
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) 23-28

The Houston Housing Authority ("HHA"), has issued this solicitation with the intent to establish a contract with a qualified firm that can provide a Human Resources Information System (HRIS) and payroll system 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 Daylight Time (CDT) June 14, 2023 at:**

Houston Housing Authority
Attn: Austin Crofts
Subject: RFP 23-28 HRIS and Payroll 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 23-28**" in the subject line, by the due date and time as specified in Section 4.0. 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.

5-17-2023

Date



Austin Y. Crofts, 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 713-260-0547 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 Houston Housing Authority (“HHA”) seeks the services of a qualified Payroll/HR Services provider with expertise in payroll processing and related payroll services to successfully provide these services to meet the payroll, human resource and general ledger needs of HHA in the most cost-effective and efficient manner possible per the requirements outlined in Exhibit A (Scope of Work).

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 of extending the contract four (4) additional years in one (1) year increments.

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	May 19, 2023
Deadline for the submittal of written questions to Purchasing@housingforhouston.com	4 P.M. CST May 31, 2023
Deadline HHA will Post Answers to written questions on Housingforhouston.com	4 P.M. CST June 6, 2023
Deadline for Sealed Responses	2 P.M. CST June 14, 2023
Estimated Contract Award Date	July/August 2023

5.0 SCOPE OF WORK (SOW)

5.1 All services will be performed in accordance with the requirements specified in Exhibit A 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**
- 7.3.1.1 Acknowledge the receipt, review of this solicitation, and any Amendment(s) issued by HHA.
- 7.3.1.2 This document must be on company letterhead, manually or e-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 listing the subject matter of each “Tab”**
- 7.3.3 **Tab 1 (Company Profile)**
- 7.3.3.1 Provide an overview of your Firm, and indicate the types of service(s) you can offer HHA.
- 7.3.4 **Tab 2 (Experience and Qualifications)**
- 7.3.4.1 Provide the qualifications of the firm and key staff that will be performing the work. List all members, consultant(s), subcontractor(s), and M/WBE's who will be assigned to this project, their role(s), and respective resumes.

- The resumes should include any specialized skills, training, or credentials.

7.3.4.2 Describe in detail contractual and technical experience in performing work of similar size and scope as specified in Exhibit A Scope of Work (SOW).

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

7.3.5 Tab 3 (References)

7.3.5.1 Provide examples of related experiences that the firm has relative to the work outlined in Exhibit A.

7.3.5.2 Provide a list of references (at least 3) of companies that the firm has provided the services or similar services to those outlined in Exhibit A

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

7.3.6 Tab 5 (Project Approach/Methodology)

7.3.6.1 Proposal demonstrates understanding of HHA needs and requirements. Project approach and methodology meets or exceeds project timelines and implementation/performance expectations.

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

7.3.7 Tab 6 (Fees)

7.3.7.1 Provide all costs (including any ancillary out-of-pocket expenses) associated with Exhibit A Scope of Work (SOW).

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

7.3.8 Tab 7 (Exhibit B Vendor Questionnaire)

7.3.8.1 Submit your responses to the questions in Exhibit B.

7.3.9 Attachment A Declaration

7.3.10 Attachment B Non-Collusive Affidavit

7.3.11 Attachment C M/WBE Acknowledgement, and Participation Form

7.3.12 Attachment D Section 3 Requirements and Commitment

7.3.13 Attachment E Conflict of Interest (CIQ) Form

**7.3.14 Attachment F Representations, Certifications, and Other Statements of Bidders
Public and Indian 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 APV prior to the specified due date on page 1. APV 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 APV or representatives of APV. **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 APV, 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 APV 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 APV 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 APV 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 APV reserves the right to waive any informality, and make an award that is in the best interest of APV.

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 APV 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, APV 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, APV 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, APV may permit the revision of a bid if the bidder is able to present clear and convincing evidence, acceptable to APV, 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 APV's bidding process. Therefore, APV 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 APV'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 APV will process all invoices after the work has been approved by APV'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 APV), 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 APV 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 APV or APV's representatives.

22.2 Interested parties are prohibited from querying APV 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 APV 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), APV reserve the right to change, modify, or alter any Draft Contract associated with this solicitation.

25.0 **RULES, REGULATIONS AND LICENSING REQUIREMENTS**

- 25.1 The Offeror and staff must possess all necessary required license(s) to do business in Houston/Harris County and the State of Texas. Additionally, the Offeror, shall comply with all laws, ordinances, and regulations applicable to the services contemplated herein. Offerors are presumed to be familiar with all federal, state, and local laws, ordinances, codes, rules, and regulations that may in any way affect the services.

26.0 **STANDARDS OF CONDUCT**

- 26.1 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 APV.

27.0 **SUBCONTRACTING**

- 27.1 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 APV in writing.

28.0 **TAXES**

- 28.1 APV is exempt from State of Texas, and Local Taxes.

29.0 **TRAVEL AND REIMBURSEMENTS**

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

30.0 **VALIDITY OF RESPONSES**

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

31.0 **SUPPLEMENTS**

- 31.1 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:	Section 3 Requirements and Commitment
Attachment E:	Conflict of Interest (CIQ) Form
Attachment F:	Representations, Certifications, and Other Statements of Bidders Public and Indian Housing Programs (Form HUD 5369-A)
Attachment G:	Instructions to Offerors Non-Construction (Form HUD 5369-B)
Attachment H:	General Conditions for Non-Construction Contracts Section 1 (Form HUD 5370-C)
Exhibit A:	Scope of Work (SOW)

Exhibit B: Vendor Questionnaire
Exhibit C: Evaluation Criteria
Exhibit D: Draft Contract

- 31.2 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 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 <http://www.window.state.tx.us/procurement/cmb/cmbhub.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.

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

Company Name:	
Name of Contact Person for Section 3 Commitment:	
Title:	Contact Number:
Contact Person E-Mail:	
Solicitation Title: HRIS and Payroll Services	Solicitation #: RFP 23-28

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

Name of Firm

Printed Name of Authorized Individual

Date

Manual/E-signature of Authorized Individual

HHA SECTION 3 COMPLIANCE REPORT

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

# 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

Date

Signature of Person Completing Report

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

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

Name of Officer

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

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

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

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

- (2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

- (1) the date that the vendor:

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

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

- (2) the date the vendor becomes aware:

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

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

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

Attachment F

**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

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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)

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:]

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

Exhibit A
SCOPE OF WORK
Houston Housing Authority HRIS and Payroll System

The Houston Housing Authority (“HHA”) seeks the services of a qualified Payroll/HR Services provider with expertise in payroll processing and related payroll services to successfully provide these services to meet the payroll, human resource and general ledger needs of HHA in the most cost-effective and efficient manner possible. The selected firm must provide all equipment and materials described in this document, whether directly or through subcontractors/subconsultants. This does not limit the use of sub-contractors or sub-consultants.

Time is of the essence in the implementation of HHA’s payroll services software/solution. It is anticipated that the solution will be completely installed, integrated with HHA’s financial software, and HHA’s staff trained by **August 30, 2023**. Proposer shall demonstrate in the response to the RFP that this timeline can be met or exceeded.

