



HOUSTON
HOUSING AUTHORITY

Transforming Lives & Communities

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

REQUEST FOR PROPOSAL
(RFP) 22-44

The Houston Housing Authority ("HHA"), has issued this solicitation with the intent to establish a contract with an Independent Public Account (IPA) Firm to perform a financial audit of HHA, in accordance with the requirements and terms and conditions specified herein.

Interested parties who wish to respond to this solicitation must submit the required documents to the below individual by 2 P.M. Central Standard Time (CST) October 26, 2022 to:

Houston Housing Authority
Attn: Austin Y Crotts, MA.
Subject: RFP 22-44 Third Party Independent Audit Services - DO NOT OPEN
2640 Fountain View Drive
Houston, Texas 77057

The face of the sealed envelope(s) must contain the above information, and once they are in the possession of HHA, their contents will not be publicly opened or revealed until 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 e-mail acknowledgement to Purchasing@housingforhouston.com, that they have downloaded this solicitation from HHA's website. Doing so, will allow HHA to notify interested parties of any Amendments that may affect this solicitation.

Late submissions will be handled in accordance with Section 6 of Attachment H Instructions to Offerors Non-Construction HUD Form 5369-B.

Interested parties, who have questions about this solicitation, or who need additional information should send an email (preferably) to Purchasing@housingforhouston.com with "RFP 22-44" in the subject line, by 4 P.M. CST, October 17, 2022. As an alternative, interest parties have the option of sending a fax to 713-260-0810. Any changes to the requirements specified herein will be done via an Amendment.

10-4-2022

Date

Austin Crotts

Austin Y. Crotts, MA.
Interim Procurement Manager,
Houston Housing Authority



A Fair Housing and Equal Employment Opportunity Agency. For assistance: Individuals with disabilities may contact the 504/ADA Administrator at 713-260-0353, TTY 713-260-0547 or 504ADA@housingforhouston.com

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I. ORGANIZATION OVERVIEW

1.0 PROFILE OF THE HOUSTON HOUSING AUTHORITY

- 1.1 HHA is currently governed by the Housing Authorities Law, codified in the Texas Local Government Code. It is a unit of government and its functions are essential governmental functions. It operates and manages its housing developments to provide decent, safe, sanitary and affordable housing to low-income families, the elderly, and the disabled, and implements various programs designed and funded by the U.S. Department of Housing and Urban Development (HUD). HHA is a Public Housing Agency.
- 1.2 The property of HHA is used for essential public and governmental purposes, and its property are exempt from all taxes, including sales tax on all its purchases of supplies and services.
- 1.3 HHA enters into and executes contracts and other instruments that are necessary and convenient to the exercise of its powers.
- 1.4 HHA maintains contractual arrangements with HUD to manage and operate its Low Rent Public Housing program and administers the Section 8 Housing Assistance Payments programs. HHA's programs are federally funded, and its revenues are received from federal funds, administrative fees, development grants and rental income.
- 1.5 HHA provides affordable homes and services to more than 60,000 low-income Houstonians, including over 17,000 families housed through the Housing Choice Voucher Program and another 5,500 living in 25 public housing and tax credit developments around the city. HHA also administers the nation's third largest voucher program exclusively serving homeless veterans.

