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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 Kirkendoll, *Vice Chair*  
Dr. Max Miller, Jr. | Stephanie Ballard | Andrea Hillard Cooksey | Kris Thomas | Guillermo "Will" Hernandez

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## REQUEST FOR PROPOSAL ("RFP") 23-08

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

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

**Houston Housing Authority**  
**Attn: Austin Y. Crotts, MA**  
**Subject: RFP 23-08 Project-Based Vouchers - DO NOT OPEN**  
**2640 Fountain View Drive Houston, Texas 77057**

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

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

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

Interested parties who have questions about this solicitation, or who need additional information should send an e-mail (preferably) to [Purchasing@housingforhouston.com](mailto:Purchasing@housingforhouston.com) with "RFP 23-08" in the subject line **by the due date specified in Attachment J**. As an alternative, interested parties have the option of sending a fax to the same individual at **713-260-0810**. Any changes to the requirements specified will be communicated to all interested parties via an addendum.

*Austin Crotts* 1-27-2023  
Austin Y. Crotts, MA  
Procurement Manager,  
Houston Housing Authority



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

# **I. ORGANIZATION OVERVIEW**

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

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

**END OF SECTION I**

## II. SPECIAL TERMS AND CONDITIONS

### 2.0 OVERVIEW

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

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

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

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

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

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

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

2.4.2.1 HHA is no longer conducting a demonstration program that gave a preference to up to 100 applicants during the demonstration period. The intent was to preference 25 Transition Age Youth (TAY) Aging out of Foster Care annually, but unused slots would rollover each year.

2.4.2.2 When available, applicants must accept referrals from “HHA's” TAY pilot preference for participants and partnered with service provider(s) with whom HHA have executed a Memorandum of Understanding (MOU) outlining the provider's responsibilities for the provision of supportive services provided to participants.

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

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

2.4.3.2 HHA is willing to take innovative approaches to obtain units in developments in high opportunity areas including a "demonstration" of a few units or for a shorter-term trial period. Units in this category may receive rents in accordance to HHA's approved payment standards, subject to a determination that the rent meets required rent reasonableness standard analysis.

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

- 2.4.3.4 To score in the midrange for this criterion, proposals must be located in census tracts designated as revitalization areas by the City of Houston (applies to new construction or substantial rehab proposals only) and/or have poverty rates below 15%. Other developments that promote the preservation or expansion of affordable housing opportunities are eligible to score in the mid-range.
- 2.4.3.5 In evaluating this criterion, HHA will carefully review the information provided in each proposal concerning conformance with HUD's Site and Neighborhood standards.
- 2.5 "HHA's" PBV initiative is intended to support and expand PSH and other housing options for low-income families and to support or encourage the development of new housing units and/or the rehabilitation of existing housing in order to increase the supply of affordable accessible housing for this particular population.
- "HHA's" PBV initiative is also intended to support expansion of affordable housing into high opportunity areas and other areas designated for revitalization by the City of Houston. Finally, "HHA's" PBV initiative is intended to support the preservation or expansion of affordable housing opportunities citywide.
- 2.6 As a result of this solicitation, HHA will authorize PBV assistance for newly constructed, rehabilitated or existing housing units. In total, "HHA's" goal is to assist a minimum of 1,000 units of PSH housing through the PBV program. HHA intends to support additional units of PBV housing that are located in high opportunity areas and/or revitalization areas designated by the City of Houston. HHA will consider proposals for both PSH and non-PSH developments.
- 2.7 PBV proposals must include no more than one hundred fifty (150) units; however, in general, HHA will not approve PBV assistance for the greater of twenty-five (25) units or twenty-five (25) percent of the units in a project except as allowed under HUD PIH Notice 2017-21 or successor notices, or in limited circumstances where the PBV application demonstrates: 1) a project design that is sensitive and responsive to the unique needs of the PSH or VASH population as applicable; 2) a project that incorporates single-family housing and/or other low-density design; 3) a well-documented supportive services plan that incorporates comprehensive case management and related services provided on-site and at nearby accessible locations; 4) an operating budget with adequate resources identified and secured to address service, security and maintenance concerns; and 5) the active involvement of project sponsors and/or committed partners with a demonstrated track record of serving a similar target population at well-run residential locations of comparable or larger scale to that proposed for PBV or PBV VASH assistance.
- 2.8 HHA will not approve PBV-VASH proposals for more than twenty-five (25) percent of units per project.

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

### 3.0 **PROCUREMENT SCHEDULE**

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

### 4.0 **SUBMITTALS**

- 4.1 All responses must conform to the requirements specified herein.

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

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

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

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

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

4.3.1.1 **Attachment A:** Declaration

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

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

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

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

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

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

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

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

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

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

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

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

## 5.0 **PERIOD OF PERFORMANCE**

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

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

## 6.0 **EVALUATION CRITERIA**

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

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

## 7.0 **HUD RULES AND REGULATIONS**

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



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

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

## 8.0 **APPLICATION COMPLIANCE**

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

8.1.1 The property:

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

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

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

8.1.4 Proposed initial gross rents will not exceed Payment Standards authorized by the HHA in accordance with HUD approved Fair Market Rent (including any applicable allowance for tenant-paid utilities for the size of the unit).

**END OF SECTION II**

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

#### **9.0 AMENDMENTS**

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

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

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

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

- 11.1 The U. S. Department of Housing and Urban Development, the Inspector General of the United States, HHA, and any duly authorized representatives of each shall have access to and the right to examine any and all pertinent books, records, documents, invoices, papers, and the like of the Firm (s) office, that relates to any work that is performed as a result of this solicitation.

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

- 12.1 Interested parties are responsible for ensuring they have all documents referenced and incorporated in this solicitation and are familiar with the contents of those documents. Failure to do so shall be at the sole risk of the offeror and no relief shall be given for errors or omissions by the offeror.

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

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

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

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

14.2 The successful Contractor (s) will:

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

14.2.2 Meet the requirements of:

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

14.2.2.2 Executive Orders (EO's):

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

15.0 **INDEMNIFICATION AND HOLD HARMLESS**

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

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

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

## 16.0 **INFORMALITIES**

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

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

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

17.1 Refer to Attachment C.

## 18.0 **MISTAKES**

18.1 General

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

18.2 Mistakes Discovered Before Solicitations Are Opened

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

18.3 Review of Mistakes

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

18.4 Mistakes After Solicitations Are Opened

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

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

#### 19.0 **PERMITS**

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

#### 20.0 **PROJECT MANAGER**

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

#### 21.0 **QUESTIONS**

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

#### 22.0 **REMOVAL OF EMPLOYEES**

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

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

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

#### 23.0 **STANDARDS OF CONDUCT**

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

#### 24.0 **SUBCONTRACTING**

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

## 25.0 **ATTACHMENTS**

25.1 The following documents are considered part of this solicitation:

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

25.2 Interested parties are responsible for ensuring they have all documents referenced and incorporated in this solicitation, and are familiar with the contents of those documents. Failure to do so shall be at the sole risk of the offeror and no relief shall be given for errors or omissions by the offeror.

### **END OF SECTION III**



## **ATTACHMENT A**

### **DECLARATION**

The undersigned declares the following:

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

Persons Interested in this Response:

Name

Identity of Interest

1.

2.

3.

---

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

---

**MANUAL OR E-SIGNATURE**

---

**TITLE**

---

**E-MAIL ADDRESS**

---

**PHONE NUMBER / FAX NUMBER**

---

**CITY, STATE**

---

**SUBMITTAL DATE**

**ATTACHMENT B**

**NON-COLLUSIVE AFFIDAVIT**

STATE OF TEXAS

COUNTY OF HARRIS

\_\_\_\_\_, being first duly sworn, deposes and says that he is

\_\_\_\_\_  
(a partner or officer of the Firm of, etc.)