I. HUMAN RESOURCE INFORMATION SYSTEMS

A. General Information

1. Seamless integration between Payroll, General Ledger, and Human Resources data
2. Capacity to handle status changes for a minimum of 200 employees
3. Full-time, part-time
4. Successfully handle varied “standard” hours
5. Multiple types of accruals (annual, fiscal year, monthly) for varied benefits
6. Easy, intuitive navigation for both administrator(s) and end users
7. Leave tracking system (automatically tracks FMLA time, mails out letters, sends notifications to HR staff regarding leave status)
8. Ability to easily create ad hoc reports
9. Availability of dashboards for different modules such as recruiting, performance management, benefits enrollment,
10. Timekeeping system
11. Biometric timeclocks (fingerprint and/or facial recognition)
12. Benefit administration module

13. Succession planning module
14. Recruiting module
15. On-boarding module
16. Employee document management
17. Ability to create employee and manager tasks lists
18. Employee safety tracking module
19. Availability of an online training/learning module
20. Performance management module
21. System availability to create electronic forms with workflow
22. Ability to roll-out policies and compliance and receive electronic acknowledgement from employees
23. Compensation tool for market survey purposes
24. Ability to securely store HR documents such as disciplinary actions, medical notes, etc.
25. Ability to assign security roles to be based on position requirement
26. Ability for route HR documents via a workflow process for items such as staffing requisitions, personnel actions, etc.

B. Employee Access

1. View online pay stubs and W-2s
2. Select their benefits options during open enrollment and life events
3. New Hire entry of own data, i.e., personal data, beneficiary, emergency contact, Equal Employment Opportunity (EEO) race and ethnicity classifications, etc.
4. Management of employee's own personal information
5. Provide for ability for current employees to apply for positions electronically

6. Sign up for training (with manager/HR approval workflow)
7. Access to company intranet items – forms, employee handbook, internal job postings, etc.

C. Supervisor Access

1. Access employee general information records
2. Receive reminders for employee events that impact employees i.e. performance review due dates
3. Create, run, and access various employee and departmental reports
4. Review and approve employee timesheets
5. Assign trainings to employees

D. Recruiting

1. Ability to create customized branding on HHA' s recruiting module
2. Ability to start the Staffing Requisition process in the system, and route to the appropriate approvals prior to posting the required position
3. Ability to post time-defined internal postings only visible to internal employees
4. Ability to post job postings viewable to external applicants
5. Ability to create “go, no go” and standard prescreening questions
6. Availability of a recruiting dashboard
7. Ability to create the HHA job application in the system
8. Ability to generate recruiting reports reflecting number of open positions, number of positions filled in a specific span of time, number of applicants for each position, etc.
9. Ability to refresh a posting after 30 days

10. Ability for the system to automatically close a position once the position is filled
11. Ability to send communication emails to candidates during each phase of the recruiting process
12. Ability to move candidates from different phases of the recruiting process

E. On-Boarding

1. Ability to transfer a candidate from the recruiting module to the active employee module
2. Ability to create a pre-hire document/assignment packet for new hires
3. Ability to create a new hire document/assignment packet for new hires
4. Ability to assigned mandatory trainings and assignment to new hires
5. Ability to assign a new hire checklist to the hiring manager to complete prior to the new hire starting employment

F. Benefits Administration

1. Ability to upload files to benefit vendor systems for new hires, terminations, changes
2. Administering employee benefits and conducting open enrollment
3. Produce census reports
4. Customizable reports for census, self-billing
5. Must seamlessly integrate with the payroll system such that election changes update payroll deductions
6. Benefit plans
 - a. Checks/balances that prohibit employees from making unauthorized changes
 - b. Customizable for open enrollment & employee changes
 - c. Automatic premium updates for age and salary benefit calculations

- d. Adjustment of insurance amounts when a salary increases/decreases
- e. Group uploads for enrollments
- f. COBRA Tracking/Billing
- g. FMLA Tracking
- h. Customizable online benefit enrollment reporting
- 7. Employee Benefit Statements
 - a. Include both employee and employer costs for all applicable benefits

G. Performance Management

- 1. System must support a fully customizable performance management process, including the ability to manage weighted fixed competencies and the creation of goals for each employee positions
- 2. Ability for HR and managers to cascade goals to the organization or to direct reports
- 3. Ability to have multiple performance evaluations tied in to one employee i.e. 6-month probationary evaluation and annual evaluation
- 4. Ability to create an approval workflow for each specific assigned performance evaluation
- 5. Dashboard including the number of active, due, and past due performance evaluations
- 6. Ability to set up reminders for upcoming or past due performance evaluations
- 7. Ability for employees to view their performance review history
- 8. Tracking and reporting for employee performance issues/disciplinary documents

H. Talent and Learning Management

- 1. Availability of an online learning system
- 2. Ability to assign single or mass trainings to employees
- 3. Ability to pull reports reflecting the number of assigned trainings, number of trainings

started but not completed, and number of past due trainings

4. Ability to create custom trainings
5. Ability to create reporting reflecting employee certifications/licenses/degrees

I. Position Control/Budgeting

1. Manage salaries, pay grades
2. Entry and tracking of all status changes: new hires, terminations, leaves, promotions, transfers and more
3. Production of organizational chart/hierarchy
4. Compensation planning tools
5. Position control such that system prohibits an employee hire/transfer if a position does not appear as "vacant"
6. Position allocation function

J. Compensation

1. Tracking employee salary and status changes over time
2. Analytical reports for budget and compensation studies and analysis
3. Ability to enter and track Supplemental Pay
4. Report showing full cost of pay and benefits

K. General Administration

1. Configurable security levels for employee/manager/senior management access
2. Monitoring key information for compliance reporting, such as EEO-1, workers' compensation, workplace accidents, and OSHA forms
3. Viewing and reprinting employee pay stubs and W -2s
4. Managing security and user access to your company's critical HR data
5. Workflow Management: Easily track workflow processes online

6. Email alerts/notifications when an approval is needed or if a change has been made
7. Availability of audit trails for any changes/modifications made by any administrator or user
8. Asset management of assigned property/equipment
9. I-9 tracking
10. Tracking of safety and worker's compensation information
11. Tracking of medical accommodation requests
12. Affordable Care Act tracking
13. 1094 and 1095C filing

L. History/Record Keeping

1. Unlimited history for each employee
2. On-line help screens available for all screens and processes
3. Corrections be made to historical, current, and future records
4. Effective accommodation of effective dating for future or past dates
5. Effective processing of multiple transactions for an employee when transactions all have the same effective date
6. System storage of scanned documents or picture images
7. System setup of non-employees or those who are non-paid (Board Supervisors, Interns, Volunteers)
8. Data archiving capabilities for inactive/terminated employees

M. Reporting

1. Integrated, user friendly, ad hoc report writing tool
2. Easy report generation from all fields available from all systems (payroll, HR, GL)
3. Flexibility for user to define selection criteria, data ranges, sorting and grouping

options, and report output, so as to allow customizable reporting

4. Provision of both “point-in-time” as well as historical reporting capabilities
5. Ability to handle consolidated reporting across governments/organizations
6. Ability to schedule standard reports
7. Ability to save queries both "globally" as well as "personally" so that users are not inundated with a barrage of queries in the drop-down list
8. EEO-1
9. Any other governmental mandated reports
10. OSHA
11. Ability to print single employee records
12. Workers Compensation