END OF SECTION I

II. SPECIAL TERMS AND CONDITIONS

2.0 INTENT

- 2.1 The intent of this solicitation is to establish a fixed priced contract with an IPA licensed to practice in the State of Texas, to perform various auditing services (that will be managed by HHA's Finance Department), in accordance with the requirements specified herein.
- 2.1.1 This solicitation is also intended to encompass all of the assets and programs of HHA, including those assets and programs HHA has contracted to managed by private firms.
- 2.2 HHA's Finance Department will be coordinating audit activities, locating information, preparing work papers and schedules, and monitoring the progress of the audits.
- 2.3 By receiving more than \$500,000 annually in federal assistance, HHA is required to have an audit conducted in accordance with the Single Audit Act of 1984.
- 2.5 HHA currently has the availability of an in-house computer system for performing data processing relative to its accounting and financial activities. The general ledger, accounts payable, payroll, tenant accounting, purchasing, work order, and Section 8 accounting are performed on the in-house computer system. The IPA may work with HHA's Finance and Information Technology (IT) staff to extract any data needed to complete the audit. HHA may require the IPA to make an assessment of the internal controls as it applies to the current central computer system, as well as an evaluation of system performance.
- 2.6 HHA is currently behind by two years. Winning contractor will be required to process the 2020 and 2021 audits, while preparing to complete the 2022 audits for an on-time submittal.
- 2.7 See Exhibit A Existing Programs for additional information.

3.0 PERIOD OF PERFORMANCE

- 3.1 Any contract executed as a result of this solicitation may have an initial Period of Performance of one (1) year, with HHA having the option to extend the contract four (4) additional years, in one (1) year increments. Essentially, the Period of Performance may cover the Fiscal Years specified in Exhibits C thru C-7.
- 3.2 If the contractor fails to perform the services within the time agreed upon for each audit, the Contractor shall, in place of actual damages, pay liquidated damages of one percent (1%) of the contracted price of the respective audit, as submitted on Exhibits C thru C-7, per calendar day of delay.

4.0 PROCUREMENT SCHEDULE

- 4.1 The following is the anticipated procurement schedule for this solicitation:

<u>EVENT</u>	<u>DATE</u>
Date Solicitation Advertised	October 5, 2022
Deadline for the submittal of written questions to <u>Purchasing@housingforhouston.com</u>	4 P.M. CST October 17, 2022

EVENT	DATE
Deadline HHA will Post Answers to written questions on <u>Housingforhouston.com</u>	4 P.M. CST October 19, 2021
Deadline for the receipt of sealed responses	2 P.M. CST October 26, 2022
Estimated Contract Award Date	November 2022

5.0 **SCOPE OF WORK (SOW)**

5.1 All services will be performed in accordance with the requirements specified in Exhibit B Scope of Work (SOW) attached herein.

6.0 **SELECTION CRITERIA**

6.1 Interested parties that submit the required information by the specified due date and time will have their responses evaluated by an HHA Evaluation Committee, who will utilize the Evaluation Criteria in Exhibit B to evaluate and score all responses.

6.2 HHA reserves the right to make multiple award(s), reject responses at its discretion, request additional information from proposers, select the successful proposer(s) at its sole discretion, and conduct negotiations to establish a contract that is advantageous and beneficial to HHA.

7.0 **SUBMITTALS**

7.1 All responses must conform to the requirements specified herein.

7.1.1 HHA is not responsible for any costs that may be incurred in the development and submittal of any responses to this solicitation.

7.1.2 All submissions, will become a part of HHA's official files, and HHA is not obligated to return any submission(s) once it is in the possession of HHA.

7.2 **ALL ITEMS IN SECTION 7.3 MUST BE DOWNLOADED ON A FLASH DRIVE AS ONE COMPLETE ADOBE FILE, AND SUBMITTED WITH THE COMPLETED DOCUMENTS IN A SEALED ENVELOPE**

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

7.3 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 section of the response must be separated by a numerically sequential "Tab" (i.e., Tab 1, Tab 2, etc.) and contain the following:

7.3.1 Cover Letter (CL)

7.3.1.1 Acknowledge the receipt, review of this solicitation, and any Amendment(s) issued by HHA.

7.3.1.2 The CL must be on your company's letterhead, manually signed by authorized official of the company (who can negotiate, and contractually bind the company to perform the services specified herein), along with their title, phone number, and e-mail address.

7.3.2 Table of Contents

7.3.3 Company Profile

7.3.3.1 Provide a profile of your company, and identify the services it can provide to HHA.

7.3.3.2 Include the most recent Satisfactory Peer Review Rating.

Note: This information will be used by HHA's Evaluation Committee to assess a score relative to item 1 per Exhibit D Evaluation Criteria.

