but not limited to, liability assumed by the Contractor pursuant to section 8 of this Contract.

7.5 The Contractor shall be solely responsible for any premiums, deductibles, or self-insured retentions that may apply to the insurance coverages required in this Contract.

7.6 The Contractor shall require each of its subcontractors, if any, to provide the coverages noted in this section, unless such coverages are waived or reduced in writing by the HHA.

8. INDEMNITY AND HOLD HARMLESS.

8.1 THE CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD THE HHA AND ITS OFFICERS, AGENTS, SUBSIDIARIES, AFFILIATED ENTITIES, COMMISSIONERS AND EMPLOYEES (THE "INDEMNIFIED PERSONS") HARMLESS FROM ALL LIABILITY, LOSS OR DAMAGE, INCLUDING REASONABLE ATTORNEY FEES AND EXPENSES, RESULTING FROM, BROUGHT FOR, OR ON ACCOUNT OF 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, IN CONNECTION WITH, OR TO THE EXTENT CAUSED BY THE CONTRACTOR OR ANY SUBCONTRACTOR'S PERFORMANCE HEREUNDER. SUCH INDEMNITY SHALL BE WITHOUT REGARD TO THE NEGLIGENCE (WHETHER ACTIVE, PASSIVE, SOLE, CONCURRENT OR GROSS), STRICT LIABILITY OR OTHER FAULT OF ANY INDEMNIFIED PERSON. CONTRACTOR ACKNOWLEDGES AND AGREES THAT THIS INDEMNITY CONTROLS OVER ALL OTHER PROVISIONS IN THE AGREEMENT AND SURVIVES THE TERMINATION OF THIS AGREEMENT.

8.2 THE CONTRACTOR SHALL BE RESPONSIBLE FOR, AND SHALL RELEASE AND HOLD HARMLESS THE HHA FROM ANY LIABILITY FOR, ALL DAMAGE AND LOSS SUSTAINED BY IT TO ITS TOOLS AND EQUIPMENT UTILIZED IN THE PERFORMANCE OF SERVICES, OR THE

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PERFORMANCE OF ANY SUBCONTRACTORS' SERVICES, HEREUNDER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SATISFYING ALL DEDUCTIBLES UNDER ITS POLICIES WITHOUT REIMBURSEMENT FROM THE HHA AND THE DEDUCTIBLE PORTION OF ANY LOSS SHALL NOT BE EXCLUDED FROM THE CONTRACTOR'S INDEMNITY OBLIGATION.

8.3 NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, ANY LEGAL LIMITATIONS AFFECTING THE SCOPE OF PERMISSIBLE INDEMNITY SHALL BE READ INTO THESE CLAUSES SUCH THAT THE CLAUSE PROVIDES THE MAXIMUM INDEMNITY PURSUANT TO ITS TERMS WHILE STILL COMPLYING WITH THE LEGAL LIMITATIONS.

9. Notices.

9.1 All notices and communications regarding the Contract must be in writing and shall be directed to the following representatives:

HHA	CONTRACTOR
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
Tel: _____	Tel: _____
Fax: _____	Fax: _____
_____	_____

10. Compliance with Federal Laws and Regulations

10.1 To the extent applicable, the Contractor shall comply with any and all federal laws and regulations, including but not limited to, the following:

- The requirements of Title VII 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;

- The prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, the prohibition against discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act;

- All federal and state laws, rules and regulations related to energy efficiency and resource conservation;

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- The requirements of Executive Order 11246 relating to equal employment opportunity in connection with federally funded programs;

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

- The requirements of Executive Orders 11625, 12432 and 12138 to implement Minority Business Enterprise ("MBE") and Women's Business Enterprise ("WBE") participation goals in federal agencies' programs.