N. Customer Service/Training

1. Provide a dedicated customer service representative and a designated back-up
2. On-site or virtual training for supervisors and employees on the time and attendance module, at least 10 different class cycles of same training for staff of over 200 employees.
3. On-site training for HR and Finance Department staff (at least 16 hours) on management and use of software
4. User guides and training materials for employees, managers and HR staff

II. PAYROLL PROCESSING

A. Employee categories

1. Provide a time and labor recording system consistent with FLSA that can accurately account for the following employee categories:
 - a. General employees’ non-exempt from the overtime rules in FLSA that requires

payment of overtime worked in excess of 40 hours in a seven-day work week

- b. General employees exempt from the FLSA overtime rules General employees may be also categorized as:
 - i. Permanent or temporary
 - ii. Full-time or part-time

B. General Processing

1. Ability to successfully run a short bridge pay period between prior cutoff and our regular bi-weekly payroll schedule
2. Ability to process mass changes of variable amounts (such as bonus payments, merit payments, etc.)
3. Ability for employees to update electronically W -4 forms, direct deposit elections, etc.
4. Ability to perform year-end corrections/adjustments as needed up to cut-off time for year-end W -2 generation
5. Ability to make one-time, recurring or term (specified number of pay periods) benefit deductions
6. Ability to allocate pay and/or hours of an employee between departments
7. Automated deduction payments for insurance, retirement, workers comp and other payments by HHA
8. Ability to provide for disaster recovery, both for the vendor site and our site
9. Hardware requirements and software licenses required by the vendor for each of our users must be specified and a cost provided for each license

C. Payroll Record Keeping

1. System must create a “permanent” record for each employee that will include information that does not change from pay period to pay period. The update of this

record must be limited and password protected. Each employee will be assigned an employee number that will remain unchanged while employed by HHA. The number must be at least capable of 5 digits

2. At minimum the permanent file will include items such as personal information (i.e., name, SSN, address, telephone number, emergency contact), and also payroll elections related to withholding (W -4), allotments, deductions and the like
3. It should be index-able by name, employee number and other criteria as defined by HHA

D. Payroll Processing

1. Successful respondent must provide the following services:
2. The payroll company must accurately and timely process 26 (or 27) bi-weekly payrolls based on timeframe designated by HHA
3. The company must be able to seamlessly accept payroll information from HHA by time to be designated by HHA, and deliver earnings and leave statements and checks within 2 days or less
4. Direct deposits must be posted to bank accounts prior to, or by, pay date
5. Payroll company must mail out W -2 forms to HHA current and past employees eligible to receive a W-2 each year, no later than second pay date each January
6. Prepare the quarterly/annual forms and submit to the federal and state agencies by required deadline
7. Remit all payroll taxes to federal and state agencies on bi-weekly basis within prescribed time-frames
8. Prepare all required reports to HHA by required deadlines
9. Remit all payments within prescribed time-frames provided by HHA

10. Prepare special checks or accept manual checks for error correction purposes
11. Prepare and process required payroll interface to HHA to provide for automated posting of accounting expense data
12. Prepare and remit garnishments and tax levies as required as part of each payroll cycle
13. All monthly, quarterly, year-end, state, federal, and local taxes
14. Direct deposits, live check printing, and employee garnishment payments
15. System must provide ability to produce a file that can be uploaded to our accounting systems through a company specific "CSV format." This will need to be able to be changed at any time without the help of the vendor.

E. Payroll Reporting

1. Prepare payroll reports and provide to the HHA the following as a minimum:
2. Federal and state agencies forms filing
3. Leave and earnings report for each employee each pay period
4. Summary and detail leave report by department
5. Summary and detail earnings report by department
6. Summary and detail deduction reports by department
7. As required inquiry reports
8. Special reports/projects requested by HHA staff
9. Reports must be capable of being downloaded to Excel
10. Provision of reports in electronic storage format required

F. Time Categories

1. PTO
2. Unpaid PTO
3. FMLA PTO

4. FMLA Unpaid PTO
5. Holiday
6. Bereavement
7. Jury Duty
8. Administrative leave

G. Accruals

1. System must be able to handle multiple varieties of accruals and also take on additional classes of employees in the future if HHA desired

H. Holidays

1. We currently provide thirteen paid holidays to our employees. The system must account for them, as well as be able to add, or delete, holidays as needed.

I. Implementation

1. Data conversion of payroll files from HHA's files:
2. Timeline for conversion and implementation of new system must be provided
3. List of vendor team that will be assigned to this task, including the designated project manager

III. TIME AND ATTENDANCE

A. Module Functionality

1. An electronic time and attendance module must be provided that will allow the daily posting of time by each employee and the certification of accuracy by a member of the supervisory chain of command. This includes all categories of work time and leave time as specified by HHA. The ability to assign employee work schedules through this system is required.

B. Employee/Supervisor Accessibility

1. The electronic time and attendance system must be able to be accessible via office PCs, home PCs, and mobile application (including geo-fencing capabilities).

C. General

1. Multiple data entry/collection options

D. Employee Scheduling:

1. Create, view or change employees' schedules
2. Supervisors can create schedules that employees can view by month, week, or day

E. Time Card Management

1. Data can be reviewed and edited for tracking purposes

F. Reporting Capabilities:

1. Combination of "canned" and user-generated reports
2. Ease of report writing
3. View a wide range of standard reports or generate custom reports
4. Reports of balances for employee/division/department

G. Manager/Employee Self Service

1. Managers: approve requests, enter sick, holiday, jury duty, or other non-work time comparative between approved vs. pending requests
2. Management approval hierarchies for review/edit/sign off on time and attendance
3. Employees: enter, review, transfer, and submit time sheets & PTO requests balances both on paychecks as well as system access

H. Customize rules and accruals:

1. Specify our own overtime, rounding, lunch and holiday rules
2. Automate complex rules for accumulating vacation, sick time and other types of benefit accruals

I. Labor Distribution:

1. Allocate time to different departments/locations

J. Leave Management:

1. Automate the administration of paid time off

K. Service Level Agreement

1. Payroll Accuracy: 99.5% or greater
2. Right to request a new Relationship Manager or Service Manager

Exhibit B

VENDOR QUESTIONNAIRE

Proposer must include in response to questions complete information about proposer's company and its ability to perform the requested services as described in the Scope of Work.

General Information

1. Basic corporate information and history
2. Financial information
 - a. Can the company deliver without risk of bankruptcy?
 - b. Is the company likely to merge or be acquired in the short term?
 - c. A copy of the most recent audit and financial statement should be attached.
3. Technical capability
4. Estimated completion period for this project
5. Has your organization recently received any awards?
6. How do you distinguish yourself from the competition?
7. What is your average client size?
8. How many of your clients are Fortune companies? Government entities?
9. Describe any formal quality programs you have in place.

