



**HOUSTON**  
HOUSING AUTHORITY

Transforming Lives & Communities

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2640 Fountain View Drive, Houston, Texas 77057 | 713.260.0600 |

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**REQUEST FOR PROPOSAL (RFP)**  
**RFP 24-44**

The Houston Housing Authority and its affiliates and subsidiaries (“HHA”), has issued this solicitation with the intent to establish a contract with a qualified firm(s) to assist in the creation of a transformation plan for Irvinton Village, in accordance with the requirements specified herein.

Interested parties who wish to respond to this solicitation will submit the required documents to the below individual by **2:00 P.M. Central Daylight Time (CDT) January 22, 2025:**

**Houston Housing Authority (HHA)**

**Attn: Austin Crotts**

**Re: RFP 24-44 Master Planning Firm(s)**

**DO NOT OPEN**

**2640 Fountain View Drive, Houston, Texas 77057**

**Interested parties are encouraged, to check the HHA website prior to the submission of their sealed response to ensure they are aware of any Amendment(s) that may affect this solicitation.**

**Interested parties shall send an e-mail acknowledgement to [Purchasing@housingforhouston.com](mailto: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.**

**HHA will handle late submissions in accordance with Section 6 of HUD Form: Instructions to Offerors Non-Construction HUD Form 5369-B.**

Questions regarding this solicitation will be sent via e-mail to [Purchasing@housingforhouston.com](mailto:Purchasing@housingforhouston.com) with “**RFP 24-44**” in the subject line by the date and time listed in Section 4.0 of this solicitation. Any changes to the requirements specified herein will be done via an Amendment.

12-23-2024

**Date**

*Austin Crotts*

**Austin Crotts**

**Procurement Manager**

**Houston Housing Authority (HHA)**



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

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# **I. ORGANIZATION OVERVIEW**

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

- 1.1 HHA is defined as Houston Housing Authority and all of its affiliates and subsidiaries.
- 1.2 Houston Housing Authority (HHA) and its affiliates and subsidiaries, are 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. HHA 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.
- 1.3 The property of HHA and its affiliates and subsidiaries, are 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.
- 1.4 HHA and its affiliates and subsidiaries enters into and executes contracts and other instruments that are necessary and convenient to the exercise of its powers.
- 1.5 HHA and its affiliates and subsidiaries 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.
- 1.6 HHA and its affiliates and subsidiaries 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 (HCVP), 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 The Houston Housing Authority (HHA) is requesting proposals from qualified, experienced professional Master Planning firms to assist in the creation of a Transformation plan for the Irvinton Village – Near Northside Neighborhood. HHA received a Choice Neighborhood Planning Grant on September 9, 2024, for the Near Northside and will select one firm to assist in the completion of all requirements under the Planning Grant in accordance with all HUD Choice Neighborhood requirements.

### 3.0 PERIOD OF PERFORMANCE

3.1 Any contract issued as a result of this solicitation may have an initial Period of Performance of three (3) years. HHA will have the option to extend the contract one (1) additional year.

### 4.0 PROCUREMENT SCHEDULE

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

<u>EVENT</u>	<u>DATE</u>
<b>Date Solicitation Advertised</b>	<b>December 27, 2024</b>
<b>Deadline for the submittal of written questions to <a href="mailto:Purchasing@housingforhouston.com">Purchasing@housingforhouston.com</a></b>	<b>4:00 PM CT January 7, 2025</b>
<b>Date HHA will post the answers to questions submitted by the due date and time.</b>	<b>5:00 PM CT January 9, 2025</b>
<b>Deadline for the receipt of sealed responses</b>	<b>2:00 PM CT January 22, 2025</b>

**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 who 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 **will 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 are 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 will conform with the following submittal preparation.
  - 7.2.1 Download the entire solicitation package and a completed response of the required forms and/or documents on a unlocked flash drive. The company's name or initials shall be placed/etched/marked on the flash drive.
  - 7.2.2 Prior to submitting to HHA, verify the accuracy and contents of the flash drive and the response submittal package.
  - 7.2.3 Both the flash drive and completed response to this solicitation will 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. It is at the respondent's discretion to either hand delivered, mailed, and/or courier delivered the solicitation's response by the specified due date and time.
- 7.3 HHA will accept one **(1) original version of the response inside a three-ring binder**; which will be hand, courier delivered or mailed to the location specified on page 1 of this solicitation. The response **will** be tabbed, numerically sequenced, and shall contain the following:
  - 7.3.1 **Cover Letter (CL)**
    - 7.3.1.1 The CL will be on the company letterhead , with the company's EIN or TIN, and signed by an authorized official of the company with their title, phone number, and e-mail address.

- 7.3.1.2 The CL shall acknowledge the receipt and review of this solicitation, and of 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 an overview of your company, including the number of years the firm has been in business.
- 7.3.2.2 Provide the EIN.
- 7.3.2.3 Indicate the level of experience your company has with providing the type of services specified herein.