7.3.4 Experience in Performing Government Audits

7.3.4.1 Indicate your Firm's experience and capabilities to conduct financial audits of government entities, and include a customer reference list.

7.3.4.2 If applicable, indicate any engagements that may have been performed in accordance with OMB Circular A-102. For each engagement, provide the names of the partner(s) and manager(s) assigned, the governmental entities involved and representatives from the governmental units who can be contacted for references.

7.3.4.2 Include a statement which affirms, that the Firm:

7.3.4.2.1 Meets the independence standards set forth in the GAO publication Standards for Audit of Governmental Organizations, Programs, Activities and Functions;

7.3.4.2.2 Will assign a partner-in-charge directly to the project with at least one audit manager who has managed HUD audits for state or local governmental entities and public housing authorities having requirements comparable to those of HHA. Indicate that the partner-in-charge or at least one of the assigned audit managers has understanding of the requirements of the Single Audit Act as specified in OMB Circular A-133. Indicate any engagements that the Offeror's local office has performed in accordance with OMB Circular A-133 and, in each instance, identify the agency.

For each engagement include the names of the partner(s) or manager(s) assigned the audits, the governmental entities involved and representatives from the governmental units who can be contacted for references; and,

7.3.4.2.3 Has given careful attention to OMB Circular A-128, regarding sub-contracting with small and minority audit firms. Per Amendment C, indicate if the Firm intends to sub-contract with small minority or women owned audit firms and/or audit firms controlled by socially and economically disadvantaged individuals.

7.3.4.3 If applicable, provide a copy of the Quality Assurance Audit Report conducted by REAC-QASS division.

Note: This information will be used by HHA's Evaluation Committee to assess a score relative to item 2 per Exhibit D Evaluation Criteria.

7.3.5 Qualifications of Assigned Personnel

7.3.5.1 Provide the resumes / qualifications of the individuals listed in Exhibit C Fee Schedules, who will be performing the work specified in Exhibit B Scope of Work (SOW), along with their respective membership(s) in any professional organization(s).

7.3.5.2 Indicate their relative knowledge and experience in government accounting.

7.3.5.3 Provide documentation of those individual listed in Exhibit C Fee Schedule who are registered / licensed to perform public accountancy in the State of Texas.

Note: This information will be used by HHA's Evaluation Committee to assess a score relative to item 3 per Exhibit D Evaluation Criteria.

7.3.6 Project Plan / Methodology

7.3.6.1 Describe how you plan to perform the work specified in Exhibit B Scope of Work (SOW). Include any sampling techniques, project milestones, and associated man hours.

7.3.6.2 If applicable, provide any assumptions, and any work / tasks HHA may need to perform in order for the Firm to complete the audit.

Note: This information will be used by HHA's Evaluation Committee to assess a score relative to item 4 per Exhibit D Evaluation Criteria.

7.3.7 Fee Schedule

7.3.7.1 Complete Exhibit C thru Exhibit C-7 Fee Schedules

Note: Exhibit C thru Exhibit C-7 Fee Schedules are fillable pdf documents which automatically calculates the Total Cost for each Fiscal Year. Proposers are highly encouraged to type their responses to prevent mathematical errors.

This information will be used by HHA's Evaluation Committee to assess a score relative to item 5 per Exhibit D Evaluation Criteria.

7.3.8 Cost Control Measures

7.3.8.1 Propose steps HHA could implement in order to control costs during the Period of Performance.

Note: This information will be used by HHA's Evaluation Committee to assess a score relative to item 6 per Exhibit D Evaluation Criteria.