Solution Overview

1. What services do you offer?
2. Describe key accomplishments or industry firsts.
3. Does your organization provide payroll services locally, nationally &/or internationally?
4. Describe three recent quality initiatives. What were the results?
5. Describe your organization's research and development capabilities
6. Describe how you are investing in your current and future product lines
7. For the past 3 years, what was your investment in product development?

Payroll

1. For pre-processing activities, does the system provide pre-edit reports based on user-defined parameters for gross-to-net pay calculations?
2. Describe the audit process for each payroll.
3. What processes are in place to make corrections to payroll errors?
4. Are monthly tax deposits available?
5. Is Vendor invoice reconciliations - per employee deductions vs. invoice billed available?
6. Is GL account set-up and mapping available?
7. Is set-up and implementation of pension files - initial set-up and bi-weekly processing available?
8. Is manual check request process available? If so, what is the turnaround time needed?
9. Is monthly allowance reimbursement process available?
10. W-2 process - is it hard copy, or all electronic? What is the amount of work required by the employer for this process?
11. Payroll summaries must be made available to HHA via a CD for each payroll period. Is this available?

12. How is ACA reporting, EE 1095s, and Employer 1094s managed?
13. Is reconciliation for all PTO accruals available for employees, including total hours?

Payroll General

1. Does the system support an online "what-if" with update capability?
2. How many payroll checks did you process last year?
3. What tax updates, if any, are provided and how are these updates received?
4. Describe your general ledger process.
5. Does the application allow for the allocation of costs to any level of detail?
6. How does the payroll application handle multiple General Ledger account numbers for the same employee?
7. Can customers view W2 information throughout the year?
8. Are there start and stop dates for deductions?
9. Does the system have the ability to set-up deductions with appropriate future effective date?
10. Can batch input screens for hours and earnings be customized or user defined?
11. Can mass increases be generated?

Time & Attendance

1. Does the system allow for accruals of atypical PTO?
2. Please describe in detail the management hierarchy/levels permitted to review/edit/sign off on time and attendance.

Year End

1. Describe the vendor/client responsibilities for the year end and/or year begin process.
2. Are year-end services provided?
3. Are garnishment and tax levy payments automatically generated to the payee?
4. Does the system maintain all federal and state regulations for garnishment processing?
5. How do you meet the January 31 deadline for distributing W-2s?
6. How does your system handle manual checks?
7. Can the user sort reports by name, classification, gender, and ethnicity?

Tax

1. Is there PC/online access to current and historical tax information?
2. What is your process of tracking amendment and inquiry response time?
3. How do you distinguish yourself from the competition in the area of tax processing?
4. How do you keep clients informed of what's going on with the various tax jurisdictions?
5. Will we have a dedicated Customer Support Representative specifically to handle Tax issues?
6. What are the core competencies for Customer Support Representatives in the Tax area?
7. What is the average length of time a client retains the same Tax support representative?
8. How are adjustments handled?
9. What type of tax reports are generated each pay period?
10. Will you provide copies of all tax filings?
11. What are three frequent reasons payroll customers select your company over your competition?
12. What is your process for quality control?
13. Can a year be held "open" while continuing to process the new years' taxes?

Human Resources

1. Describe your company's commitment to the product and development plans over the next 3- 5 years.
2. Was your product originally developed by your organization?
3. Does the system allow an HR system Administrator to mirror an employee's profile?
4. What major enhancements to your system have you planned for the next three years?
5. Does the system track safety and worker's compensation information?
6. Does the system include succession planning?
7. Describe job and organizational hierarchy.
8. What compensation management functions does the system support?
9. Can the solution prohibit setting up an employee if a position does not appear as "vacant" in position control?
10. Does the system support employees with multiple positions and departments?
11. Are there currently any workflow processes available for payroll purposes?

Benefits

1. Does the payroll system integrate with benefits?
2. Can benefit plans be set up so only a specific group of employees are eligible for them?
3. Can benefit cost changes be future dated for a future year within the current year?
4. Are premiums automatically updated for age and salary benefit calculations?
5. Are insurance amounts automatically adjusted when a salary increases?
6. Can you automatically enroll a certain group of people in a benefit plan?
7. Do Employee Benefit Statements include the company's cost of benefits?
8. Do you offer online benefit enrollment?
9. Does the system calculate arrears on for benefits if an employee is out on any type of leave, outside of regular PTO?
10. Does the system include benefit premium reports?
11. What is the benefits enrollment process?
12. Will benefit election changes update payroll deductions?
13. Does the system support file feeds to benefits providers? If so, how many file feeds are included in the annual proposed fee?

Compensation

1. Are new hourly rates automatically calculated when salary increases are made?
2. Can employee earnings be split between multiple departments on an on-going basis?
3. What compensation management functions does the system support?
4. What is the salary administration functionality or capability of your product?
5. Does the system provide an on-line view of the employee's total compensation package?

Customization

1. Who has responsibility for maintaining customization changes?
2. Will our customizations be overwritten when a system upgrade happens?

History/Record Keeping

1. Will the system maintain unlimited history for each employee?
2. Are on-line help screens available for all processes?
3. Can corrections be made to historical, current, and future records?

4. Can search definitions be stored?
5. Can the system accommodate effective dating for future or past dates?
6. Can the system process multiple transactions for an employee with the same effective date?
7. Can the system store scanned documents or picture images?
8. Can your system support non-employees or those who are non-paid employees?
9. Define the type of data available on your system for inactive employees.
10. Describe how your solution supports workflow and electronic approvals.
11. Describe HR/PR product's simulation/what-if capabilities provided with the package.
12. Does the system have data archiving capabilities for inactive employees?
13. Does the system provide flexibility in establishing organizational and payroll hierarchies?
14. Does your system have the ability to roll back to a specific date in time?
15. How long does the system maintain pay history for current and former customers?
16. How many years of pay history can the employee readily access?

Application Security

1. Describe the overall security scheme.
2. Can the administrative user control security or is it reliant on the vendor?
3. Describe your process if your system is accessed by someone without rights.
4. What password authentication controls are utilized?

Reporting

1. Does the system provide an integrated ad hoc report writing tool?
2. Does the system allow generation of reports on all fields that exist in the data dictionary?
3. Does the system provide flexibility for defining selection criteria, data ranges, sorting and grouping options, and report output, enabling users to tailor information to their specific needs?
4. Does the system provide both historical and point-in-time reporting capabilities?
5. Discuss how a non-technical user can obtain reports from the system without assistance.
6. Does the system have the ability to handle consolidated reporting across payroll and HR data?
7. Does the system have the ability to produce headcount reports using a user-defined FTE report request?
8. Does the system provide standard report capabilities?
9. Does the system provide the ability to schedule standard reports?
10. Does the system provide the ability to set up and run batch reports?
11. Explain how your system maintains OSHA logs. Describe the production of the OSHA log report.
12. Does your system create dynamic organizational charts?
13. Can queries be saved "globally" as well as "personally" so that users are not inundated with a barrage of queries in the drop-down list?
14. Does the reporting tool have charting capabilities? Please explain.
15. Can timesheet reports be generated?
16. Can overtime total spend and hours by department be generated?

Compliance Reporting

1. Are standard reports available for OSHA and EEO requirements?
2. Is there any special employee setup required to print government compliance reports?