### 7.3.3 **Quality of Proposal**

- 7.3.3.1 Proposal is complete and addresses the proposal requirements and additional materials.
- 7.3.3.2 Compelling narrative that demonstrates writing skills.
- 7.3.3.3 Demonstrated grasp of the work required, including a description of the planning process addressing each item in the Scope of Work.
- 7.3.3.4 A representative list of community engagement plans the firm has written as well as two samples.

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

### 7.3.4 **Demonstrated Success**

- 7.3.4.1 List the community engagement plans the proposer has prepared for housing development and/or neighborhood revitalization projects, and details that illustrate the success of those plans. Include the name, address and telephone number of client contacts for each.

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

### 7.3.5 **Qualifications**

- 7.3.5.1 An organizational chart, and resumes of key personnel who will be associated with performing the SOW described herein.
  - 7.3.5.1.1 State the general qualifications, specialized qualifications and professional competence in areas directly related to this RFP.

### 7.3.5.2 Business References:

- 7.3.5.2.1 Five (5) past and current business references for the last two (2) years related to the work specified in the Scope of work (SOW).
- 7.3.5.2.2 Within each business references, current contact information such as the company name, contact person's name, title, company address, telephone number, and email address.
- 7.3.5.2.3 Relevant documentation of having the necessary certifications, production, construction, technical equipment and facilities, or the ability to obtain them for this solicitation.
- 7.3.5.2.4 If company has been in business for less than five (5) years:
  - a. The company will provide two (2) solicitation related business references;
  - b. Within each business references, current contact information such as the company name, contact person's name, title, company address, telephone number, and email address;
  - c. A certified statement indicating the start date of the business and how long from the start date the company has been in business, and;
  - d. A statement of good business standing from the two (2) business references describing your company's delivery or performance schedule.

### 7.3.5.3 Subcontractor/Joint Venture Information (Optional)

- 7.3.5.3.1 Identify whether your firm intends to use any subcontractors to perform these services and/or if the proposal is a joint venture with another firm. All preceding information required from the proposer must also be included for any major subcontractors (10% or more) or any joint ventures.

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

### 7.3.6 Choice Neighborhood Initiative Experience

- 7.3.6.1 Provide supporting documentation for at least three (3) projects demonstrating experience of neighborhood Transformation Plans under HUDs Choice Neighborhood Planning grants.

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

### 7.3.7 **Cost**

- 7.3.7.1 Provide the pricing and/or costs to perform the scope of work as outlined in Exhibit A.
- 7.3.7.2 Include hourly rate for any additional work, outside of what is outlined in this RFP, that HHA may request. This hourly rate will be applicable to the work beyond those proposed in the lump sum amounts associated Community Engagement and with the preparation of a Choice Neighborhoods Implementation Grant application.

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

7.3.8 Attachment A: Declaration

7.3.9 Attachment B: Non-Collusive Affidavit

7.3.10 Attachment C: M/WBE Participation

7.3.11 Attachment D: Section 3 Utilization and Commitment

7.3.12 Attachment E: Conflict of Interest (CIQ) Form

7.3.13 Attachment F: HUD Form 5369-A- Representations, Certifications and Other Statements Public Housing Programs

7.3.14 Attachment J: HUD form SF-LLL Disclosure of Lobbying Activities

7.3.15 Attachment K: HUD form 50071 Certification of Payments to Influence Federal Transactions

7.3.16 Attachment L: HUD form 50070 Certification for a Drug-Free Workplace

- 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) and/or clarification(s) affecting this solicitation will be issued in the form of an Amendment by HHA prior to the specified due date on page 1 of this solicitation. 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 instruction(s), interpretation(s), or representation(s) 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 (HUD), the Inspector General of the United States (IG), 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 that they submit a complete and signed documents and/or forms 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 an entire completed and signed submittal documentation(s) referenced and incorporated in this solicitation will result in a determination of non-responsive and no further consideration will be given to the 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 Responses submitted for this submittal, will not be opened publicly. All submittals and information provided to HHA, shall remain confidential until all negotiations are completed and a Notice of Award is issued.

12.2 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.

- 12.3 Solicitation documentation(s) submitted by an Offeror identified/tagged/marked as confidential will 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 will 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 minor 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 incidents that include: three (3) failures 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).
- 15.1.3 Failure to provide any of the documents listed in Section 8, will be considered a nonresponsive bid, and no further consideration will be given to the proposal.