7.3.9 Attachment A Declaration

7.3.10 Attachment B Non-Collusive Affidavit

7.3.11 Attachment C Requirements for Subcontracting with Small Businesses and Minority Businesses, Women Business Enterprises, and Labor Surplus Area Firms

Note: This information will be used by HHA's Evaluation Committee to assess a score relative to item 7 per Exhibit D Evaluation Criteria.

7.3.12 Attachment D Conflict of Interest (CIQ) Form

7.3.13 Attachment E Representations, Certifications and Other Statements Public Housing Programs (Form HUD 5369-A)

7.4 HHA may not evaluate responses that do not comply with the submittal requirements specified herein. Responses received after the specified date and time will be considered non-responsive.

END OF SECTION II

III. GENERAL TERMS AND CONDITIONS

8.0 AMENDMENTS

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

9.0 AVAILABILITY OF RECORDS

9.1 The U. S. Department of Housing and Urban Development, the Inspector General of the United States, the 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.

10.0 BASIS FOR AWARD

10.1 See Section 6.0.

10.2 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.

11.0 CANCELLING THE SOLICITATION

11.1 HHA may cancel this solicitation at any time, and when it is in its best interests to do so. (See Section 7.1.1)

12.0 CONFIDENTIALITY OF SUBMITTALS

12.1 As stated on page 1, responses to this solicitation will not be opened publicly. All submittals and information shall remain confidential until all negotiations are completed and a Notice of Award is issued. All submittals received by HHA shall be included as part of the official file, and any part of the submittal that is not considered confidential, privileged or proprietary under any applicable Federal, State or local law shall be available for public inspection upon completion of the procurement process. Material submitted by an Offeror that is to be considered as confidential must be clearly marked as such; however, the applicable provisions of Federal, State and local laws shall govern the confidentiality of submittals despite anything contrary to this provision stated in the submittal.

13.0 **ETHICAL BEHAVIOR**

13.1 Interested Firms shall not:

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

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

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

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

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 bidder(s) or proposer(s).

14.2 The successful bidder(s) or proposer(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 **INFORMALITIES**

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

15.1.1 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/bidders 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.

16.0 **INSURANCE**

16.0 HHA will specify the amount of insurance that will be required during the Period of Performance.

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

17.1 Refer to Attachment C for M/WBE Participation requirements.

18.0 **MISTAKES IN BIDS**

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.

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

19.0 PAYMENT TERMS

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

20.0 PERMITS

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

21.0 PROJECT MANAGER

21.1 HHA will designate a Project Manager during the Period of Performance.

22.0 QUESTIONS

22.1 Interested parties should follow the instructions on page 1 should they have any questions about this solicitation. Oral instructions, interpretations, or representations will not be binding upon HHA or HHA's representatives.

22.2 Interested parties are prohibited from querying HHA personnel or members of its Board of Commissioners regarding this solicitation except through written questions submitted in the manner, and within the time frame indicated on page 1 of this solicitation.

23.0 REMOVAL OF EMPLOYEES

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

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

23.1.2 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).

24.0 RESERVATION OF RIGHTS

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

25.0 STANDARDS OF CONDUCT

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

26.0 SUBCONTRACTING

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

27.0 TAXES

27.1 HHA is exempt from State of Texas, and Local Taxes.

28.0 TRAVEL AND REIMBURSEMENTS

28.1 Any prices/fees mutually agreed upon shall include all necessary out-of-pocket expenses needed to perform the work specified herein. HHA will not issue any reimbursements for travel, lodging, meals, or other miscellaneous or ancillary expenses, unless it is defined in the final contract.

29.0 VALIDITY OF RESPONSES

29.1 Responses will not be unilaterally withdrawn or modified for a period of ninety (90) days after they have been received and opened by HHA.