3. Does your system offer education, updates, and/or notifications at any time that there are Federal or State law changes that will impact HHA directly?

Technical Overview

1. Describe the integration between your HR/Payroll solutions and other systems and applications, such as GL, recruiting or time and attendance. What types of interfaces are involved?

Hosted Services

1. Who provides your system hosting? At what level is the service?
2. Is site hosting internally or externally managed?
3. Where is your data center or hosting facility located?
4. Describe your software development lifecycle for ASP.
5. Describe the data security/accessibility of your hosted services center. Do you utilize SSL technology?
6. What is the migration process in upgrading to new versions and how does the upgrade process affect customization?
7. What is the standard rule base for incoming/outgoing traffic enforced by the Firewall?
8. What password authentication controls are utilized?
9. What Virus detection/scanning mechanisms are in place?
10. Do you have an off-site backup facility? If so, where is it located?

Service & Support

1. What is your customer service model?
2. How many payroll clients and individuals do you serve?
3. What is your payroll customer retention rate?
4. What is the average tenure of your payroll customers?
5. Do you use your website as a mechanism to provide support to your clients?
6. Describe your procedure for escalating support issues.
7. Will we be assigned a single, dedicated Service Representative, or is it a Call Center with different representative answering our questions?
8. What is the availability of a contact center?

Implementation

1. Does the system allow for the importing of initial payroll data?
2. Please explain your project management implementation process.
3. Please provide a sample payroll implementation project plan.
4. Is your firm able to meet the August 30, 2023 implementation timeline? If not, what is your implementation date?

Training

1. What types of payroll training do you offer customers?
2. What training materials do you provide?
3. What training options are available above and beyond basic payroll training.

Exhibit C
Evaluation Criteria

Proposals will be evaluated on the following criteria:

Factor	Description	Points
1	Experience and Qualification: Contractual and technical experience in performing work of similar size and scope. Qualifications of staff and adequacy of labor commitment to meet or exceed project timelines.	30
2	References: Assessment of vendor previous projects.	5
3	Project Approach/Methodology: Proposal demonstrates understanding of HHA needs and requirements. Project approach and methodology meets or exceeds project timelines and implementation/performance expectations.	25
4	Costs	40

Exhibit D

CONTRACT NO. 23-28

FOR

A HUMAN RESOURCE INFORMATION SYSTEM (HRIS) AND PAYROLL SYSTEM

BETWEEN

AND

THE HOUSTON HOUSING AUTHORITY

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

WITNESSETH:

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

WHEREAS, the HHA, or its affiliates or subsidiaries, owns its administrative office and certain multifamily housing developments, including certain multifamily housing developments (“Properties”);

WHEREAS the HHA requires a contract for human resource, payroll, and general ledger agency needs outlined in Exhibit A, (Scope of Work) in RFP 23-28.

WHEREAS the HHA, on **May 2023**, issued Request for Proposal 23-28 (“RFP 23-28”) including all exhibits, amendments, addenda, or modifications thereto, soliciting responses from qualified firms to contract for human resource and payroll services.

WHEREAS the HHA reviewed the responses it received to RFP 23-28 and determined that the response submitted by the Contractor represented the best overall value to the HHA.

¹ The Contract may also be referred to interchangeably as the “Agreement.”

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

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

1. The Contract Documents.

- 1.1 In addition to the foregoing document, this Contract shall include: (a) § I of Form 5370-C, as promulgated by the Department of Housing and Urban Development (“HUD”), and commonly known as “General Conditions for Non-Construction Contracts” (“Form 5370-C”); (b) RFP 23-28, including all exhibits, amendments, addenda, or modifications thereto (“RFP 23-28”); (c) Contractor’s Response to RFP 23-28, including all exhibits, addenda, or amendments thereto. Form 5370-C is attached hereto and incorporated by reference as if set forth fully herein. The parties agree to be bound by the terms of Form 5370-C and the contract documents as outlined herein.
- 1.2 Form 5370-C, RFP 23-28, and Contractor’s Response to RFP 23-28 are attached hereto as, respectively Exhibits 1, 2, and 3, and are incorporated by reference as if set forth fully herein.
- 1.3 In the event of a conflict between or among the contract documents, the following order of priority shall apply: (a) Form 5370-C; (b) the foregoing document; (c) RFP 23-28, and (d) Contactor’s Response to RFP 23-28. The Section 3 Form and the M/WBE Form shall receive the lowest priority in the event of a conflict between or among the contract documents.
- 1.4 A Contract document’s silence on a provision, issue, or term and condition found in another Contract document shall not be considered a conflict between or among the Contract documents.

2. Contractor’s Goods-Services.

- 2.1 The services to be performed-goods to be provided by the Contractor pursuant to this Contract shall include those items outlined in Exhibit A (Scope of Work) included in RFP 23-28.
- 2.2 The Contractor shall be required to provide all the necessary personnel, supervision, transportation, equipment, insurance, tools, supplies, materials, and any other item(s) or resource(s) needed to perform the services or goods outlined in Exhibit A (Scope of Work) included in RFP 23-28.
- 2.3 Absent the HHA’s written consent or written instruction, the Services-Goods under this Contract shall be performed by Contractor.
- 2.4 The HHA may designate a Project Manager during the period of performance.

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

3. Consideration and Payment.

- 3.1 In consideration of the services to be performed-goods to be provided by the Contractor, the HHA shall pay the Contractor an amount not to exceed _____ (\$_____), during the Contract term and in accordance with the _____ provided by Contractor in Contractor's Response to which is referenced herein as Exhibit _____.
- 3.2 Contractor shall receive payment after invoices have been submitted and work has been approved by HHA's Project Manager. Payment terms are net 30 days. Should Contractor receive payment by wire or electronic means, Contractor must provide HHA written confirmation and instructions signed by Contractor's duly authorized official before any type of electronic or wire payment will be made by HHA. Any changes to wire or electronic payment information must be submitted to HHA in writing and signed by Contractor's duly authorized official.
- 3.3 The Contractor will ensure that its services and goods are provided in a cost-efficient manner.
- 3.4 By the twentieth day of a given month, the Contractor, with respect to the services and goods provided under this Contract in the preceding month, shall provide the HHA with an invoice that includes: (a) an itemized list of the services and goods performed, (b) who performed the services and goods, (c) the Properties and amount at which the services and goods was billed; (d) the amount of time spent on the services and goods, measured in one-tenth of an hour increments, (3) costs incurred for reimbursable expenses, if any such expenses are reimbursable under this Contract. Invoices comporting with this section that are approved by the HHA shall be due and payable by the HHA no later than thirty days after receipt. Invoices may be sent by the Contractor to the HHA via the United States Postal Service or via email. If sent via email, an invoice shall be considered to be received by the HHA on the day the email was sent by the Contractor.
- 3.5 If the HHA does not approve of an invoice, or a part thereof, the HHA will, within seven business days after receipt of the invoice, provide the Contractor with written notice of adjustments that the HHA believes are warranted. If, within seven business days of receiving such notice from the HHA the Contractor does not present the HHA with additional detail or documentation to adequately support the disputed invoice (or portion thereof), then any adjustments made by the HHA to the invoice in question shall become binding upon the Contractor and the Contractor will waive any and all of its rights to dispute the adjusted invoice. If the Contractor responds timely within the