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

THE HOUSTON HOUSING AUTHORITY

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

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

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

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

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2022

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

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

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

## **ATTACHMENT C**

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

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

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

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

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

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

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

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

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

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

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

#### IV. HHA'S GOAL

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

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

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

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

1. State of Texas Website: <https://comptroller.texas.gov/purchasing/vendor/hub/>
2. Houston Housing Authority (HHA) Website: [Bidder Registration/Bidder's List - Houston Housing Authority \(housingforhouston.com\)](http://housingforhouston.com/Bidder-Registration/Bidder's-List)

Note: The following is the path to "HHA's" website:

- HousingforHouston.com
- Doing Business with HHA
- Bidder's Registration / Bidder's List

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

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

## **V. CONTRACTOR'S AGREEMENT TO COMPLETE REQUIRED FORMS AND TO COOPERATE WITH HHA REGARDING THE POLICY REQUIREMENTS AND HHA'S GOAL.**

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

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

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

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

## **VII. DEFINITIONS.**

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

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

## **VIII. ACKNOWLEDGEMENT.**

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

---

**Name of Firm**

---

**Complete Address**

---

**Name of Individual Completing this Form**

---

**Title**

---

**Direct Phone Number / Cell Phone Number**

---

**Direct Fax Number**

---

**E-Mail Address**

---

**Date**

---

**Manual or E-Signature**

## Bidder's Proposed M/WBE Participation Form

### Instructions

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

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

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

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

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

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

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

\_\_\_\_\_  
Date

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



**ATTACHMENT D**

**HOUSTON HOUSING AUTHORITY  
SECTION 3 BIDDER'S REQUIREMENTS & COMMITMENT**

<b>Company Name:</b>	
<b>Name of Contact Person for Section 3 Commitment:</b>	
<b>Title:</b>	<b>Contact Number:</b>
<b>Contact Person E-Mail:</b>	
<b>Solicitation Title: Project Based Vouchers</b>	<b>Solicitation #: RFP 22-46</b>

- 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 and contracting opportunities to low to very low-income individuals, within the City of Houston. These opportunities are created by contracts funded, directly or indirectly, by "HHA".
- II. **Benchmarks & Goals** – Success of Section 3 activities will be measured by the achievement of the following benchmarks, annually:
- 1) Data demonstrating at least 20% of the total number of labor hours worked by all workers (employed by an employer) were worked by Section 3 Workers that are defined as Low Income Individuals or Youth Build per <https://www.huduser.gov/portal/datasets/il.html>. , OR
  - 2) Data demonstrating at least 5% of the total number of labor hours worked by all workers (employed by an employer) were worked by Targeted Section 3 Workers (Public Housing residents, Section 8 participants & Youth Build).
- III. **Solicitation Requirements** - Interested parties responding to a HHA solicitation are required to include in their submission, this form (Section 3 Requirements & Commitment), which describes efforts that will be taken to engage Section 3 Participants.”
- IV. **Acceptable Section 3 Activities** – Viable Section 3 opportunities are:
1. Hire Section 3 Workers to fill a minimum of 20% of the labor hours needed to honor contractual duties with HHA. (Note: Section 3 Workers can be existing/new personnel who are deemed as low to very low-income individuals, in accordance to HUD’s guidelines).
  2. Provide paid on-the-job training (apprenticeship) for Section 3 Workers to enhance job skills in core duties/services related to a bidder’s contractual duties with HHA.
  3. Offer subcontracting opportunities preferably to Section 3 Business Concern or other disadvantaged businesses to fulfill contractual duties with the HHA
  4. Bidder self-certify they meet at least one criterion to be a Section 3 Business Concerns; when responding to a HHA solicitation:
    - a) At least 51% is owned and controlled by low- or very-low income person; OR
    - b) Business has at least 75% of its’ labor hours performed (over the most recent 3-month period) by Section 3 Workers; OR
    - c) At least 51% is owned and controlled by a Public Housing/Section 8 Participant.
- V. **Exemption from Section 3 Activities** - Bidders submitting solicitations for any of the following goods and/or services are exempt from fulfilling any Section 3 commitments:

- 1) Contracts for “material only” and do not require the hiring of new or expanded labor (office/janitorial supply contracts, etc).
- 2) Contracts for Section 8 Project-based Vouchers and Project-based Rental Assistance
- 3) Professional Service contracts requiring advanced degrees or professional licensing (engineers, architects, accountants, consultants, etc.)

VI. **Section 3 Commitment** - Bidders shall identify what efforts will be taken during contractual terms to comply with HHA’s Section 3 Requirements to the greatest extent feasible. All bidders are required to select at least one (1) of the following options:

OPTIONS	QUANTIFIABLE COMMITMENT
<input type="checkbox"/> <b><u>OPTION 1 - Exempt</u></b>	<p>Bidder is exempt due any one of the following options:</p> <ul style="list-style-type: none"> <li>○ Contracts for “material only” and do not require the hiring of new or expanded labor (office/janitorial supply contracts, etc).</li> <li>○ Contracts for Section 8 Project-based Vouchers and Project-based Rental Assistance</li> <li>○ Professional Service contracts requiring advanced degrees or professional licensing (engineers, architects, accountants, consultants, etc.)</li> </ul>
<input type="checkbox"/> <b><u>OPTION 2 - Jobs</u></b>	<p>Title: _____ # of Positions: _____</p> <p>Pay _____ Work Hours _____ Location _____</p> <p>Skills to be Acquired : _____</p> <p>Qualifications: _____</p>
<input type="checkbox"/> <b><u>OPTION 3 – Paid Training or Apprenticeship</u></b>	<p>Title: _____ # of Positions: _____</p> <p>Pay _____ Work Hours _____ Location _____</p> <p>Skills to be Acquired : _____</p> <p>Qualifications: _____</p>
<input type="checkbox"/> <b><u>OPTION 4 – Sub-Contracting with Section 3 Business Concerns</u></b>	<p>Company Name _____</p> <p>Contract Amount \$ _____ % of Contract: _____</p> <p>Summary of Duties: _____</p>
<input type="checkbox"/> <b><u>OPTION 5 -Existing Section 3 Business Concern</u></b>	<p>Bidder self-certifies they meet at least one of the following criteria to be recognized as a Section 3 Business Concern:</p> <ul style="list-style-type: none"> <li>○ At least 51% is owned and controlled by low- or very-low income person;</li> <li>○ Over 75% of the labor hours performed for the business (over a 3-month period) are performed by Section 3 Workers;</li> <li>○ At least 51% of the business is owned and controlled by current Public Housing resident or Section 8 Assisted participant.</li> </ul>

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

\_\_\_\_\_  
Printed Name of Authorized Individual

\_\_\_\_\_  
Date  
RFP 23-08  
Page 26 of 27

\_\_\_\_\_  
Manual/E-signature of Authorized Individual

**HOUSTON HOUSING AUTHORITY  
SECTION 3 COMPLIANCE REPORT**

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

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

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

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

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

**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.

**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)

# General Conditions for Non-Construction Contracts

## Section I – (With or without Maintenance Work)

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

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 11/30/2023)

Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

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

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$150,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 905.100) **greater than \$2,000 but not more than \$150,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$150,000 – use Sections I and II.**

### Section I - Clauses for All Non-Construction Contracts greater than \$150,000

#### 1. Definitions

The following definitions are applicable to this contract:

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

#### 2. Changes

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

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

#### 3. Termination for Convenience and Default

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

#### 4. Examination and Retention of Contractor's Records

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

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

## 5. Rights in Data (Ownership and Proprietary Interest)

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

## 6. Energy Efficiency

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

## 7. Disputes

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

## 8. Contract Termination; Debarment

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

## 9. Assignment of Contract

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

## 10. Certificate and Release

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

## 11. Organizational Conflicts of Interest

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

## 12. Inspection and Acceptance

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

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

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

### 13. Interest of Members of Congress

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

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

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

### 15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

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

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

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

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

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

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

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

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

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

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

(2) Professional and technical services.