## 16.0 INSURANCE

- 16.1 **Insurance Requirements.** Prior to award (but not as a part of the bid submission) the *successful bidder* will be required to provide HHA will require proof of insurance from the successful bidder for the Period of Performance of this solicitation/fully executed contract
- 16.1.1 Insurance Certificate. The successful bidder will instruct its insurance broker or carrier to deliver directly to HHA designee (by email is preferred) the insurance certificates detailed within the instructions of a Notice of Award (NIA) letter. NOTE: The apparent successful bidder will NOT deliver these certificates—the insurance broker or carrier will do so.
- 16.1.2 **Workers Compensation Insurance.** An original certificate of the bidder's current industrial (worker's compensation) insurance carrier and coverage amount (NOTE: Workers Compensation Insurance will be required of any Contractor that has employees other than just the owner working on-site to provide the services);
- 16.1.3 **General Liability Insurance.** An original certificate of the General Liability coverage, naming Houston Housing Authority (HHA) as an additional insured, together with the appropriate end
- 16.1.4 Include endorsement(s) to each policy reflecting the addition of the Agency as an additional insured under said policy (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000, together with damage to premises and fire damage of \$50,000 and medical expenses any one person of \$5,000), with a maximum deductible amount of \$5,000;

**16.1.5 Automobile Insurance.** An original certificate showing the bidder's automobile insurance coverage in a combined single limit of \$1,000,000. For every vehicle utilized during the term of this program, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$100,000/\$300,000 and medical pay of \$5,000.

**16.1.6 City/County/State Business License.** If applicable, a copy of the bidder's business license allowing that entity to provide such services within the City of Houston, and/or the State of Texas.

**16.1.7 Business and/or Professional Certificate(s).** HHA will request and require from the successful bidder to provide the specified insurance certificates and licenses, prior to contract execution).

## 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 Proposers/bidders will be bound by their submittals (the "firm bid rule"), however, circumstances may require correction or a withdrawal of the bid or proposal.

18.1.2 With the timely notice to HHA, 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 notice prior to the opening of the solicitations.

18.3 Review of Mistakes

18.3.1 After the solicitation(s) is/are opened, HHA will review all submittals to verify the completeness and adheres to the submittal requirement.

18.3.2 If a submittal appears to have a mistake/minor informality(ies), HHA will notify the interested party(ies) of any apparent mistake(s)/minor informality(ies) in his/her submittal, and request to correct the mistake/minor informality(ies) within three (3) days of the request.

18.4 Mistakes After Solicitations Are Opened

18.4.1 If this is a solicitation for bids, and the bids have been opened, bidders will not be permitted to change a bid after bid opening.

- 18.4.2 With discretion, 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 that pertains to the intended bid price.
- 18.4.3 HHA will not allow changes to bids without appropriate evidence. By not allowing changes without appropriate evidence, this prevents the compromise to the integrity of the public bid process that could serve to undermine public confidence in HHA's bidding process.
- 18.4.4 HHA will request the evidence that would be necessary to decide to allow the change.
- 18.4.5 Failure or refusal by a bidder to provide adequate evidence shall result in the original bid remaining unchanged.
- 18.4.6 Consultation with HHA's Legal Dept. will occur before authorization is given to change a bid. When justified, a highest ranked bidder can be replaced by the next highest ranked 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 HHA has at its discretion to 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 **WILL** register at **SAM.gov | Home** before the opening date and time of the solicitation.
- 20.3 Provide proof of registration of **SAM.gov | Home**. Failure to register and provide proof of registration would be consider non-responsive to the requirements of the solicitation.

## 21.0 **PROJECT MANAGER**

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

## 22.0 **QUESTIONS**

- 22.1 Interested parties shall follow the instructions on page 1 when 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 will request the successful contractor(s) 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 will possess the necessary required license(s) to do business in Houston/Harris County and the State of Texas.

The Offeror shall comply with the governing 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 will 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: HUD Form 5369-A-Representations, Certifications and Other Statements  
Public Housing Programs
- Attachment G: HUD Form 5369-B -Instructions to Offerors Non-Construction
- Attachment H: HUD Form 5370-C Section I- General Conditions for Non-Construction  
Contracts
- Attachment I: HUD Form 51915-A- Contract Provisions Required by Federal Law
- Attachment J: HUD Form SFLLL Disclosure of Lobbying Activities
- Attachment K: HUD Form 50071 Certification of Payments to Influence Federal  
Transactions
- Attachment L: HUD Form 50070 Certification for a Drug-Free Workplace
- Exhibit A: Scope of Work (SOW)
- Exhibit B: Evaluation Criteria
- Exhibit C: Draft Contract

**END OF SECTION III**

## 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**

---

**MAUNAL OR E-SIGNATURE**

---

**TITLE**

---

**E-MAIL ADDRESS**

---

**PHONE NUMBER / FAX NUMBER**

---

**ADDRESS, CITY, STATE, ZIP**

---

**SUBMITTAL DATE**



**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 \_\_\_\_\_, 20\_\_\_\_

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

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

# **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**

---

**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 the above information on the front page.

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

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

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

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

## SECTION 3 BIDDER'S REQUIREMENTS & COMMITMENT

<b>Company Name:</b>	
<b>Name of Contact Person for Section 3 Commitment:</b>	
<b>Title:</b>	<b>Contact Number:</b>
<b>Contact Person E-Mail:</b>	
<b>Solicitation Title:</b>	<b>Solicitation #:</b>