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

- 3.6 The HHA shall pay only the Contractor under this Contract. The HHA shall have no liability, directly or indirectly, for payment to the Contractor's employees, workers, agents, contractors, or subcontractors, if any. The Contractor agrees to indemnify, hold harmless, and defend the HHA and its employees, agents, affiliates, subsidiaries, representatives, and board members from any and all such claims.
- 3.7 **The Contractor is solely responsible for the payment of wages and any applicable benefits to workers for work performed under this contract. The Contractor shall be responsible for withholding federal and state income taxes, paying Federal Social Security taxes, maintaining unemployment insurance and maintaining workers' compensation insurance, in an amount and under such terms as required by the applicable laws of the State of Texas. THE HHA'S PAYMENT IS TO THE CONTRACTOR. HHA SHALL HAVE NO LIABILITY, DIRECTLY OR INDIRECTLY, FOR PAYMENT TO THE CONTRACTOR'S WORKERS OR TO SUBCONTRACTORS. THE CONTRACTOR SHALL INDEMNIFY AND HOLD THE HHA, ITS EMPLOYEES, REPRESENTATIVES, AND AFFILIATES HARMLESS FROM ANY AND ALL SUCH CLAIMS.**
- 3.8 **The HHA is not responsible to the Contractor or the Contractor's workers for payment of any overtime compensation or any additional payments pursuant to the Fair Labor Standards Act; the Texas Pay Day Act; the Equal Pay Act; Title VII of the Civil Rights Act of 1964, 42 U.S.C 2000e, *et al.*, as amended; or any provisions of the Texas Labor Code Ann., as amended. The HHA will not be responsible for overtime wages.**

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

- 4.1 This Contract shall have an initial term of XXX (X) year from the effective date. At its sole discretion, HHA shall have the option to renew this Contract for an additional XXX (X) years in one (1) year increments.
- 4.2 This Contract shall be signed by the HHA and the Contractor. The Contractor shall sign the Contract first, and after signing, shall deliver the original signed contract, along with any and all required payment bonds, performance bonds, and required proof of insurance, to the HHA for signature by the HHA. This Contract shall not become effective until it is executed by the HHA. The Contract's effective date shall be the date of execution by the HHA.

- 4.3 Execution of the Contract by the Contractor is a representation that the Contractor has visited the work site, become generally familiar with local conditions under which the Contractor is to perform its work, and correlated personal observations with the requirements set forth in the Contract.
- 4.4 Passage of the Agreement expiration date shall not extinguish or prejudice HHA's right to enforce this Agreement with respect to default or defect in performance that has not been cured.
- 4.6 Irrespective of any default hereunder, HHA may at any time cancel the contract in whole or in part. Should this occur, the Contractor shall be entitled to equitable compensation for all work completed and accepted by HHA's Project Manager prior to such termination or cancellation.

5. Confidentiality.

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

6. Contractor's Representations and Warranties.

- 6.1 The Contractor represents and warrants that it has all applicable licenses and registrations to engage in and perform the goods contemplated by this Contract. Unless otherwise stated herein, all local, State, or Federal permits or registrations which may be required to provide the goods to be provided by the Contractor shall be the sole responsibility of the Contractor and any costs submitted by the Contractor in its Response shall reflect all costs required by the Contractor to procure and provide such necessary permits and registrations.
- 6.2 The Contractor represents and warrants that the Contractor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree or have the potential of conflicting with the performance of its goods under the Contract or the impartial rendering of assistance or advice to the HHA. The Contractor further represents, covenants, and warrants that in the performance of the Contract no person having any such interest shall be employed. In the event the Contractor becomes aware of such an interest after the execution of this Contract, the Contractor shall immediately disclose the interest to the HHA in writing. The Contractor agrees that in carrying out its duties and responsibilities under this Agreement, it will neither undertake, nor cause, nor permit to be undertaken, any activity which either (i) is illegal under any laws, decrees, rules, or regulations in effect in Texas or the United States; or (ii) would have the effect of causing the HHA to be in violation of any laws, decrees, rules, or regulations in effect in Texas or the United States.

- 6.3 Contractor agrees that in connection with this Agreement or any extension thereof, it will update the Conflict of Interest Questionnaire and any other relevant forms required by law, HUD or HHA, as needed. Contractor further agrees to notify the HHA immediately of any conflict of interest relating to the subject matter of this Agreement.
- 6.4 The Contractor represents and warrants that in performing its goods under this Contract, it will comply with all applicable State of Texas laws and regulations pertaining to the provision of its goods under this Contract and that the Contractor will perform its goods in a good and workmanlike manner, with the same degree of skill, diligence, competency and knowledge which is ordinarily exhibited, possessed by and consistent with the professional standards that apply to the provision of such goods in metropolitan areas of similar size to Houston, Texas and other professionals in good standing in the same or similar field as Contractor.

7. Insurance.

- 7.1 The Contractor shall maintain the following insurance for the duration of this Contract, unless otherwise noted:
- a. Workers' compensation insurance in accordance with State of Texas rules and regulations for all employees providing work and services hereunder. The policy must be endorsed to contain a waiver of subrogation and a thirty (30) day notice of cancellation or non-renewal in favor of the HHA Fountainview.
 - b. Contractor Commercial general liability with a single limit for bodily injury of \$1,000,000.00 per occurrence and property damage limit of no less than \$1,000,000.00 per occurrence. The insurance may have a combined aggregate of coverage amounting to no less than \$2,000,000.00. Such insurance shall cover the operations of the Contractor under this Contract and shall protect the Contractor and its officers, agents, employees, and third-party vendors. against claims of bodily injury or death, including specifically such claims resulting from any form of sexual misconduct, physical injury and/or property damage to others as the result of the acts, errors and/or omissions of Contractor and its officers, agents, employees, and third-party vendors at the site locations of 2636 and/or 2640 Fountain View Dr. Such insurance shall also include coverage for completed operations and contractual liability. If the Contractor has a "claims made policy," then the following additional requirements apply: (i) the policy must provide a "retroactive date" which must be on or before the date the Contractor executes this Contract; and (ii) the extended reporting period may not be less than five years following the completion date of this Contract. Regardless of whether the Contractor's policy is claims made or per occurrence, HHA Fountainview must be named as an additional insured and the policy must be endorsed to be primary/noncontributory and to contain a waiver of subrogation in favor the HHA Fountainview. The policy must also

be endorsed with a thirty (30) day notice of cancellation or non-renewal in favor of the HHA Fountainview.³