30.0 SUPPLEMENTS

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

- Attachment A: Declaration
- Attachment B: Non-Collusive Affidavit
- Attachment C: M/WBE Participation Forms
- Attachment D: Conflict of Interest (CIQ) Form
- Attachment E: Representations, Certifications, and Other Statements of Bidders Public and Indian Housing Programs (Form HUD 5369-A)
- Attachment F: Instructions to Offerors Non-Construction (Form HUD 5369-B)
- Attachment G: General Conditions for Non-Construction Contracts Section 1 (Form HUD 5370-C)
- Exhibit A: Existing Programs
- Exhibit B: Scope of Work (SOW)

- Exhibit C: Fee Schedule for Fiscal Year Ending (FYE) 2020
- Exhibit C-1: Fee Schedule for Fiscal Year Ending (FYE) 2021
- Exhibit C-2: Fee Schedule for Fiscal Year Ending (FYE) 2022
- Exhibit C-3: Fee Schedule for Fiscal Year Ending (FYE) 2023
- Exhibit C-4: Fee Schedule for Fiscal Year Ending (FYE) 2024
- Exhibit C-5: Fee Schedule for Fiscal Year Ending (FYE) 2025
- Exhibit C-6: Fee Schedule for Fiscal Year Ending (FYE) 2026
- Exhibit C-7: Consolidated Fee Schedule
- Exhibit D: Evaluation Criteria

30.2 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

ADDRESS, CITY, STATE, ZIP

SUBMITTAL DATE

ATTACHMENT B

NON-COLLUSIVE AFFIDAVIT

STATE OF TEXAS

COUNTY OF HARRIS

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

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

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

THE HOUSTON HOUSING AUTHORITY

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

Signature of Bidder, if Bidder is an Individual

Signature of Bidder, if Bidder is a Partnership

Signature of Officer, if Bidder is a Corporation

Subscribed and sworn to before me this _____ day of _____, 2021

Notary Public

My Commission expires _____

Note: This Form must have 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 Business 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 quantities 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 <http://www.window.state.tx.us/procurement/cmb1/cmb1hub.html>. 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 publically owned business, a business where at least fifty-one percent of the business’s voting stock is owned by one or more minority group members and whose management and daily operations are controlled by one or more such individuals. Minority group members include, but are not necessarily limited to: (a) Black Americans; (b) Hispanic Americans; (c) Native Americans; (d) Asian-Pacific Americans; (e) Asian-Indian Americans; and (f) Hasidic Jewish Americans.
- “Policy” means the Houston Housing Authority’s Procurement Policy.
- “Policy Requirements” shall have the meaning set forth in § II above.
- “Prime Contract(s)” means the contract awarded pursuant to this procurement that is between a respondent to the solicitation and HHA. For all purposes herein, the term is inclusive of all change orders or amendments to the initial contract entered between the Prime Contractor and HHA.
- “Prime Contractor(s)” means the person or entity who responds to this procurement and is awarded a contract by HHA.
- “SBEs” refers to small business enterprises. Small business enterprises are businesses that are independently owned, not dominant in their field of operation, and not an affiliate or subsidiary of a business that is dominant in its field of operation.
- “Subcontract(s)” means the contract between the Prime Contractor and a Subcontractor entered to accomplish all or a part of the Prime Contractor’s obligations under its contract with HHA that results from this procurement.
- “Subcontractor(s)” means a person or entity who the Prime Contractor contracts with to perform a part or all of the Prime Contractor’s obligations under the Prime Contractor’s contract with HHA that results from this procurement.
- “WBEs” refers to women business enterprises. Women business enterprises are businesses that are at least fifty-one percent owned by a woman who is a United States citizen, or by women who are United States citizens and who control and operate the business.

VIII. ACKNOWLEDGEMENT.

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

Name of Firm

Complete Address

Name of Individual Completing this Form

Title

Direct Phone Number / Cell Phone Number

Direct Fax Number

E-Mail Address

Date

Manual or E-Signature

Bidder's Proposed M/WBE Participation Form

Instructions

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

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

Note: Attach additional sheets if necessary.

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

Note: Attach additional sheets if necessary.

Name of Firm

Printed Name

Date

Manual or E-Signature