- I. **Background** - Section 3 of the Housing & Urban Development Act of 1968, as amended, 12 U.S.C. 1701 hereinafter “Section 3”) requires the Houston Housing Authority (“HHA”), to the greatest extent feasible, to provide employment and contracting opportunities to low to very low-income individuals, within the City of Houston. These opportunities are created by contracts funded, directly or indirectly, by “HHA”.
  
- II. **Benchmarks & Goals** – Success of Section 3 activities will be measured by the achievement of the following benchmarks, annually:
  - 1) Data demonstrating at least 20% of the total number of labor hours worked by all workers (employed by an employer) were worked by Section 3 Workers that are defined as Low Income Individuals or Youth Build per <https://www.huduser.gov/portal/datasets/il.html> , OR
  - 2) Data demonstrating at least 5% of the total number of labor hours worked by all workers (employed by an employer) were worked by Targeted Section 3 Workers (Public Housing residents, Section 8 participants & Youth Build).
  
- III. **Solicitation Requirements** - Interested parties responding to a HHA solicitation are required to include in their submission, this form (Section 3 Requirements & Commitment), which describes efforts that will be taken to engage Section 3 Participants.”
  
- IV. **Acceptable Section 3 Activities** – Viable Section 3 opportunities are:
  1. Hire Section 3 Workers to fill a minimum of 20% of the labor hours needed to honor contractual duties with HHA. (Note: Section 3 Workers can be existing/new personnel who are deemed as low to very low-income individuals, in accordance to HUD’s guidelines).
  2. Provide paid on-the-job training (apprenticeship) for Section 3 Workers to enhance job skills in core duties/services related to a bidder’s contractual duties with HHA.
  3. Offer subcontracting opportunities preferably to Section 3 Business Concern or other disadvantaged businesses to fulfill contractual duties with the HHA
  4. Bidder self-certify they meet at least one criterion to be a Section 3 Business Concerns; when responding to a HHA solicitation:
    - a) At least 51% is owned and controlled by low- or very-low-income person; OR
    - b) Business has at least 75% of its’ labor hours performed (over the most recent 3-month period) by Section 3 Workers; OR
    - c) At least 51% is owned and controlled by a Public Housing/Section 8 Participant.
  
- V. **Exemption from Section 3 Activities** - Bidders submitting solicitations for any of the following goods and/or services are exempt from fulfilling any Section 3 commitments:
  - 1) Contracts for “material only” and do not require the hiring of new or expanded labor (office/janitorial supply contracts, etc).
  - 2) Contracts for Section 8 Project-based Vouchers and Project-based Rental Assistance
  - 3) Professional Service contracts requiring advanced degrees or professional licensing (engineers, architects, accountants, consultants, etc.)



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

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

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

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

\_\_\_\_\_  
Date

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

## SECTION 3 COMPLIANCE REPORT

Submission Date:	Reporting Period:
_____ Primary Contractor	_____ Subcontractor
Company Name:	
Person completing invoice	
Project Name:	RFP /IFB/QBS#:
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					

Contribution Commitment	Amount Pledged	Amount Paid	Pledge Balance
Amount contributed to Self-Sufficiency Fund	\$	\$	\$

Section 3 Business Concerns	Company Name	Contract Amount Provided
Indicate how at least 25% was subcontracted to Section 3 business(es)		\$
		\$
		\$

\_\_\_\_\_  
Print Name of Person Completing Report

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of Person Completing Report

\_\_\_\_\_  
Date

# CONFLICT OF INTEREST QUESTIONNAIRE

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.

**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. 1/31/2027)

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 a person is not required to respond to a collection of information unless it displays a currently valid OMB number. This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 75. The form is required for non-construction contracts awarded by Public Housing Agencies (PHAs). The form is used by PHAs in solicitations to provide necessary contract clauses and allows PHAs to enforce their contracts. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157. Do not send this completed form to either of these addressees. The information collected will not be held confidential.

**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 \$250,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 905.100) **greater than \$2,000 but not more than \$250,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$250,000 — use Sections I and II.**

### Section I - Clauses for All Non-Construction Contracts greater than \$250,000

#### 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 111, Labor Standards Provisions, including any claims for damages for the alleged breach there of 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
  - ( ) 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.