- c. Automobile liability insurance covering owned, non-owned, hired and all vehicles used by the Contractor or its officers, employees, or agents with a combined single limit of not less than \$1,000,000.00 applicable to bodily injury, sickness or death and loss of, or damage to, property in any one occurrence. The HHA Fountainview must be named as an additional insured under this policy and this policy must be endorsed to be primary and to contain a waiver of subrogation in favor the HHA Fountainview. The policy must also be endorsed with a thirty (30) day notice of cancellation or non-renewal in favor of the HHA Fountainview.
- d. Umbrella/Excess Liability Insurance in the amount of \$2,000,000.00 providing excess limits over Workers' Compensation, Automobile Insurance, Professional Liability and General Liability Insurance. The HHA Fountainview must be named as an additional insured and this policy must be endorsed to be primary/noncontributory and contain a waiver of subrogation endorsement in favor of the HHA Fountainview. The policy must also be endorsed with a thirty (30) day notice of cancellation or non-renewal in favor of the HHA Fountainview.
- e. Errors and omissions professional liability insurance in an amount no less than \$2,000,000 and for a continuous period of at least three years following the completion of the Contractor's services under this Agreement. The policy shall provide for coverage for all work performed by the Contractor. The Contractor shall ensure that any subcontractors hired by the Contractor that perform work on the Contractor's behalf will maintain their own Errors and Omissions Professional Liability Insurance coverage in the amount of no less than \$2,000,000 and the Contractor shall obtain evidence of such insurance in a manner satisfactory to the HHA Fountainview and provide such evidence to the HHA Fountainview upon the HHA Fountainview's request. The policy must also be endorsed with a thirty (30) day notice of cancellation or non-renewal in favor of the HHA Fountainview.

7.2 Before commencing its performance of any work or goods under this Contract, the Contractor, at the request of the HHA, shall provide the HHA with copies of the applicable certificates of insurance, policies, declarations, and endorsements for the required coverages listed above so that the HHA may confirm: (a) that said coverages are valid and in effect; (b) that it is named as an additional insured under the Contractor's comprehensive general liability insurance policy ("CGL"), umbrella/excess liability insurance, errors and omissions/professional liability insurance and its automobile

³ It is understood that HHA currently is the policyholder of a Commercial General Liability Policy which covers the subject properties, as well as its officers, employees, invitees and its third-party vendors.

liability insurance policy; (c) that none of the required policies may be cancelled or non-renewed until at least thirty days prior written notice has been provided to the HHA; (d) that the Contractor's CGL policy, umbrella/excess liability and automobile policy are primary; and that (e) the Contractor's CGL policy, workers' compensation, umbrella/excess liability insurance and automobile policy contain waivers of subrogation in favor of the HHA. All certificates of insurance must reference this job/project and contract number.

- 7.3 All insurance shall be carried with companies that are financially responsible and admitted to do business in the State of Texas. The Contractor shall not permit the insurance policies required for this Contract to lapse during any period for which this Agreement is in effect.
- 7.4 The insurance requirements in this section are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by the Contractor under this Contract, including, but not limited to, liability assumed by the Contractor pursuant to section 8 of this Contract.
- 7.5 The Contractor shall be solely responsible for any premiums, deductibles, or self-insured retentions that may apply to the insurance coverages required in this Contract.
- 7.6 The Contractor shall require each of its subcontractors, if any, to provide the coverages noted in this section, unless such coverages are waived or reduced in writing by the HHA.

8. INDEMNITY AND HOLD HARMLESS.

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

8.2 THE CONTRACTOR SHALL BE RESPONSIBLE FOR, AND SHALL RELEASE AND HOLD HARMLESS THE HHA FROM ANY LIABILITY FOR, ALL DAMAGE AND LOSS SUSTAINED BY IT TO ITS TOOLS AND EQUIPMENT UTILIZED IN THE PERFORMANCE OF GOODS, OR THE PERFORMANCE OF ANY SUBCONTRACTORS' GOODS, HEREUNDER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SATISFYING ALL DEDUCTIBLES UNDER ITS POLICIES WITHOUT REIMBURSEMENT FROM THE HHA AND THE DEDUCTIBLE PORTION OF ANY LOSS SHALL NOT BE EXCLUDED FROM THE CONTRACTOR'S INDEMNITY OBLIGATION.

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

9. Notices.

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

HHA

EMAIL:
PHONE:

CONTRACTOR

EMAIL:
PHONE:

10. Compliance with Federal Laws and Regulations

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

- The requirements of Title VII of the Civil Rights Act of 1968 and Title VI of the Civil Rights Act of 1964, relating to prohibitions against discrimination in housing and the benefits of federally funded programs because of race, color, religion, sex, or national origin;
- The prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, the prohibition against discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act;

- All federal and state laws, rules and regulations related to energy efficiency and resource conservation;
- The requirements of Executive Order 11246 relating to equal employment opportunity in connection with federally funded programs;
- The requirements of Section 3 of the Housing and Urban Development Act of 1968 relating to training and employment of individuals and contracting for business opportunities in metropolitan areas in which federally funded programs are being operated; and
- The requirements of Executive Orders 11625, 12432 and 12138 to implement Minority Business Enterprise (“MBE”) and Women’s Business Enterprise (“WBE”) participation goals in federal agencies’ programs.

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

- 11.1 When subcontracting, the Contractor agrees to utilize its good faith and best efforts to subcontract a sufficient dollar amount with M/WBE’s certified as such or recognized by the HHA as certified M/WBE in an effort to meet the HHA’s goal of a minimum of 30% of the final contract dollars being expended on one or more M/WBEs. All adjustments that cause the contract price to increase will also increase the total amount that the Contractor must expend on M/WBEs.
- 11.2 The Contractor hereby specifically agrees to adhere to the M/WBE Participation Plan as submitted by the Contractor and attached hereto as Exhibit [Click here to enter text.](#)
- 11.3 The Contractor further agrees to adhere to the Section 3 Business Certification as submitted by the Contractor within its Response, attached hereto as Exhibit [Click here to enter text.](#)

12. Records.

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

13. Independent Contractor.

- 13.1 The Contractor is an independent contractor of the HHA and not an employee of the HHA. Nothing contained in the Contract will be deemed or construed to create a partnership between the Contractor and the HHA. The Contractor will have no authority to create any obligation or make representations or warranty binding on the HHA. All personnel supplied or used by the Contractor in connection with this Contract will be deemed employees, agents, or subcontractors of the Contractor and will not be considered employees, agents, or subcontractors of the HHA for any purpose whatsoever. The Contractor is solely responsible for payment of wages and overtime to the Contractor's employees. By entering into this Contract, the Contractor and the HHA are not entering into a joint employment relationship or an employment relationship of any kind.
- 13.2 The Contractor agrees to comply with all applicable federal and state laws pertaining to the proper classification of workers. Additionally, the Contractor is aware that in accordance with Section 214.008 of the Texas Labor Code, contractors and subcontractors who fail to properly classify individuals performing work under a governmental contract will be penalized \$200.00 for each individual that has been misclassified.

14. Subcontracts.

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

15. Non-Appropriation.

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

16. Proprietary Information.

- 16.1 The Contractor shall maintain the confidentiality of all proprietary information provided to it by the HHA. Information in the public domain, or otherwise obtained independently by the Contractor, is not considered confidential.
- 16.2 Any programs, data, or other materials furnished by the HHA for use by the Contractor concerning the goods performed under the Contract shall remain the sole property of the HHA.