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

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

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

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

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

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

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

(iii) Selling activities by independent sales representatives.

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

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

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

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

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

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

## 16. Equal Employment Opportunity

During the performance of this contract, the

Contractor/Seller agrees as follows:

(a) The [contractor/seller] will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. The

[contractor/seller] will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b) The [contractor/seller] will, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, disability, or national origin.

(c) The [contractor/seller] will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the [contractor/seller]'s legal duty to furnish information.

(d) The [contractor/seller] will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the [contractor/seller]'s commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The [contractor/seller] will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The [contractor/seller] will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The [contractor/seller] will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub[contractor/seller] or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such litigation to protect the interests of the United States.

## 17. Equal Opportunity for Workers with Disabilities

1. The [contractor/seller] will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The [contractor/seller] agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices, including the following:

- i. Recruitment, advertising, and job application procedures;
- ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- iii. Rates of pay or any other form of compensation and changes in compensation;
- iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- v. Leaves of absence, sick leave, or any other leave;
- vi. Fringe benefits available by virtue of employment, whether or not administered by the [contractor/seller];
- vii. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- viii. Activities sponsored by the [contractor/seller] including social or recreational programs; and
- ix. Any other term, condition, or privilege of employment.

2. The [contractor/seller] agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

3. In the event of the [contractor/seller] noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

4. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the [contractor/seller]'s obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities.

The [contractor/seller] must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Braille or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the [contractor/seller], a [contractor/seller] will satisfy its posting obligations by posting such notices in an electronic format, provided that the [contractor/seller] provides computers, or access to computers, that can access the electronic posting to such employees, or the [contractor/seller] has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the [contractor/seller] to notify job applicants of their rights if the [contractor/seller] utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

5. The [contractor/seller] will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the [contractor/seller] is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, individuals with physical or mental disabilities.

6. The [contractor/seller] will include the provisions of this clause in every subcontract or purchase order in excess of \$ 10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7. The [contractor/seller] must, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

## **18. Dissemination or Disclosure of Information**

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

## **19. Contractor's Status**

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

## **20. Other Contractors**

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

## **21. Liens**

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

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

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) 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
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

## **22. Procurement of Recovered Materials**

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of

recovered materials practicable consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract



# General Conditions for Non-Construction Contracts

## Section II – (With Maintenance Work)

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

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 11/30/2023)

Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

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

- 1) Non-construction contracts (*without* maintenance) greater than \$150,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 905.200) greater than \$2,000 but not more than \$150,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$150,000 – use Sections I and II.

### Section II – Labor Standard Provisions for all Maintenance Contracts greater than \$2,000

#### 1. Minimum Wages

- (a) All maintenance laborers and mechanics employed under this Contract in the operation of the project(s) shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination, including any additional classifications and wage rates approved by HUD under subparagraph 1(b), shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- (b) (i) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate only when the following criteria have been met:
  - (1) The work to be performed by the classification required is not performed by a classification in the wage determination;
  - (2) The classification is utilized in the area by the industry; and
  - (3) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) The wage rate determined pursuant to this paragraph shall be paid to all workers performing work

in the classification under this Contract from the first day on which work is performed in the classification.

#### 2. Withholding of funds

The Contracting Officer, upon his/her own action or upon request of HUD, shall withhold or cause to be withheld from the Contractor under this Contract or any other contract subject to HUD-determined wage rates, with the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor the full amount of wages required by this clause. In the event of failure to pay any laborer or mechanic employed under this Contract all or part of the wages required under this Contract, the Contracting Officer or HUD may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment or advance until such violations have ceased. The Public Housing Agency or HUD may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

#### 3. Records

- (a) The Contractor and each subcontractor shall make and maintain for three (3) years from the completion of the work records containing the following for each laborer and mechanic:
  - (i) Name, address and Social Security Number;
  - (ii) Correct work classification or classifications;
  - (iii) Hourly rate or rates of monetary wages paid;
  - (iv) Rate or rates of any fringe benefits provided;
  - (v) Number of daily and weekly hours worked;
  - (vi) Gross wages earned;
  - (vii) Any deductions made; and
  - (viii) Actual wages paid.
- (b) The Contractor and each subcontractor shall make the records required under paragraph 3(a) available for inspection, copying, or transcription by authorized representatives of HUD or the HA and shall permit such representatives to interview employees during working hours on the job. If the Contractor or any subcontractor fails to make the required records available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds.

#### 4. Apprentices and Trainees

- (a) Apprentices and trainees will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in:
  - (i) A bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration (ETA), Office of

- Apprenticeship Training, Employer and Labor Services (OATELS), or with a state apprenticeship agency recognized by OATELS, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice; A
- (ii) A trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or
  - (iii) A training/trainee program that has received prior approval by HUD.
- (b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.
  - (c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.
  - (d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.
  - (e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

## 5. Disputes concerning labor standards

- (a) Disputes arising out of the labor standards provisions contained in Section II of this form HUD-5370-C, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the HA, or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of the HA, or upon request of the Contractor or subcontractor(s).
  - (i) A Contractor and/or subcontractor or other interested party desiring reconsideration of findings of violation by the HA or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the HA or HUD. The request shall set

forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD). The HA or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.

- (b) Disputes arising out of the labor standards provisions of paragraph 6 shall not be subject to paragraph 5(a) of this form HUD-5370C. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this paragraph 5(b) include disputes between the Contractor (or any of its subcontractors) and the HA, HUD, the U.S. Department of Labor, or the employees or their representatives.

## 6. Contract Work Hours and Safety Standards Act

The provisions of this paragraph 6 are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" includes watchmen and guards.

- (a) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provisions set forth in paragraph 6(a), the Contractor and any

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subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to the District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in paragraph (a) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

- (c) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such Contract or any federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

## **7. Subcontracts**

The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this Section II and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the provisions contained in these clauses.

## **8. Non-Federal Prevailing Wage Rates**

Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under state law to be prevailing, with respect to any employee in any trade or position employed under the Contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.

# Instructions to Offerors Non-Construction

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



- 03291 -

## 1. Preparation of Offers

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

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

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

## 2. Submission of Offers

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

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

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

## 3. Amendments to Solicitations

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

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

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

## 4. Explanation to Prospective Offerors

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

## 5. Responsibility of Prospective Contractor

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

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

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

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

## 6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

## **7. Contract Award**

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

(b) The HA may

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

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

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

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

## **8. Service of Protest**

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

## **9. Offer Submission**

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

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

[Describe bid or proposal preparation instructions here:]

**Attachment J**

**Procurement Schedule**

<b>Event</b>	<b>Date</b>
Date Advertised	<b>January 31, 2023</b>
Deadline for the Submittal of Written Questions to <a href="mailto:Purchasing@housingforhouston.com">Purchasing@housingforhouston.com</a>	<b>4 P.M. Central Standard Time (“CST”) The 1<sup>st</sup> Tuesday of the Month*</b>
Deadline “HHA” will Post Answers to Written Questions on <a href="http://Housingforhouston.com">Housingforhouston.com</a>	<b>4 P.M. “CST” The 1<sup>st</sup> Thursday of the Month*</b>
Deadline for the receipt of Sealed Responses. The outside of the sealed envelope should be delivered and addressed to:  <b>Houston Housing Authority Attn: Austin Y. Crotts, MA Subject: RFP 23-08 Project-Based Vouchers DO NOT OPEN 2640 Fountain View Dr. Houston, Texas 77057</b>	<b>2 P.M. “CST” The 3<sup>rd</sup> Friday of the Month*</b>  <b>(Last submission date 1-19-2024)</b>
Contract Award Date	<b>Approximately 31<sup>+</sup> days after the above referenced submittal due date</b>