(v) 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.
  - (i) 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 Brail 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 75, 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 75 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 prioritization requirements, and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04)..
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, 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 75. 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 75.
- (e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts
- (f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

#### **23. 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

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

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

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**Contract Provisions Required by Federal Law  
or Owner Contract with the  
U.S. Department of Housing and Urban Development**

# Contract Provisions Required by Federal Law or Owner Contract with the U.S. Department of Housing and Urban Development

U. S. Department of Housing and Urban Development  
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OMB Approval No. 2577-0157  
(exp. 3/31/2020)

Public reporting burden for this collection of information is estimated to average 3 hours 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.

These contracts between a HUD grantee (housing agency (HA)) and an architect/engineer (A/E) for design and construction services do not require either party to submit any materials to HUD. The forms provide a contractual agreement for the services to be provided by the A/E and establishes responsibilities of both parties pursuant to the contract. The regulatory authority is 2 CFR 200. These contractual agreements are required by Federal law or regulation pursuant to 2 CFR Part 200. Signing of the contracts is required to obtain or retain benefits. The contracts do not lend themselves to confidentiality.

## 1.0 Contract Provisions Required by Federal Law or Owner Contract with the U.S. Department of Housing and Urban Development (HUD).

1.1 Contract Adjustments. Notwithstanding any other term or condition of this Agreement, any settlement or equitable adjustment due to termination, suspension or delays by the Owner shall be negotiated based on the cost principles stated at 48 CFR Subpart 31.2

and conform to the Contract pricing provisions of 2 CFR 200.

1.2 Additional Services. The Owner shall perform a cost or price analysis as required by 2 CFR 200 prior to the issuance of a contract modification/amendment for Additional Services. Such Additional Services shall be within the general scope of services covered by this Agreement. The Design Professional shall provide supporting cost information in sufficient detail to permit the Owner to perform the required cost or price analysis.

1.3 Restrictive Drawings and Specifications. In accordance with 2 CFR 200 and contract agreements between the Owner and HUD, the Design Professional shall not require the use of materials, products, or services that unduly restrict competition.

1.4 Design Certification. Where the Owner is required by federal regulations to provide HUD a Design Professional certification regarding the design of the Projects (24 CFR 905.312 ), the Design Professional shall provide such a certification to the Owner.

1.5 Retention and Inspection of Records. Pursuant to 24 CFR 85.26(i)(10) and (11), access shall be given by the Design Professional to the Owner, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records of the Design Professional which are directly pertinent to that specific Contract for the purpose of making an audit, examination, excerpts, and transcriptions. All required records shall be retained for three years after the Owner or Design Professional and other subgrantees make final payments and all other pending matters are closed.

1.6 Copyrights and Rights in Data. HUD has no regulations pertaining to copyrights or rights in data as provided in 24 CFR 85.36. HUD requirements, Article 45 of the General Conditions to the Contract for Construction (form HUD-5370) requires that contractors pay all royalties and license fees. All drawings and specifications prepared by the Design Professional pursuant to this contract will identify any applicable patents to enable the general contractor to fulfil the requirements of the construction contract.

1.7 Conflicts of Interest. Based in part on federal regulations (2 CFR 200) and Contract agreement between the Owner and HUD, no employee, officer, or agent of the Owner (HUD grantee) shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

Such a conflict would arise when:

- (i) The employee, officer or agent,
- (ii) Any member of his or her immediate family,
- (iii) His or her partner, or

(iv) An organization that employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from Contractors, or parties to sub-agreements. Grantees and subgrantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrantee's officers, employees, or agents or by Contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

Neither the Owner nor any of its contractors or their subcontractors shall enter into any Contract, subcontract, or agreement, in connection with any Project or any property included or planned to be included in any Project, in which any member, officer, or employee of the Owner, or any member of the governing body of the locality in which the Project is situated, or any member of the governing body of the locality in which the Owner was activated, or in any other public official of such locality or localities who exercises any responsibilities or functions with respect to the Project during his/her tenure or for one year thereafter has any interest, direct or indirect. If any such present or former member, officer, or employee of the Owner, or any such governing body member or such other public official of such locality or localities involuntarily acquires or had acquired prior to the beginning of his/her tenure any such interest, and if such interest is immediately disclosed to the Owner and such disclosure is entered upon the minutes of the Owner, the Owner, with the prior approval of the Government, may waive the prohibition contained in this subsection: Provided, That any such present member, officer, or employee of the Owner shall not participate in any action by the Owner relating to such contract, subcontract, or arrangement.

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

1.8 Disputes. In part because of HUD regulations (2 CFR 200), this Design Professional Agreement, unless it is a small purchase contract, has administrative, contractual, or legal remedies for instances where the Design Professional violates or breaches Agreement terms, and provide for such sanctions and penalties as may be appropriate.

1.9 Termination. In part because of HUD regulations (24 CFR 85.36(i)(2)), this Design Professional Agreement, unless it is for an amount of \$10,000 or less, has requirements regarding termination by the Owner when for cause or convenience. These include the manner by which the termination will be effected and basis for settlement.