17. Ownership of Work Product.

- 17.1 All drawings, designs, specifications, manuals, reports, studies, surveys, models, software, source code and source code documentation, documentation or system architecture and any other documents, materials, data and products (“Work Product”) prepared or assembled by the Contractor or its subcontractors pursuant to this Contract shall be the exclusive property of the HHA and copies of all Work Products shall be delivered to the HHA upon the completion or termination of the Contract. The Contractor hereby assigns to the HHA ownership of all right, title and interest in and to such Work Products, including ownership of any copyright, patent, trademark, trade secret, or other intellectual property or proprietary rights in the Work Product. Further, Contractor hereby grants to the HHA a perpetual, royalty-free, paid-in-full, nonexclusive and irrevocable license to copy, reproduce, perform, dispose of, or use, in whole or in part, the Work Product and to authorize others to do so. The Contractor also agrees to execute all papers necessary for the HHA to perfect its ownership of the rights in the Work Product.

18 Criminal Background Checks Required.

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

19. Special Requirements.

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

20. Time.

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

21. Tax Exempt Status.

- 21.1 The HHA is a unit of government and its functions are governmental functions. Its property is public property used for essential public and governmental purposes. By virtue of Section 392.005 of the Texas Local Government Code (the “Housing Authorities Law”), the HHA and its property are exempt from all taxes, including sales

tax. A copy of the Tax Exemption Certificate will be provided to the Contractor, if required.

22. Cooperation with HHA.

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

23. Miscellaneous.

- 23.1 *Legal Construction/Severability.* HHA and Contractor agree, that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by the party of that or any other provision of this Agreement. Whenever context requires, the singular will include the plural (and vice-versa) and references to gender shall include the masculine and feminine. Article and section headings in this Contract are for reference only and are not intended to restrict or define the text of any section or article herein. This Contract shall not be construed more or less favorably by reason of the authorship or origin of its language; this Contract shall not be construed against the drafter in the event of an ambiguity (or otherwise).
- 23.2 *Limitation of Liability.* In no event shall the HHA be liable to the Contractor for any indirect, incidental, or exemplary damages.
- 23.3 *Own Investigation.* The Contractor represents and warrants that it entered this Contract based solely on its own investigation and due diligence and not on reliance on any statements, representations, or omissions of the HHA unless otherwise noted in this Contract. The Contractor represents and warrants that it is fully satisfied that it has received any information it requested from the HHA in order to determine whether to enter this Contract. The Contractor expressly disclaims any reliance on any representation, statement, or omission by the HHA with respect to this Contract, including the Contractor's decision to enter this Contract, unless otherwise noted herein.
- 23.4 *Venue and Choice of Law.* Venue for any legal action arising from or relating to this Contract shall exclusively lie in Harris County, Texas. The laws of the State of Texas shall govern and control any dispute that arises from or relates to this Agreement. In the event of any litigation arising from or related to this Agreement, or the goods provided under this Agreement, each party will be responsible for its own costs incurred including staff time, court costs, attorney fees, and all other related expenses incurred in such litigation.

- 23.5 *Notice of Court Actions.* The Contractor agrees to give the HHA immediate notice in writing of any actions or suits filed and prompt notice of any claims made against the HHA or any of the parties involved in the implementation and administration of the Contract.
- 23.6 *Integration.* This Contract, along with the attached Exhibits, contains the complete agreement of the Parties and cannot be varied except by the Parties' written agreement. The Parties agree that there are no oral agreements, representations, or warranties that are not expressly set forth in this Contract.
- 23.7 *Waiver of Default.* It is not a waiver of or consent to default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedy set forth in this Contract does not preclude pursuit of other remedies in this Contract or that are provided by law.
- 23.8 *Non-Waiver.* No covenant or condition of the Contract may be waived except by written consent of the waiving party. Forbearance or indulgence by one party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the other party to which the same may apply, and until complete performance of any covenant or condition, the aggrieved party shall be entitled to invoke any remedy available to it under the Contract or by law or in equity despite such forbearance or indulgence. Unless otherwise stated herein, this Contract cannot be modified or altered in any way without the express written consent of the parties hereto.
- 23.9 *Remedies Cumulative.* All rights and remedies of HHA and Contractor shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of HHA according to law.
- 23.10 *Legal and Regulatory Compliance.* All activities under this Agreement shall comply with all applicable local, state and federal laws, ordinances and regulations. This Agreement shall automatically be amended as necessary to comply with all applicable local, state and federal laws, ordinances and regulations, including incorporation of any provisions now or hereafter applicable to the subject matter hereof and/or required to be included by any federal, state or local governmental authority with relevant jurisdiction over the subject matter hereof. Any such change or incorporation of legal and regulatory requirements shall be deemed incorporated herein, irrespective of whether or not such provisions are expressly set forth in this Agreement or any written amendment hereto.
- 23.11 *Assignment.* The Contractor shall not assign, subcontract, or transfer any goods, obligations, or interest in this Contract without the prior written consent of the HHA. Such consent shall not unreasonably be withheld when such assignment is for financing the Contractor's performance.

- 23.12 *Successors and Assigns.* This Contract shall be binding on and inure to the benefit of the parties to this Contract and their respective heirs, executors, administrators, legal representatives, successors, and assigns, if any.
- 23.13 *No Third-Party Rights.* Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of third party against either the HHA or the Contractor.
- 23.14 *Amendment.* This Agreement may only be amended by a written amendment signed by the authorized agents of both parties.
- 23.15 *Survival.* The terms, conditions, representations, and all warranties contained in this Agreement shall survive the termination or expiration of this Agreement.
- 23.16 *Publicity.* Contractor shall not use in its advertising, marketing or other promotion efforts; any data, pictures or other representation of HHA except on prior specific written authorization from the HHA President/CEO or designee.
- 23.17 *No Personal Inducements.* Contractor acknowledges and agrees that HHA requires all Contractors to adhere to basic principles in conducting business with HHA. These principles include no direct or indirect personal inducement of HHA employees or Commissioners, such as the giving of gifts, money, tickets, trips, loans, discounts or any other item or service in connection with this Agreement. Contractor further acknowledges and agrees that breach of these principles may be grounds for termination of this Agreement.
- 23.18 *Force Majeure.* Neither party hereto will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including, but not limited to acts of God, strikes, epidemics, pandemics, disease, war, acts of terrorism, riots, civil disorder or unrest, flood, fire, tsunami, volcano, sabotage, air space closure, ground stop(s), a U.S. Department of State Travel Warning or any other circumstances of like character ("force majeure occurrence").
- 23.19 *Other:* Contractor shall adhere to all federal, state and local laws and ordinances, as well as standards and recommendations outlined by the World Health Organization (WHO); Centers for Disease Control (CDC) and Occupational Safety and Health Administration (OSHA), and any other standards or procedures applicable to Contractor as it relates to the health, safety and welfare of tenants, residents, guests, HHA employees and others who may be involved in the execution of this Agreement.
- 23.20 *Authority.* Contractor represents and warrants that Contractor has the power and authority to enter into and perform this Agreement and that this Agreement, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms.

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

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

IN WITNESS THEREOF,

HOUSTON HOUSING AUTHORITY

CONTRACTOR

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

By: _____

Date: _____

Date: _____

Contract No. 23-28