**\*If the posting or due date fall on a Holiday, that date will shift to the next business day, unless otherwise posted in an Amendment.**

## **Attachment K**

### **Evaluation Criteria**

<b>FACTOR</b>	<b>MAX POINTS</b>
A. Supportive Services Plan and Capacity (Evaluated only for PSH, VASH and Non-Elderly/Disabled projects with at least 25% of the units proposed for PBV assistance).	20
B. Financial Feasibility (Evaluated for all projects)	20
C. Previous Experience of Applicant in Development and Property Management of Projects of Similar Scale for Similar Target Population (Evaluated for all projects)	20
D. Project Design (Evaluated for all projects)	20
E. Development Serves the Homeless & Chronic Homeless (Evaluated for all projects)	20
F. High Opportunity, City-Designated Revitalization Area or Promotes Preservation or Expansion of Affordable Housing (Evaluated for all projects)	20
<b>Maximum Potential Points - PSH, VASH &amp; Non-elderly/disabled projects for which more than 25% of units are proposed for PBV assistance)</b>	120
<b>Maximum Potential Points - All other projects</b>	100
<b>Percent of Maximum Potential Points Required for PBV Award</b>	60%

<b>A. SUPPORTIVE SERVICES PLAN AND CAPACITY</b>	
<p>A high scoring Supportive Services Plan must <u>demonstrate</u> that the proposer:</p> <ul style="list-style-type: none"> <li>• Has planned and documented a high quality supportive services program that is results/outcome oriented and responsive to projected needs of the resident population including both adults and youth. It should include narrative and a matrix that lists the types of supportive services, the eligible target population for each type of service, the number of persons to be served for each type of service, where the service will be provided, who will provide each services, the amount budgeted for each service, and the projected outcomes of each service;</li> <li>• Has identified and secured the resources, partnerships and staffing needed to effectively execute the plan. This must include specific funding amounts by service type and provider including information on the duration of the funding. General or conditional support letters are not adequate; and,</li> <li>• Has assembled and obtained firm commitments from a team with documented track record(s) of effectively providing such services in residential locations to comparable populations. This must be demonstrated by providing reference projects of similar scale and scope.</li> </ul> <p>With respect to PSH and VASH programs, the Supportive Services Plan must include:</p> <ul style="list-style-type: none"> <li>• A comprehensive case management component with reasonable staff to case manager ratios identified; and,</li> <li>• A discussion of issues and proposed strategies to address the specific supportive service needs related to housing of chronically homeless households.</li> </ul>	
<b>MAXIMUM POINTS</b>	<b>20 points</b>

## **B. FINANCIAL FEASIBILITY**

For new construction or rehabilitated housing, 10 of 20 points will be assigned based on the extent to which the proposal demonstrates that:

- A comprehensive and realistic construction and permanent financing budget has been prepared; and,
- Construction and permanent funding is firmly committed including documentation from all funding sources.

HHA will assign points by reviewing the construction and permanent financing committed at the time of application – or deemed by HHA to be highly likely to be committed within a reasonable period of time after proposal submission - and specifics on the plan to secure remaining funding. HHA may defer final approval of a proposal pending receipt of financing commitments from the City of Houston or other funding sources from which the developer has requested funding.

All projects (whether new construction, rehab or existing) must provide a 10-15 year operating proforma with line item detail sufficient for a knowledgeable reviewer to evaluate the feasibility and completeness of the budget. For new construction and rehabilitation projects, the operating proforma will constitute 10 of the 20 points for this rating factor. For existing housing, the operating proforma will constitute 20 of 20 points for this rating factor. The operating proforma must include line item detail including, but not limited to:

- Estimated revenue by all sources; and,
- Estimated expenses for all categories including maintenance, utilities, capital reserves, security, resident supportive services, insurance, taxes, etc.
- Footnotes or other narrative must be presented where necessary to clarify assumptions about sources and uses. HHA will review budgets to assess whether realistic and appropriate assumptions have been made regarding the cost and level of on-site staffing, security and other costs.
- The amount of the compliance monitoring fee.

**MAXIMUM POINTS**

**20 points**



<b>C. PREVIOUS EXPERIENCE OF APPLICANT IN DEVELOPMENT AND PROPERTY MANAGEMENT</b>
---

For new construction and rehabilitation projects, a high scoring proposal must demonstrate that the applicant has either directly or through its team assembled all of the personnel, skills and other resources needed to complete the development project described in the proposal. This can be evidenced by reference projects of similar scale, budget and complexity.

For all proposals (new construction, rehab, existing), a high scoring proposal must demonstrate that the applicant has a track record of successfully leasing up and managing projects of similar scale, complexity and resident populations, and has developed a responsive and comprehensive management plan:

- Information on the portfolio currently managed by the property management team must be presented including number of units, population housed, and location. For PSH and VASH proposals, experience managing properties of comparable scale that house chronically homeless of other PSH populations must be identified.
- The management/maintenance plan presented in the proposal should not be a boilerplate example. A high scoring proposal will include a management plan that reflects the specific considerations of the site and the resident population including site/occupancy rules where applicable.
- Include a detailed management and maintenance staffing plan that provides sufficient information for HHA reviewers to determine the level of staffing that will be present on-site during business and non-business hours, the approach to off-hours emergencies and other relevant property management information.

<b>MAXIMUM POINTS</b>
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<b>20 points</b>
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<b>D. PROJECT DESIGN</b>
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A high scoring proposal will demonstrate that the project incorporates good design, especially utilizing “green,” environmentally sustainable building principles. Good design also incorporates site, unit and common area features and amenities that are responsive to the needs of the resident population. In evaluating this rating factor, HHA will consider information presented in the proposal including:

- The extent to which the project design incorporates “best practices” for the resident population. For example, projects that house chronically homeless must incorporate a range of design considerations related to safety, durability, the need to encourage socialization, the need for on-site services.
- The extent to which the project incorporates single family dwellings and/or lower density.
- LEED or other similar designations that provide evidence of environmentally sustainable design.
- Other energy efficiency features and improvements.
- Treatment of common areas and building grounds.
- Availability of other on-site amenities.

<b>MAXIMUM POINTS</b>
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<b>20 points</b>
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<b>E. DEVELOPMENT SERVES HOMELESS, CHRONIC HOMELESS, TAY PREFERENCE AND/OR FAMILIES WITH CHILDREN</b>
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Development serves Chronic Homeless or the project will serve the TAY preference: <b>20 points</b>
--

Development serves Homeless families or individuals: <b>10 points</b>
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Development serves families with children: <b>5 points</b>
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Does not serve Chronic Homeless, TAY preference, Homeless families or individuals, or families with children: <b>0 points</b>
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<b>MAXIMUM POINTS</b>
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<b>20 points</b>
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<b>F. HIGH OPPORTUNITY, CITY-DESIGNATED REVITALIZATION AREA, PRESERVATION OR EXPANSION OF AFFORDABLE HOUSING OPPORTUNITIES</b>
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<p>A high scoring proposal will be located in a high opportunity area that provides improved educational and economic opportunities for residents. A midpoint scoring proposal will be located in an area that has been designated for revitalization by the City of Houston (applies to new construction or substantial rehab only), a census tract with a poverty rate below 15% and/or promote the preservation or expansion of affordable housing opportunities. In evaluating this factor, HHA will consider information provided in the proposal including information presented relative to conformance with HUD's Site and Neighborhood Standards. While 20 points is the maximum points to be earned under this criterion, HHA shall have discretion to assign point scores that are higher or lower than those listed below based on Site and Neighborhood-related information presented in the proposal:</p>
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Development located in a census tract with a poverty rate below 15%, and is situated in the attendance zone of elementary, middle and high schools that have Met Standard ratings of 77 or greater on index 1 of the performance index related to student achievement: <b>20 points</b>
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Development located in a census tract that has been designated as a revitalization area by the City of Houston (new construction or substantial rehab only), that has a poverty rate below 15% and/or promotes preservation or expansion of affordable housing opportunities: <b>10 points</b>
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Developments that do not have the characteristics listed above: <b>0 points</b>
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<b>MAXIMUM POINTS</b>
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<b>20 points</b>
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**Attachment L**