1.10 Interest of Members of Congress. Because of Contract agreement between the Owner and HUD, 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 from it.

1.11 Limitation of Payments to Influence Certain Federal Transaction. The Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions Act, Section 1352 of Title 31 U.S.C., provides in part that no appropriated funds may be expended by recipient of a federal contract, grant, loan, or cooperative agreement to pay any person, including the Design Professional, for influencing or attempting to influence an officer or employee 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.

1.12 Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968.

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. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

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.

G. Reserved.

H. Reserved.

I. Reserved.

1.14 Clean Air and Water. (Applicable to contracts in excess of \$100,000). Because of 24 CFR 85.36(i)(12) and federal law, the Design Professional shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. § 1857h-4 transferred to 42 USC § 7607, section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15), on all contracts, subcontracts, and subgrants of amounts in excess of \$100,000.

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1.15 Energy Efficiency. Pursuant to Federal regulations (2 C.F.R 200) and Federal law, except when working on an Indian housing authority Project on an Indian reservation, the Design Professional shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163 codified at 42 U.S.C.A. § 6321 et. seq.).

1.16 Prevailing Wages. In accordance with Section 12 of the U.S. Housing Act of 1937 (42 U.S.C. 1437j) the Design Professional shall pay not less than the wages prevailing in the locality, as determined by or adopted (subsequent to a determination under applicable State or local law) by the Secretary of HUD, to all architects, technical engineers, draftsmen, and technicians.

1.17 Non-applicability of Fair Housing Requirements in Indian 85. Housing Authority Contracts. Pursuant to 24 CFR section 905.115(b) title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4), which prohibits discrimination on the basis of race, color or national origin in federally assisted programs, and the Fair Housing Act (42 c U.S.C. 3601-3620), which prohibits discrimination based on race, color, religion, sex, national origin, handicap, or familial status in the sale or rental of housing do not apply to Indian Housing Authorities established by exercise of a Tribe's powers of self-government.

1.18 Prohibition Against Liens. The Design professional is Prohibited from placing a lien on the Owner's property. This prohibition shall be placed in all design professional subcontracts.

# DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

OMB Number: 4040-0013  
Expiration Date: 02/28/2025

<b>1. * Type of Federal Action:</b> <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. * Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. * Report Type:</b> <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
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**4. Name and Address of Reporting Entity:**  
 Prime     SubAwardee

\* Name

\* Street 1     Street 2

\* City     State     Zip

Congressional District, if known:

**5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:**

<b>6. * Federal Department/Agency:</b> <input type="text"/>	<b>7. * Federal Program Name/Description:</b> <input type="text"/> CFDA Number, if applicable: <input type="text"/>
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<b>8. Federal Action Number, if known:</b> <input type="text"/>	<b>9. Award Amount, if known:</b> \$ <input type="text"/>
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**10. a. Name and Address of Lobbying Registrant:**

Prefix  \* First Name  Middle Name

\* Last Name  Suffix

\* Street 1     Street 2

\* City     State     Zip

**b. Individual Performing Services** (including address if different from No. 10a)

Prefix  \* First Name  Middle Name

\* Last Name  Suffix

\* Street 1     Street 2

\* City     State     Zip

**11.** Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\* Signature:

\* Name: Prefix  \* First Name  Middle Name   
\* Last Name  Suffix

Title:  Telephone No.:  Date:

# Certification of Payments to Influence Federal Transactions

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

Public reporting burden for this information collection is estimated to average 30 minutes, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The information requested is required to obtain a benefit. This form is used to ensure federal funds are not used to influence members of Congress. There are no assurances of confidentiality. 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. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157.

Applicant Name

Program/Activity Receiving Federal Grant Funding

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with 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.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title

Signature

Date (mm/dd/yyyy)

# Certification for a Drug-Free Workplace

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

**Public reporting burden.** Public reporting burden for this collection of information is estimated to average 0.25 hours 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. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to: U.S. Department of Housing and Urban Development, Office of the Chief Data Officer, R, 451 7th St SW, Room 8210, Washington, DC 20410-5000. Do not send completed forms to this address. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. HUD is authorized to collect this information under the authority cited in the Notice of Funding Opportunity for this grant program. The information collected will provide proposed budget data for multiple programs. HUD will use this information in the selection of applicants. This information is required to obtain the benefit sought in the grant program. This information will not be held confidential and may be made available to the public in accordance with the Freedom of Information Act (5 U.S.C. §552).

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Applicant Name

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Program/Activity Receiving Federal Grant Funding

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Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

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**2. Sites for Work Performance.** The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

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Check here  if there are workplaces on file that are not identified on the attached sheets.



I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.