11. Compliance with M/WBE and Section 3 Policy.

11.1 When subcontracting, the Contractor agrees to utilize its good faith and best efforts to subcontract a sufficient dollar amount with M/WBE's certified as such or recognized by the HHA as certified M/WBE in an effort to meet the HHA's goal of a minimum of 30% of the final contract dollars being expended on one or more M/WBEs. All adjustments that cause the contract price to increase will also increase the total amount that the Contractor must expend on M/WBEs.

11.2 The Contractor hereby specifically agrees to adhere to the M/WBE Participation Plan as submitted by the Contractor and attached hereto as Exhibit 3.

11.3 The Contractor further agrees to adhere to the Section 3 Business Certification as submitted by the Contractor within its Response, attached hereto as Exhibit 4.

12. Records.

12.1 Without limitation to any other provision of the Contract, the Contractor shall maintain all records pertaining to the Contract, which the HHA reasonably requires for three (3) years from the expiration date of the Contract unless a longer period is required under Title 24, CFR §85.42. The Contractor shall maintain records required by 24 CFR §135.120 for the period that HUD requires the records to be maintained. The Contractor will give the HHA, HUD, the Comptroller General of the United States, the General Accounting Office, and any of their authorized representative's access to, and the right to examine, audit, copy, or reproduce all records pertaining to the project financed under the Contract and the operation of the program or project. The right to access shall continue as long as the records are required to be maintained.

13. Independent Contractor.

13.1 The Contractor is an independent contractor of the HHA and not an employee of the HHA. Nothing contained in the Contract will be deemed or construed to create a partnership between the Contractor and the HHA. The Contractor will have no authority to create any obligation or make representations or warranty binding on the

HHA. All personnel supplied or used by the Contractor in connection with this Contract will be deemed employees, agents, or subcontractors of the Contractor and will not be considered employees, agents, or subcontractors of the HHA for any purpose whatsoever. The Contractor is solely responsible for payment of wages and overtime to the Contractor's employees. By entering into this Contract the Contractor and the HHA are not entering into a joint employment relationship or an employment relationship of any kind.

13.2 The Contractor agrees to comply with all applicable federal and state laws pertaining to the proper classification of workers. Additionally, the Contractor is aware that in accordance with Section 214.008 of the Texas Labor Code, contractors and subcontractors who fail to properly classify individuals performing work under a governmental contract will be penalized $200.00 for each individual that has been misclassified.

14. Subcontracts.

14.1 The Contractor shall not subcontract any portion of its services under this Contract without first obtaining the written consent of the HHA.

15. Non-Appropriation.

15.1 The Contractor understands that the HHA is a governmental entity and this Agreement is contingent upon the receipt, availability and allocation of funding allocated to the HHA for the payment of such services or obligations. Should it not be funded for any period during the term of the Agreement, any sums due for the remainder of the term shall be forgiven and the HHA shall not be liable for payment. HHA may terminate this Agreement in writing at any time, or suspend services, if sufficient funds are not available to continue operations under this Agreement. Upon such written notice from the HHA, the Contract will automatically terminate.

16. Proprietary Information.

16.1 The Contractor shall maintain the confidentiality of all proprietary information provided to it by the HHA. Information in the public domain, or otherwise obtained independently by the Contractor, is not considered confidential.

16.2 Any programs, data, or other materials furnished by the HHA for use by the Contractor concerning the services performed under the Contract shall remain the sole property of the HHA.

17. Ownership of Work Product.

17.1 All drawings, designs, specifications, manuals, reports, studies, surveys, models, software, source code and source code documentation, documentation or system architecture and any other documents, materials, data and products ("Work Product")

prepared or assembled by the Contractor or its subcontractors pursuant to this Contract shall be the exclusive property of the HHA and copies of all Work Products shall be delivered to the HHA upon the completion or termination of the Contract. The Contractor hereby assigns to the HHA ownership of all right, title and interest in and to such Work Products, including ownership of any copyright, patent, trademark, trade secret, or other intellectual property or proprietary rights in the Work Product. Further, Contractor hereby grants to the HHA a perpetual, royalty-free, paid-in-full, nonexclusive and irrevocable license to copy, reproduce, perform, dispose of, or use, in whole or in part, the Work Product and to authorize others to do so. The Contractor also agrees to execute all papers necessary for the HHA to perfect its ownership of the rights in the Work Product.