**Fair Market Rents, Payment Standards and Income Limits for Houston, Texas PMSA**

The FY 2023 Houston-The Woodlands-Sugar Land, TX HUD Metro FMR Area FMRs for All Bedroom Sizes

Final FY 2023 FMRs By Unit Bedrooms					
Year	Efficiency	One-Bedroom	Two-Bedroom	Three-Bedroom	Four-Bedroom
FY 2023	\$1,033	\$1,095	\$1,307	\$1,722	\$2,226

*The FMRs for unit sizes larger than 4 BRs are calculated by adding 15% to the 4 BR FMR for each extra bedroom.*

**Allowance for Tenant-  
Furnished Utilities and Other  
Services**

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

OMB Approval N. 2577-0169

		<b>Effective Date</b>								
LOCALITY: HOUSTON, TX METROPOLITAN AREA		UNIT TYPE: DETACHED HOUSE								
		12/1/2022								
Utility or Service		Monthly Dollar Allowances								
		OBR	1BR	2BR	3BR	4BR	5BR	6BR	7BR	8BR
<b>Heating</b>	a. Natural Gas	\$19	\$22	\$24	\$26	\$27	\$30	\$32	\$35	\$37
	b. Bottle Gas									
	c. Electric	\$30	\$35	\$39	\$43	\$47	\$51	\$55	\$58	\$62
	d. Coal/Other									
<b>Cooking</b>	a. Natural Gas	\$4	\$4	\$6	\$7	\$10	\$11	\$12	\$14	\$15
	b. Bottle Gas									
	c. Electric	\$10	\$11	\$16	\$21	\$27	\$31	\$34	\$36	\$38
	d. Coal/Other									
<b>Other Electric - Lighting - Base</b>		\$53	\$63	\$87	\$112	\$136	\$161	\$174	\$186	\$197
<b>Air Conditioning</b>		\$25	\$30	\$67	\$104	\$141	\$178	\$193	\$206	\$219
<b>Water Heating</b>	a. Natural Gas	\$9	\$11	\$15	\$20	\$25	\$30	\$32	\$35	\$37
	b. Bottle Gas									
	c. Electric	\$27	\$31	\$40	\$49	\$57	\$66	\$72	\$76	\$81
	d. Coal/Other									
<b>Water</b>		\$24	\$27	\$41	\$66	\$80	\$89	\$98	\$107	\$110
<b>Sewer</b>		\$29	\$30	\$46	\$64	\$82	\$99	\$111	\$123	\$135
<b>Trash Collection</b>										
<b>Range/Microwave</b> (If tenant supplies)		\$11	\$11	\$11	\$11	\$11	\$11	\$11	\$11	\$11
<b>Refrigerator</b> (If tenant supplies)		\$12	\$12	\$12	\$12	\$12	\$12	\$12	\$12	\$12
<b>Other - Monthly Electric Fee</b>		\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$15
<b>Other - Monthly Gas Fee</b>		\$20	\$20	\$20	\$20	\$20	\$20	\$20	\$20	\$20
Actual Family Allowances To be used by the family to compute allowance. Complete Below for the actual unit rented.						Utility or Service		Per Month Cost		
Name of Family						Heating				-
						Cooking				-
						Other Electric				-
						Air Conditioning				-
						Water Heating				-
Address of Unit						Water				-
						Sewer				-
						Trash Collection				-
						Range/Microwave				-
						Refrigerator				-
Smaller of bedroom or voucher						Other (Elec Fee)				-
						Other (Gas Fee)				-
						<b>Total</b>				<b>\$0</b>

**Allowance for Tenant-  
Furnished Utilities and Other  
Services**

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

OMB Approval N. 2577-0169

										<b>Effective Date</b>	
LOCALITY: HOUSTON, TX METROPOLITAN AREA		UNIT TYPE: Row House/Townhouse & Semi-Detached/ Duplex (up to 4 units)								12/1/2022	
Utility or Service		Monthly Dollar Allowances									
		OBR	1BR	2BR	3BR	4BR	5BR	6BR	7BR	8BR	
<b>Heating</b>	a. Natural Gas	\$19	\$22	\$24	\$25	\$26	\$27	\$30	\$32	\$35	
	b. Bottle Gas										
	c. Electric	\$23	\$27	\$32	\$36	\$41	\$45	\$49	\$52	\$55	
	d. Coal/Other										
<b>Cooking</b>	a. Natural Gas	\$4	\$4	\$6	\$7	\$10	\$11	\$12	\$14	\$15	
	b. Bottle Gas										
	c. Electric	\$10	\$11	\$16	\$21	\$27	\$31	\$34	\$36	\$38	
	d. Coal/Other										
<b>Other Electric - Lighting - Base</b>		\$46	\$54	\$75	\$96	\$117	\$138	\$149	\$160	\$169	
<b>Air Conditioning</b>		\$32	\$38	\$65	\$92	\$119	\$146	\$158	\$169	\$179	
<b>Water Heating</b>	a. Natural Gas	\$9	\$11	\$15	\$20	\$25	\$30	\$32	\$35	\$37	
	b. Bottle Gas										
	c. Electric	\$27	\$31	\$40	\$49	\$57	\$66	\$72	\$76	\$81	
	d. Coal/Other										
<b>Water</b>		\$30	\$30	\$40	\$49	\$59	\$68	\$74	\$81	\$87	
<b>Sewer</b>		\$43	\$44	\$57	\$70	\$82	\$95	\$104	\$112	\$121	
<b>Trash Collection</b>											
<b>Range/Microwave</b> (If tenant supplies)		\$11	\$11	\$11	\$11	\$11	\$11	\$11	\$11	\$11	
<b>Refrigerator</b> (If tenant supplies)		\$12	\$12	\$12	\$12	\$12	\$12	\$12	\$12	\$12	
<b>Other - Monthly Electric Fee</b>		\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$15	
<b>Other - Monthly Gas Fee</b>		\$20	\$20	\$20	\$20	\$20	\$20	\$20	\$20	\$20	
Actual Family Allowances To be used by the family to compute allowance. Complete Below for the actual unit rented.						Utility or Service		Per Month Cost			
Name of Family						Heating				-	
						Cooking				-	
						Other Electric				-	
						Air Conditioning				-	
						Water Heating				-	
Address of Unit						Water				-	
						Sewer				-	
						Trash Collection				-	
						Range/Microwave				-	
						Refrigerator				-	
Smaller of bedroom or voucher						Other (Elec Fee)				-	
						Other (Gas Fee)				-	
						<b>Total</b>				<b>\$0</b>	

