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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, 4,200 living in 19 public housing and tax credit developments, and an additional 716 in project-based voucher developments around the city.

END OF SECTION I

II. SPECIAL TERMS AND CONDITIONS

2.0 INTENT

2.1 HHA is seeking the services of a Real Estate Broker to perform the work specified in Exhibit A Scope of Work.

3.0 PERIOD OF PERFORMANCE

3.1 Any contract issued as a result of this solicitation may have an initial Period of Performance of two (2) years, with HHA having the option to extend the contract three (3) 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	July 1, 2024
Deadline for the submittal of written questions to Purchasing@housingforhouston.com	5 P.M. CT July 10, 2024
Deadline HHA will post answers to written questions to Houston Housing Authority	4 P.M. CT July 12, 2024
Deadline for the receipt of sealed responses	2 P.M. CT July 18, 2024

Note: Interested parties are responsible for monitoring HHA's website to stay informed of any Amendments that may affect this solicitation.

5.0 SCOPE OF WORK (SOW)

5.1 All services shall be provided per Exhibit A Scope of Work (SOW) attached herein this solicitation.

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 the responses.

- 6.2 HHA reserves the right to make multiple awards(s), reject responses at its discretion, request additional information from proposers, select the successful proposers(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. Non-conforming responses to will be considered non-responsive by HHA and no further consideration to the response will be given.
- 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 them when they are in the possession of HHA.
- 7.2 All responses must conform with the following submittal preparation.
- 7.2.1 Download the entire and completed response documents on a unlocked flash drive. The company's name or initials should be placed/etched/marked on the flash drive.
- 7.2.2 Verify the accuracy and the contents of the flash drive and response to the solicitation prior to submitting to HHA.
- 7.2.3 Both the flash drive and completed response to the solicitation must be submitted in a **Sealed Package/Envelope/Box and/or Courier Package** to HHA by the specified due date and time.
- 7.2.4 HHA does not accept digital or faxed submittal of the responses for this solicitation. Submittal may at the respondent's discretion be hand delivered, mailed, and/or courier delivered by the specified due date and time.
- 7.3 "HHA" will accept one **(1) original version in a three-ring binder** of the responses which may be hand delivered, courier delivered or mailed to the location specified on page 1. Each response **must** be tabbed, numerically sequenced, and contain the following:
- 7.3.1 **Cover Letter (CL)**
- 7.3.1.1 The CL must be on company letterhead, the company's EIN or TIN, signed by an authorized official of the company with their title, phone number, and e-mail address.
- 7.3.1.2 The CL should acknowledge the receipt and review of this solicitation, and the any Amendment(s) issued by HHA.
- 7.3.1.3 Submit a copy of the company's W-9 (Request for Taxpayer Identification Number and Certification).
- 7.3.2 **Company Profile**
- 7.3.2.1 Provide the EIN.

- 7.3.2.2 Provide an overview of your company, include the number years in business, and indicate the type of services your Firm can offer HHA.
- 7.3.2.3 Indicate the level of experience your company has with providing the type of services specified in Exhibit A.

Note: HHA's Evaluation Committee will use this information to assign a score per item 1 of Exhibit B Evaluation Criteria.

7.3.3 Demonstrated Relevant Experience or Qualifications of the Proposed Staff

7.3.3.1 Provide:

- 7.3.3.1.1 An organizational chart, and resumes of key personnel who will be associated with performing the SOW described herein.
- 7.3.3.1.2 Relevant documentation of having the necessary certifications, production, structure, technical equipment and facilities, or the ability to obtain them for this solicitation.

Note: HHA's Evaluation Committee will use this information to assign a score per item 2 of Exhibit B Evaluation Criteria.

7.3.4 Past Performance (References)

- 7.3.4.1 Five (5) past and current business references for the last two (2) years related to the work specified in the Scope of work (SOW).
- 7.3.4.2 Within each business references, contact information such as the company name, contact person's name, title, company address, telephone number, and email address.
- 7.3.4.3 If company has been in business for less than five (5) years:
 - a. The company may provide two (2) solicitation related business references;
 - b. A certified statement indicating the start date of the business and how long from the start date the company has been in business, and;
 - c. A statement of good business standing from the provided two (2) business references on your company's delivery or performance schedule.

Note: HHA's Evaluation Committee will use this information to assign a score per item 3 of Exhibit B Evaluation Criteria.

7.3.5 Fees

- 7.3.5.1 Indicate all fees associated with performing the work specified in Exhibit A Scope of Work.

Note: HHA's Evaluation Committee will use this information to assign a score per item 4 of Exhibit B Evaluation Criteria.

7.3.6 **Project Planning**

- 7.3.6.1 Propose the titles, experience and certifications for those individuals who will be directly involved in performing the work specified herein.
- 7.3.6.2 Key personnel demonstrates the capacity and ability to perform the work as outlined in the SOW, including any required certifications.

Note: HHA's Evaluation Committee will use this information to assign a score per item 5 of Exhibit B Evaluation Criteria.