18 Criminal Background Checks Required.

18.1 After execution of this Agreement and as soon as reasonably possible, the Contractor shall conduct criminal background checks on all employees and subcontractors before such employees or subcontractors are assigned to perform any work under this Agreement. The Contractor agrees that no employee or subcontractor currently suspended or debarred under 2 CFR § 180, et seq., or who has been convicted of a felony, shall be authorized to perform any work under the terms of this Agreement, without prior written approval from the HHA.

19. Special Requirements.

19.1 The Contractor agrees that if the United States Department of Housing and Urban Development ("HUD") requires a cost certification after substantial completion of the work performed under the Contract, then the Contractor will cooperate with the HHA and HUD and assist in providing such cost certification, provided that any payment to the Contractor hereunder shall not be conditioned upon any such cost certification, but shall be paid in accordance with the terms of the Contract.

20. Time.

20.1 Time is of the essence in the Contract and each and all of its provisions.

21. Tax Exempt Status.

21.1 The HHA is a unit of government and its functions are governmental functions. Its property is public property used for essential public and governmental purposes. By virtue of Section 392.005 of the Texas Local Government Code (the "Housing Authorities Law"), the HHA and its property are exempt from all taxes, including sales tax. A copy of the Tax Exemption Certificate will be provided to the Contractor, if required.

22. Cooperation with HHA.

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22.1 In the performance of this Contract, the Contractor agrees to cooperate with the HHA and its staff, including the HHA's Section 3 Coordinator.

23. Miscellaneous.

23.1 *Legal Construction/Severability*. HHA and Contractor agree, that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by the party of that or any other provision of this Agreement. Whenever context requires, the singular will include the plural (and vice-versa) and references to gender shall include the masculine and feminine. Article and section headings in this Contract are for reference only and are not intended to restrict or define the text of any section or article herein. This Contract shall not be construed more or less favorably by reason of the authorship or origin of its language; this Contract shall not be construed against the drafter in the event of an ambiguity (or otherwise).

23.2 *Limitation of Liability*. In no event shall the HHA be liable to the Contractor for any indirect, incidental, or exemplary damages.

23.3 *Own Investigation*. The Contractor represents and warrants that it entered this Contract based solely on its own investigation and due diligence and not on reliance on any statements, representations, or omissions of the HHA unless otherwise noted in this Contract. The Contractor represents and warrants that it is fully satisfied that it has received any information it requested from the HHA in order to determine whether to enter this Contract. The Contractor expressly disclaims any reliance on any representation, statement, or omission by the HHA with respect to this Contract, including the Contractor's decision to enter this Contract, unless otherwise noted herein.

23.4 *Venue and Choice of Law*. Venue for any legal action arising from or relating to this Contract shall exclusively lie in Harris County, Texas. The laws of the State of Texas shall govern and control any dispute that arises from or relates to this Agreement. In the event of any litigation arising from or related to this Agreement, or the services provided under this Agreement, each party will be responsible for its own costs incurred including staff time, court costs, attorney fees, and all other related expenses incurred in such litigation.

23.5 *Notice of Court Actions*. The Contractor agrees to give the HHA immediate notice in writing of any actions or suits filed and prompt notice of any claims made against the HHA or any of the parties involved in the implementation and administration of the Contract.

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23.6 *Integration*. This Contract, along with the attached Exhibits, contains the complete agreement of the Parties and cannot be varied except by the Parties' written agreement. The Parties agree that there are no oral agreements, representations, or warranties that are not expressly set forth in this Contract.

23.7 *Waiver of Default*. It is not a waiver of or consent to default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedy set forth in this Contract does not preclude pursuit of other remedies in this Contract or that are provided by law.