(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title
Signature  X	Date

form **HUD-50070** (3/98)  
ref. Handbooks 7417.1, 7475.13, 7485.1 & .3

## **Exhibit A**

### **HOUSTON HOUSING AUTHORITY CHOICE NEIGHBORHOOD PLANNING GRANT REQUEST FOR QUALIFICATIONS FOR MASTER PLANNING FIRM IVRINTON VILLAGE – NEAR NORTHSIDE**

#### **SCOPE OF WORK**

The Houston Housing Authority (HHA) is requesting proposals from qualified, experienced professional Master Planning firms to assist in the creation of a Transformation plan for the Irvinton Village – Near Northside Neighborhood. HHA received a Choice Neighborhood Planning Grant on September 9, 2024, for the Near Northside and will select one firm to assist in the completion of all requirements under the Planning Grant in accordance with all HUD Choice Neighborhood requirements.

HHA will work with the existing partnership of LISC (Local Initiatives Support Corporation) and Avenue Community Development Corporation (CDC) to serve as the overall coordinator of the planning grant. LISC and CDC are non-profit organizations with long-term relationships and extensive planning and development expertise in the Near Northside neighborhood. The selected respondent will be responsible for working closely with LISC/CDC to coordinate all planning events and activities.

The transformation plan is a comprehensive neighborhood revitalization strategy proposed, and when implemented, will achieve the three core goals of Choice Neighborhoods (Housing, People, and Neighborhood). The plan will be consistent with HHA's strategic goals and agency mission, whereas HHA aims to provide affordable housing opportunities for low-income residents of the city of Houston, while laying the foundation for economic sustainability. In pursuit of this mission, HHA has traditionally worked with private sector development partners to redevelop its former public housing sites to incorporate mixed-income residential development with place-based community development strategies that will yield neighborhood transformation and advance community-based education, health, and economic opportunities for residents.

The Master Planning firm shall be required to provide all the necessary labor, personnel, transportation, materials, supplies, equipment, insurance, subject-matter expertise, and any other item(s) or resource(s) needed to support HHA in the design, development and submission of its Transformation Plan to HUD by completing the following activities:

#### **Task 1 – Identify and Assess Existing Conditions**

- Review status of prior planning efforts and ongoing/master plans in order to ensure consistency.
- Describe the current geography, history, historic resources, economic development opportunities, and existing housing market data including HHA's commissioned market study of the Choice Near Northside neighborhood.
- Provide demographic information on population, employment, property attributes, land use, zoning, property values, building floor area, height, housing conditions and number of units.
- Review data collection on housing stock, education, infrastructure and commercial markets.

- Conduct Urban Design/Development Analysis in conjunction with HHA's department of Development and Modernization.
- Identify and map neighborhood, commercial, recreational, and social assets and key institutional anchors.

#### Task 2 - Analyze Issues and Needs – Housing, People, and Neighborhoods

- Organize and analyze data collected by HHA on resident demographics and needs assessments in areas including education, health, access to healthcare, job skills training, mobility/transportation. Data will be compiled through stakeholder interviews, forums, questionnaires and workshops.
- Assist with identifying and obtaining capacity building programs and training for residents and key stakeholders.
- Analyze data collected on housing needs to include conditions, affordability, and vacancies.
- Analyze data on neighborhood needs to include amenities, jobs, goods/services, public space, mobility/transportation.

#### Task 3 – Stakeholder Engagement

- Assist HHA and Committee Partners in its ongoing efforts to conduct a comprehensive resident and community engagement process as the basis for a Transformation Plan.
- Schedule and facilitate any additional neighborhood resident and stakeholder focus groups, meetings, and charrettes to garner further input to the People, Neighborhood, and Housing components of the Transformation Plan.
- Assist the Planning Coordinator in the preparation of agendas, materials and exhibits for use during task force and focus group meetings and charrettes.
- Assist HHA in documenting stakeholder inputs through notes, graphics, photographs, presentation and display boards, written materials, and internet-based websites.

#### Task 4 – Develop Strategies and Plans - Housing, People, and Neighborhood:

- Analyze data collected in foregoing tasks and develop initial strategies for Neighborhood, People, and Housing.
- Provide short- and long-term planning and implementation strategies including recommendations, lead entity, partners, resources, and schedule.

##### Housing:

- Provide strategies on designing and implementing affordable and market rate housing through mixed-finance, mixed-income, and mixed-use residential development which reduces the concentration of poverty.
- Analyze a range of options for revitalization, including the feasibility, costs, and neighborhood impact of such options.
- Ensure all planning efforts are consistent with HUD livability principles, LEED-ND, and affirmatively furthering fair housing.

##### People:

- Assist in developing effective strategies to achieve People goals and vision, to include a sustainable plan for supportive services.
- Assist in developing plans for improving access to high quality education and improved academic and developmental outcomes for children.

- Assist in developing plans for the creation of economic development opportunities and effective strategies for job training and employment readiness.