7.3.7 Attachment A: **Declaration**

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

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

7.3.10 Attachment D: **Section 3 Utilization and Commitment**

7.3.11 Attachment E: **Conflict of Interest (CIQ) Form**

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

7.3.13 Attachment G: **Instructions to Offerors Non-Construction (Form HUD-5369-B)**

7.3.14 Attachment H: **General Conditions for Non-Construction Contracts (HUD-5370- C1)**

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

END OF SECTION II

III. GENERAL TERMS AND CONDITIONS

8.0 AMENDMENTS

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

9.0 AVAILABILITY OF RECORDS

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

10.0 BASIS FOR AWARD

10.1 See Section 6.0.

10.2 Interested parties are responsible for ensuring they submit all completed and signed 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 interested party, and no relief shall be given for errors or omissions by the interested party.

10.2.1 Failure to provide all completed and signed documents referenced and incorporated in this solicitation will result in a determination of non-responsive and no further consideration will be given to your bid.

11.0 CANCELLING THE SOLICITATION

11.1 HHA may cancel this solicitation at any time, and when it is in its best interests to do so. HHA is not responsible for any costs associated with the cancellation of this solicitation.

12.0 CONFIDENTIALITY OF SUBMITTALS

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

13.0 **ETHICAL BEHAVIOR**

13.1 Interested Firms shall not:

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

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

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

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

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

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

14.2 The successful bidder(s)/proposer(s) will:

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

14.2.2 Meet the requirements of:

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

14.2.2.2 Executive Orders (EO's):

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

15.0 **INFORMALITIES**

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

- 15.1.1 Minor informalities are matters of form rather than substance. They are minor mistakes that can be waived or corrected without prejudice to the other proposers/bidders and have little or no effect on the price, quantity, quality, delivery, or contractual conditions.
- 15.1.2 HHA will accept up to three (3) failure to sign a document(s) that do not require notarization, and no more than three (3) unsigned forms as minor informalities. This number is limited to three (3) minor informalities. Unsigned documents/forms do not include unsigned price or supplemental price sheets and the (BOM).
- 15.1.4 Failure to provide any of the documents listed in Section 8, will be considered a 'Non-Responsive Bid' and no further consideration will be given to the proposal.

16.0 **INSURANCE**

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

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

- 17.1 Refer to HUD Form: 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. (Refer to Section 6 of Form G.)

18.3 Review of Mistakes

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

18.4 Mistakes After Solicitations Are Opened

- 18.4.1 If this solicitation is soliciting bids, then in general, bidders will not be permitted to change a bid after bid opening. In rare cases, HHA may permit the revision of a bid if the bidder is able to present clear and convincing evidence, acceptable to HHA, of a mistake and the intended bid price.

Allowing changes to bids without appropriate evidence may compromise the integrity of the public bid process and serve to undermine public confidence in HHA's bidding process. Therefore, HHA will request as much evidence as it deems necessary. Examples of evidence may include: original work papers, bids from suppliers and subcontractors used to develop the bid, bonding or insurance evidence supporting a different bid price, etc. Failure or refusal by a bidder to provide adequate evidence shall result in the original bid remaining unchanged. Consultation with HHA's Legal Dept. will occur before authorization is given to change a bid. If justified, a low bidder can be replaced with the next lowest bidder.

19.0 **PAYMENTS**

- 19.1 HHA will process all invoices after the work has been approved by HHA's Project Manager. Payment terms are net 30 days.
- 19.2 Irrespective of any default hereunder, HHA may at any time cancel the contract in whole or in part. Should this occur, the successful bidder/proposer shall be entitled to equitable compensation for all work completed and accepted by HHA's Project Manager prior to such termination or cancellation.

20.0 **PERMITS**

- 20.1 The successful proposer(s) shall obtain and pay (independent of HHA), all permits, certificates, and licenses required and necessary for the performance of the work specified herein. Furthermore, they shall post all notices required by law, and shall comply with all laws, ordinances, and regulations which may affect their performance.
- 20.2 Interested Parties **MUST** register at [SAM.gov | Home](https://www.sam.gov) before the opening date and time of the solicitation.
- 20.3 Provide proof of registration of [SAM.gov | Home](https://www.sam.gov). Failure to register and provide proof of registration would be considered non-responsive to the requirements of the solicitation.

21.0 **PROJECT MANAGER**

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

23.0 **REMOVAL OF EMPLOYEES**

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

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

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

24.0 **RESERVATION OF RIGHTS**

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

26.0 **STANDARDS OF CONDUCT**

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

27.0 **SUBCONTRACTING**

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

28.0 **TAXES**

28.1 HHA 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. HHA 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 HHA.

31.0 **SUPPLEMENTS**

31.1 The following documents are considered part of this solicitation and must be included, completed and signed where applicable:

- Attachment A: Declaration
- Attachment B: Non-Collusive Affidavit
- Attachment C: M/WBE Participation
- Attachment D: Section 3 Requirements and Commitment
- Attachment E: Conflict of Interest (CIQ) Form
- Attachment F: Representations, Certifications and Other Statements Public 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 (Form HUD 5370-C Section I)
- Exhibit A: Scope of Work (SOW)
- Exhibit B: Evaluation Criteria

END OF SECTION III