23.8 *Non-Waiver*. No covenant or condition of the Contract may be waived except by written consent of the waiving party. Forbearance or indulgence by one party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the other party to which the same may apply, and until complete performance of any covenant or condition, the aggrieved party shall be entitled to invoke any remedy available to it under the Contract or by law or in equity despite such forbearance or indulgence. Unless otherwise stated herein, this Contract cannot be modified or altered in any way without the express written consent of the parties hereto.

23.9 *Remedies Cumulative*. All rights and remedies of HHA and Contractor shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of HHA according to law.

23.10 *Legal and Regulatory Compliance*. All activities under this Agreement shall comply with all applicable local, state and federal laws, ordinances and regulations. This Agreement shall automatically be amended as necessary to comply with all applicable local, state and federal laws, ordinances and regulations, including incorporation of any provisions now or hereafter applicable to the subject matter hereof and/or required to be included by any federal, state or local governmental authority with relevant jurisdiction over the subject matter hereof. Any such change or incorporation of legal and regulatory requirements shall be deemed incorporated herein, irrespective of whether or not such provisions are expressly set forth in this Agreement or any written amendment hereto.

23.11 *Assignment*. The Contractor shall not assign, subcontract, or transfer any services, obligations, or interest in this Contract without the prior written consent of the HHA. Such consent shall not unreasonably be withheld when such assignment is for financing the Contractor's performance.

23.12 *Successors and Assigns*. This Contract shall be binding on and inure to the benefit of the parties to this Contract and their respective heirs, executors, administrators, legal representatives, successors, and assigns, if any.

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23.13 *No Third-Party Rights*. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of third party against either the HHA or the Contractor.

23.14 *Amendment.* This Agreement may only be amended by a written amendment signed by the authorized agents of both parties.

23.15 *Survival.* The terms, conditions, representations, and all warranties contained in this Agreement shall survive the termination or expiration of this Agreement.

23.16 *Publicity.* Contractor shall not use in its advertising, marketing or other promotion efforts; any data, pictures or other representation of HHA except on prior specific written authorization from the HHA President/CEO or designee.

23.17 *No Personal Inducements*. Contractor acknowledges and agrees that HHA requires all Contractors to adhere to basic principles in conducting business with HHA. These principles include no direct or indirect personal inducement of HHA employees or Commissioners, such as the giving of gifts, money, tickets, trips, loans, discounts or any other item or service in connection with this Agreement. Contractor further acknowledges and agrees that breach of these principles may be grounds for termination of this Agreement.

23.18 *Force Majeure.* Neither party hereto will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including, but not limited to acts of God, strikes, epidemics, pandemics, disease, war, acts of terrorism, riots, civil disorder or unrest, flood, fire, tsunami, volcano, sabotage, air space closure, ground stop(s), a U.S. Department of State Travel Warning or any other circumstances of like character ("force majeure occurrence").

23.19 *Other:* Contractor shall adhere to all federal, state and local laws and ordinances, as well as standards and recommendations outlined by the World Health Organization (WHO); Centers for Disease Control (CDC) and Occupational Safety and Health Administration (OSHA), and any other standards or procedures applicable to Contractor as it relates to the health, safety and welfare of tenants, residents, guests, HHA employees and others who may be involved in the execution of this Agreement.

23.20 *Authority*. Contractor represents and warrants that Contractor has the power and authority to enter into and perform this Agreement and that this Agreement, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms.

IN WITNESS THEREOF, this document may be executed in multiple counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each party warrants that the undersigned is a duly authorized representative with the power to execute this contract.

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*******SIGNATURES FOLLOW*******

IN WITNESS THEREOF,

HOUSTON HOUSING AUTHORITY **SERVICE PROVIDER**

By: _____ **By:** _____
David A. Northern, Sr., President & CEO
_____

Date: _____ **Date:** _____

Contract No. 22-35

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