**Allowance for Tenant-  
Furnished Utilities and Other  
Services**

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

OMB Approval N. 2577-0169

										<b>Effective Date</b>		
LOCALITY: HOUSTON, TX METROPOLITAN AREA			UNIT TYPE: APARTMENTS (5 OR MORE UNITS PER BUILDING)							12/1/2022		
Utility or Service			Monthly Dollar Allowances									
			OBR	1BR	2BR	3BR	4BR	5BR	6BR	7BR	8BR	
<b>Heating</b>	a. Natural Gas		\$14	\$15	\$16	\$17	\$20	\$21	\$22	\$24	\$25	
	b. Bottle Gas											
	c. Electric		\$16	\$19	\$22	\$26	\$29	\$33	\$35	\$38	\$40	
	d. Coal/Other											
<b>Cooking</b>	a. Natural Gas		\$4	\$4	\$6	\$7	\$10	\$11	\$12	\$14	\$15	
	b. Bottle Gas											
	c. Electric		\$10	\$11	\$16	\$21	\$27	\$31	\$34	\$36	\$38	
	d. Coal/Other											
<b>Other Electric - Lighting - Base</b>				\$36	\$43	\$59	\$76	\$93	\$109	\$118	\$126	\$134
<b>Air Conditioning</b>				\$33	\$38	\$53	\$68	\$83	\$98	\$106	\$113	\$120
<b>Water Heating</b>	a. Natural Gas		\$7	\$9	\$12	\$16	\$20	\$24	\$26	\$27	\$29	
	b. Bottle Gas											
	c. Electric		\$21	\$25	\$32	\$39	\$46	\$53	\$57	\$61	\$65	
	d. Coal/Other											
<b>Water</b>				\$30	\$30	\$40	\$49	\$59	\$68	\$74	\$81	\$87
<b>Sewer</b>				\$43	\$44	\$57	\$70	\$82	\$95	\$104	\$112	\$121
<b>Trash Collection</b>												
<b>Range/Microwave</b> (If tenant supplies)				\$11	\$11	\$11	\$11	\$11	\$11	\$11	\$11	\$11
<b>Refrigerator</b> (If tenant supplies)				\$12	\$12	\$12	\$12	\$12	\$12	\$12	\$12	\$12
<b>Other - Monthly Electric Fee</b>				\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$15
<b>Other - Monthly Gas Fee</b>				\$20	\$20	\$20	\$20	\$20	\$20	\$20	\$20	\$20
Actual Family Allowances To be used by the family to compute allowance. Complete Below for the actual unit rented.								Utility or Service		Per Month Cost		
Name of Family								Heating		-		
								Cooking		-		
								Other Electric		-		
								Air Conditioning		-		
								Water Heating		-		
Address of Unit								Water		-		
								Sewer		-		
								Trash Collection		-		
								Range/Microwave		-		
								Refrigerator		-		
Smaller of bedroom or voucher								Other (Elec Fee)		-		
								Other (Gas Fee)		-		
								<b>Total</b>		<b>\$0</b>		

**Allowance for Tenant-  
Furnished Utilities and Other  
Services**

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

OMB Approval N. 2577-0169

		<b>Effective Date</b>								
LOCALITY: HOUSTON, TX METROPOLITAN AREA		UNIT TYPE: MOBILE HOME								
		12/1/2022								
Utility or Service		Monthly Dollar Allowances								
		OBR	1BR	2BR	3BR	4BR	5BR	6BR	7BR	8BR
<b>Heating</b>	a. Natural Gas		\$19	\$20	\$22	\$24	\$25	\$27	\$30	\$31
	b. Bottle Gas									
	c. Electric		\$39	\$39	\$40	\$41	\$42	\$45	\$48	\$51
	d. Coal/Other									
<b>Cooking</b>	a. Natural Gas		\$4	\$6	\$7	\$10	\$11	\$12	\$14	\$15
	b. Bottle Gas									
	c. Electric		\$11	\$16	\$21	\$27	\$31	\$34	\$36	\$38
	d. Coal/Other									
<b>Other Electric - Lighting - Base</b>			\$63	\$87	\$112	\$136	\$161	\$174	\$186	\$197
<b>Air Conditioning</b>			\$36	\$62	\$88	\$114	\$139	\$150	\$161	\$170
<b>Water Heating</b>	a. Natural Gas		\$11	\$15	\$20	\$25	\$30	\$32	\$35	\$37
	b. Bottle Gas									
	c. Electric		\$31	\$40	\$49	\$57	\$66	\$72	\$76	\$81
	d. Coal/Other									
<b>Water</b>			\$27	\$41	\$66	\$80	\$89	\$98	\$107	\$110
<b>Sewer</b>			\$30	\$46	\$64	\$82	\$99	\$111	\$112	\$121
<b>Trash Collection</b>										
<b>Range/Microwave</b> (If tenant supplies)			\$11	\$11	\$11	\$11	\$11	\$11	\$11	\$11
<b>Refrigerator</b> (If tenant supplies)			\$12	\$12	\$12	\$12	\$12	\$12	\$12	\$12
<b>Other - Monthly Electric Fee</b>			\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$15
<b>Other - Monthly Gas Fee</b>			\$20	\$20	\$20	\$20	\$20	\$20	\$20	\$20
Actual Family Allowances To be used by the family to compute allowance. Complete Below for the actual unit rented.						Utility or Service		Per Month Cost		
Name of Family						Heating				-
						Cooking				-
						Other Electric				-
						Air Conditioning				-
						Water Heating				-
Address of Unit						Water				-
						Sewer				-
						Trash Collection				-
						Range/Microwave				-
						Refrigerator				-
Smaller of bedroom or voucher						Other (Elec Fee)				-
						Other (Gas Fee)				-
						<b>Total</b>				<b>\$0</b>

## **Appendix A - Application for Project Based Voucher Assistance**

Houston Housing Authority (HHA) requires that a separate proposal be submitted for each project for which Project Based Voucher (PBV) assistance is requested. A completed Application for Project Based Voucher Assistance must be included in each proposal. Proposers must follow these instructions:

- Proposal submission instructions are provided in part “4.0 Submittals” of HHA’s solicitation. As noted therein, in addition to a CD ROM or Flash Drive, one (1) original and one (1) copy of the proposal must be submitted by the specified due date. The hard copy materials must include a table of contents and be organized into three ring binders that are divided by labeled tabs to clearly note the contents of each section.
- There are nineteen (19) numbered sections of the Application for PBV Assistance. Proposers must respond to all sections except:
  - ✓ Section 11 – Applies only to Existing and Substantial Rehabilitation Projects
  - ✓ Section 12 – Applies only to New Construction Projects
  - ✓ Section 18 – Applies only to New Construction and Substantial Rehabilitation Projects
- Use the fillable fields in the application form to provide information wherever possible. If additional information is required, include it in the proposal submission in a separate, labeled tab. For example, Section 5 of the application form requires submission of a Tenant Selection Plan and Lease. This information should be included in a tab labeled “Section 5 Tenant Selection Plan and Lease”.



## Houston Housing Authority - Application for Project Based Voucher Assistance

### 1. Owner Information

Date of Submission: \_\_\_\_\_

Owner Name: \_\_\_\_\_

Corporate Status (e.g. 501(c)3, Corporation, LP, LLC, Sole Proprietor, Other): \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

### 2. General Project Information

Proposed PBV Project Name: \_\_\_\_\_

Total Units Proposed for PBV Assistance: \_\_\_\_\_ # Currently Occupied: \_\_\_\_\_

Legal Name of Project Owner: \_\_\_\_\_

Proposed PBV Project Address: \_\_\_\_\_

Management Company/Agent for Proposed PBV Project: \_\_\_\_\_

Project Type (Existing, New Construction or Rehabilitation): \_\_\_\_\_

Number of Buildings in Project: \_\_\_\_\_ Total Acreage of Project Site: \_\_\_\_\_

Number of Units in Project that are Single Family Homes: \_\_\_\_\_

### 3. Summary of Project Units

Complete the bedroom distribution chart below for the overall project and for the requested PBV contract units.

	OBR	IBR	2BR	3BR	4BR	5BR	Total
All Units in Project							
Total Proposed PBV Contract Units							
# of Proposed PBV Units that are ADA handicapped accessible							
# of Proposed PBV Units that are equipped for sensory impaired							

#### **4. Resident Population**

Who is the intended target population for the proposed PBV units? Check All That Apply:

- ☐ Single Persons      ☐ Families with children      ☐ Elderly (over 62 years)      ☐ Disabled  
☐ "Qualifying" family or person requiring participation in a program of supportive services  
☐ Homeless      ☐ At risk of homelessness  
☐ Transition Age Youth Aging Out of Foster Care (TAY)  
☐ Other (please define) \_\_\_\_\_

#### **5. Tenant Selection Plan and Lease**

Attach a copy of the proposed tenant selection plan to occupy PBV units and the lease to be entered into between owner and tenant. Note that HHA will utilize its PBV wait list to refer applicants to project owners. HHA will determine eligibility and occupancy standards for the program, and then refer eligible applicants to the owner for screening. The lease must include the required PBV Tenancy Addendum, the provisions of which shall take precedence over any other lease terms. The tenant selection plan must include a statement that applicants for the PBV units will be selected in accordance with all applicable HUD requirements and regulations. If participation in a supportive services program is required, incorporate detailed information on the requirements and how the program will be monitored. At a minimum, the plan must address the following:

- Screening policies and criteria to be used. If credit checks are used, describe acceptability criteria. Screening for credit and other factors must be consistent with the screening criteria used for non-assisted tenants
- Security deposit policies
- Procedures for accepting applications and selecting from the waiting list
- Unit transfer policies
- Compliance with Section 504 of the Rehabilitation Act of 1973, Fair Housing Act and relevant civil rights laws & statutes

#### **6. Requested Contract Term**

The initial HAP contract term can be for a maximum term of 15 years. Indicate the length of initial HAP contract term requested by owner: \_\_\_\_\_

#### **7. Other Project Based Assistance**

Are the proposed PBV units assisted through the Low Income Housing Tax Credit program? ☐ Yes  
☐ No

Do any units within the proposed PBV project have another form of rental or other government assistance\*?

☐ Yes      ☐ No

*\*Refer to 24 CFR 983.54 for further information.*

If Yes, describe type of assistance and units that are impacted. \_\_\_\_\_

#### **8. Affordability Restrictions**

Is there a housing affordability restriction in the deed or other document? ☐ Yes      ☐ No

If Yes, describe the housing program requiring the restriction and the date of expiration. \_\_\_\_\_

If Yes, describe type of assistance and units that are impacted. \_\_\_\_\_

## 9. Amenities

### Unit Amenities

Check off any amenities that will be provided.  
Add others below if not included on this list.

- ☐ Features adapted/adaptable for persons with disabilities
- ☐ Air conditioning
- ☐ Off street parking
- ☐ Laundry facilities
- ☐ Porches, decks, personal backyard
- ☐ Children's play areas
- ☐ Recreational facilities
- ☐ Common area function room(s)
- ☐ Other \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

### Community Amenities

Distance To:	Less than .5 Mile	Approx. 1 Mile	More Than 1 Mile
Shopping, groceries, pharmacy, other everyday type of needs			
Employment Opportunities (i.e. organizations with 25 or more employees)			
Public Transportation			
Medical facilities			
Public Schools			
Parks, civic facilities			

## 10. Deconcentration of Poverty, Expanding Housing and Economic Opportunities and City-Designated Revitalization Area

Census Tract of Proposed PBV Project: \_\_\_\_\_ Poverty Rate\*: \_\_\_\_\_

\*Census tracts and poverty rates can be found by entering complete address and zip code at the following website: <http://factfinder2.census.gov/faces/nav/jsf/pages/index.xhtml>

Elementary School Zone: \_\_\_\_\_ Met Standard Rating for Index 1 Student Achievement: \_\_\_\_\_  
Middle School Zone: \_\_\_\_\_ Met Standard Rating for Index 1 Student Achievement: \_\_\_\_\_  
High School School Zone: \_\_\_\_\_ Met Standard Rating for Index 1 Student Achievement: \_\_\_\_\_

Is the proposed project located in a census tract designated by the City of Houston as a revitalization area? \_\_\_\_\_

*Applicants for PBV assistance must demonstrate that the proposed PBV project is consistent with HUD's statutory goal of "deconcentrating poverty and expanding housing and economic opportunities", regardless of the project's poverty rate as defined by the most recent census data. Provide a detailed, separate response to each of the criteria listed below. If necessary, attach additional documentation. Note that HHA will utilize responses to this section to assign scores for the "High Opportunity and City-Designated Revitalization Area" evaluation criteria.*

**HUD Designated Zone** - Whether the census tract in which the proposed project will be located is in a HUD-designated Enterprise Zone, Economic Community, or Renewal Community.

\_\_\_\_\_

**Public Housing Demolition** - Whether a PBV development will be located in a census tract where the concentration of assisted units will be or has decreased as a result of public housing demolition.

\_\_\_\_\_

**Significant Revitalization** - Whether the census tract in which the proposed PBV development will be located is undergoing significant revitalization.

\_\_\_\_\_

**Public Investment** - Whether state, local, or federal dollars have been invested in the area that has assisted in the achievement of the statutory requirement.

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**New Market Rate Units** - Whether new market-rate units are being developed in the same census tract where the proposed PBV development will be located and the likelihood that such market-rate units will positively impact the poverty rate in the area.

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**Decline in Poverty Rate** - If the poverty rate in the area where the proposed PBV development will be located is greater than 20 percent, the PHA should consider whether in the past five years there has been an overall decline in the poverty rate.

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**Education and Economic Opportunities** - Whether there are meaningful opportunities for educational and economic advancements in the census tract where the proposed PBV development will be located.

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#### **11. Site and Neighborhood Standards: Existing and Rehabilitated Housing Projects**

*Only proposals for PBV assistance in Existing or Rehabilitated projects must complete this section. Applicants must provide a brief narrative indicating how the proposed project conforms to the required site and neighborhood standards for these housing types. For each of the four criteria listed below, provide a detailed narrative. Attach any additional materials as needed. Note that HHA will utilize responses to this section to assign scores for the “High Opportunity and City-Designated Revitalization Area” evaluation criteria.*

(1) The site must be adequate in size, exposure and contour to accommodate the number and type of units proposed, and is there adequate utilities and available streets to service the site.

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(2) The site must promote greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low-income persons.

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(3) The site must be accessible to social, recreational, educational, commercial and health facilities and services and other municipal facilities and services that are at least equivalent to those typically found in neighborhoods consisting largely of unassisted, standard housing of similar market rents; and,

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(4) The site must be located such that travel time and cost via public transportation or private automobile from the neighborhood to places of employment providing a range of jobs for lower income workers is not excessive.

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## **12. Site and Neighborhood Standards: New Construction Projects**

*Only proposals for PBV assistance in New Construction projects must complete this section. Applicants must provide a brief narrative indicating how the proposed project conforms to the required site and neighborhood standards for these housing types. For each of the seven criteria listed below, provide a detailed narrative. Attach any additional materials as needed. Note that HHA will utilize responses to this section to assign scores for the “High Opportunity and City-Designated Revitalization Area” evaluation criteria.*

(1) The site must be adequate in size, exposure, and contour to accommodate the number and type of units proposed, and adequate utilities (water, sewer, gas, and electricity) and streets must be available to service the site;

\_\_\_\_\_

(2) The site must not be located in an area of minority concentration, except as permitted under paragraph (3) below, and must not be located in a racially mixed area if the project will cause a significant increase in the proportion of minority to non-minority residents in the area. \_\_\_\_\_

(3) A project may be located in an area of minority concentration only if:

(i) Sufficient, comparable opportunities exist for housing for minority families in the income range to be served by the proposed project outside areas of minority concentration; or

(ii) The project is necessary to meet overriding housing needs that cannot be met in that housing market area.

(iii) As used in paragraph 3)(i) above, “sufficient” does not require that there be an equal number of assisted units within and outside of areas of minority concentration. Rather, application of this standard should produce a reasonable distribution of assisted units each year that, over a period of several years, will approach an appropriate balance of housing choices within and outside areas of minority concentration. An appropriate balance must be determined in light of local conditions affecting the range of housing choices available for low-income minority families and in relation to the racial mix of the City’s population.

(iv) Units may be considered “comparable opportunities,” as used in paragraph 3)(i) above, if they have the same household type (elderly, disabled, family, large family) and tenure type (owner/renter); require approximately the same tenant contribution towards rent; serve the same income group; are located in the same housing market; and are in standard condition.

(v) Application of this sufficient, comparable opportunities standard involves assessing the overall impact of HUD-assisted housing on the availability of housing choices for low-income minority families in and outside areas of minority concentration, and must take into account the extent to which the following factors are present, along with other factors relevant to housing choice:

(A) A significant number of assisted housing units are available outside areas of minority concentration.

(B) There is significant integration of assisted housing projects constructed or rehabilitated in the past 10 years, relative to the racial mix of the eligible population.

(C) There are racially integrated neighborhoods in the locality.

(D) Programs are operated by the locality to assist minority families that wish to find housing outside areas of minority concentration.

(E) Minority families have benefited from local activities ( *e.g.* , acquisition and write-down of sites, tax relief programs for homeowners, acquisitions of units for use as assisted housing units) undertaken to expand choice for minority families outside of areas of minority concentration.

(F) A significant proportion of minority households has been successful in finding units in non-minority areas under the tenant-based assistance programs.

(G) Comparable housing opportunities have been made available outside areas of minority concentration through other programs.

(vi) Application of the “overriding housing needs” criterion, for example, permits approval of sites that are an integral part of an overall local strategy for the preservation or restoration of the immediate neighborhood and of sites in a neighborhood experiencing significant private investment that is demonstrably improving the economic character of the area (a “revitalizing area”). An “overriding housing need,” however, may not serve as the basis for determining that a site is acceptable, if the only reason the need cannot otherwise be feasibly met is that discrimination on the basis of race, color, religion, sex, national origin, age, familial status, or disability renders sites outside areas of minority concentration unavailable or if the use of this standard in recent years has had the effect of circumventing the obligation to provide housing choice.

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(4) The site must promote greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low-income persons.

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(5) The neighborhood must not be one that is seriously detrimental to family life or in which substandard dwellings or other undesirable conditions predominate, unless there is actively in progress a concerted program to remedy the undesirable conditions.

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(6) The housing must be accessible to social, recreational, educational, commercial, and health facilities and services and other municipal facilities and services that are at least equivalent to those typically found in neighborhoods consisting largely of unassisted, standard housing of similar market rents.

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(7) Except for new construction housing designed for elderly persons, travel time, and cost via public transportation or private automobile from the neighborhood to places of employment providing a range of jobs for lower-income workers, must not be excessive.

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***Complete the chart below. Provide all other required information for each proposed PBV contract unit. Add rows as needed. For Existing projects, provide the required information on current occupants of any occupied units. Use the following legend to complete the “Bldg Type” and “Tenant Paid Utilities” fields on the chart.***

<b>Building Type:</b>	S = Single Family	R = Town House	O= Other - specify below:
	D = Duplex	L = 3 or 4 Stories	

8

**14. Experience Owning Rental Housing (check if any apply):**

- a. ☐ 10 years or more of experience owning affordable rental housing  
☐ 1-9 years of experience owning affordable rental housing  
☐ 10 years or more of experience owning other rental housing  
☐ 1 to 9 years of experience owning other rental housing
- b. Describe below your experience, including the number of years of experience in owning rental housing, the amount of that time devoted to affordable rental housing, if applicable; the number of units (specify separately number of affordable and other rental units); if the portfolio includes subsidized properties, the address(es) and funding source(s), and if assistance has ever been terminated. If assistance has been terminated, please identify the program(s) and state why. Attach any additional materials as needed.
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**15. Experience Managing and Maintaining Rental Housing (check if any apply):**

- a. ☐ 10 years or more of experience managing and maintaining affordable rental housing  
☐ 1 to 9 years of experience managing and maintaining affordable rental housing  
☐ 10 years or more of experience managing and maintaining other rental housing  
☐ 1 to 9 years of experience managing and maintaining other rental housing
- b. Describe below owner's experience as a property manager or the experience of owner's designated property manager, including the number of years of experience in managing and maintaining rental housing, number and type of units under management, the amount of that time devoted to affordable rental housing. Attach any additional materials as needed.
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**16. Public Purpose (check if any apply):**

- ☐ 75% or more units in building would be restricted to low- or very-low income occupancy  
☐ 50% to 74% of units in building would be restricted to low- or very-low income occupancy  
☐ Units meet other City-identified priority needs such as supportive housing

Identify below what other City-identified priority would be met through the project-basing of units. Attach any additional materials as needed.

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**17. Applicant's Plans for Management and Maintenance of Units:**

- a. Is there a written plan for management and maintenance of the proposed PBV units?

☐ Yes

☐ No

If "Yes," please include the management and maintenance plan as an attachment to this application. If "No," please provide a description of how units will be managed and maintained, both on an on-going and long-term basis, focusing on property management, preventive maintenance, routine maintenance, emergency repairs, security, and health and safety-related areas. Describe the personnel/positions to be assigned to management and maintenance of the proposed project, hours of operation, location of management/maintenance offices and other pertinent information.

- b. If applicable, describe any supportive services that will be provided to tenants. Complete the chart below and include as an attachment letters of commitment from service providers.

POPULATION	TYPE OF SERVICE	SERVICE PROVIDER

**18. Additional Information for New Construction and Substantial Rehabilitation Projects**

This section applies only to proposed new construction or substantial rehabilitation projects.

- a. Construction Schedule:** Complete the following schedule.

Finance Closing

\_\_\_\_\_

Construction Start Date

\_\_\_\_\_

Construction Completion Date

\_\_\_\_\_

Occupancy Date

\_\_\_\_\_

- b. Zoning and Other Approvals:** Have all zoning and other required approvals including historic and environmental review as appropriate been received? ☐ Yes ☐ No

If No, provide a description of current status of required approvals including an estimate of when all required approvals will be secured . \_\_\_\_\_

- c. Site Control:** Does Owner have site control over the proposed site? ☐ Yes ☐ No

Provide a brief description of the nature of the owner's site control. Attach documentation where needed, i.e. a copy of site control contract, etc. \_\_\_\_\_

**d. Include the following attachments with the application:**

- Description of project work plans such as site/unit plans and elevations
- Statement of Sources and Uses for Funds to develop the project
- Operating pro forma
- Documentation regarding compliance with Davis – Bacon Wage rates if nine (9) or more units are proposed for project based assistance.

**19. Certifications**

*Provide the required information on a separate sheet of paper and attach to this application:*

1. The identity of the owner and other project principals and the names of officers and principal members, shareholders, investors, and other parties having a substantial interest in the project;
2. A certification stating that the above-mentioned parties are not on the U.S. General Services Administration list of parties excluded from Federal procurement and non-procurement programs;
3. A disclosure of any possible conflict of interest by any of these parties that would be a violation of the PBV Housing Assistance Payments (HAP) contract.

*I, \_\_\_\_\_, attest and certify that all of the information herein contained is true and accurate to the best of my knowledge. I understand that by submitting this application for project-based assistance application there is no commitment from the Houston Housing Authority that my proposal will be accepted. I understand that in-place existing tenants must be certified as eligible to receive project-based assistance, and if they are not eligible, I may not displace them in order to qualify their unit for PBV. I understand and agree to abide by all applicable federal Section 8 requirements found at 24 CFR Part 983 and HHA's PBV requirements found in its Administrative Plan.*

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**Signature of Owner**

**Title**

**Date**