#### Neighborhood:

- Prepare detailed conceptual neighborhood plans, photographs, and architectural renderings.
- Prepare landscape plans that highlight the locations of lighting, walkways, trails, parks, and other open space uses.
- Develop a sustainable pedestrian-oriented vision for the neighborhood which includes access to public transportation within proximity to new housing.
- Incorporate LEED-ND concepts into neighborhood development as required.

#### Task 5 – Identify Early Action Projects:

- Assist in identification and pursuit of early action projects that can quickly capitalize upon partnerships and catalyze the transformation process.
- Assist in garnering consensus on early action project.

#### Task 6 – Transformation Plan

- Develop the Transformation Plan in accordance with HUD 2011 Choice Neighborhoods program NOFO, in accordance with the milestones and associated timeframes established by HUD, including the development and submission of a plan outline with content, draft and final transformation plans.
- Refine draft and final Transformation Plans according to HHA and stakeholders' inputs gathered at meetings, workshops, and charrettes.

### **DELIVERABLES**

A Transformation Plan for the Near Northside which includes text, photographs, graphics, tables, charts, and renderings for both existing conditions and visions for the community. The Plan should incorporate items identified and agreed upon by stakeholders and the community during charrettes and be delivered within HUD deadlines.

Specific deliverables include:

1. Plan outline with content
2. Draft Transformation Plan
3. Final Transformation Plan

### **PROPOSAL REQUIREMENTS**

HHA intends to retain a single Contractor based on qualifications. Therefore, to allow for easy comparison of proposals during evaluation, proposals should contain the following information with documentation and be arranged in consecutive order:

#### **Success Rate, Qualifications, Experience, and Personnel Listing.**

- List the community engagement plans the proposer has prepared for housing development and/or neighborhood revitalization projects, and details that illustrate the success of those plans. Include the name, address and telephone number of client contacts for each.
- The proposer's qualifications, relevant experience, and ability of staff to successfully perform the required services; include experience with Choice Neighborhoods applications, if applicable.
- The number of years the firm has been in business.

- The project team members, their roles on the project and provide resumes that describe how they meet the qualifications listed above.

**Description of the Planning Process.** Please address each item listed in the Scope of Work.

**Statement of Contractor Qualifications.** This must be complete and submitted as part of the proposal submittal. The proposal must include relevant resumes, a representative list of community engagement plans the firm has written as well as two samples.

**References.** Include a list of at least three references to explain your experience with performing services similar to those detailed herein. Include contact information for each reference. At least one reference should be from an organization that is similar in nature to HHA.

**Misc. Pricing.** The proposer must include his hourly rate for any additional work, outside of what is outlined in this RFP, that the HHA may request. This hourly rate will be applicable to the work beyond those proposed in the lump sum amounts associated Community Engagement and with the preparation of a Choice Neighborhoods Implementation Grant application.

**Women/Minority-Owned Business Enterprises and Section 3 Participation.** Attachment C and D must be fully completed and submitted as part of the proposal submittal. The proposer must also submit a copy of its Equal Employment Opportunity Policy or Affirmative Action Plan.

**Section 3 Self-Certification Form (Optional).** Section 3 is an income-based program through the U.S. Department of Housing and Urban Development that allows HHA to give preferences to those that qualify. To claim a Section 3 Preference for this RFP, the proposer must complete and submit Section 3 certification along with any documentation required by the form.

**Subcontractor/Joint Venture Information (Optional).** Identify whether your firm intends to use any subcontractors to perform these services and/or if the proposal is a joint venture with another firm. All preceding information required from the proposer must also be included for any major subcontractors (10% or more) or any joint ventures.

**Proposed Fees.** The proposed fees must be a firm fixed price for the entire scope of services described including the community and resident engagement process; the draft transformation plan and the final transformation plan. The proposed fee must be all-inclusive of all related costs including, but not limited to: travel expenses to Houston; employee wages and benefits; clerical support; overhead; profit; licensing; insurance; materials; supplies; tools; equipment; document copying; etc.

**Exhibit B**

**EVALUATION CRITERIA**

#	VALUE	DESCRIPTION
1	10	<b>Quality:</b> Proposal is complete and addresses the proposal requirements and additional materials; compelling narrative that demonstrates writing skills; demonstrated grasp of the work required.
2	15	<b>Success:</b> Demonstrated record of success in writing and implementing community engagement plans.
3	25	<b>Qualifications:</b> General qualifications; specialized qualifications and professional competence in areas directly related to this RFP (includes a review of references).
4	40	<b>CNI Experience:</b> Extensive experience in development of neighborhood Transformation Plans under HUD's Choice Neighborhood Planning grants. (minimum of 3 previous plans approved by HUD).
5	5	<b>Cost:</b> Overall value of firm fixed cost.
	100	<b>Total Points</b>

**CONTRACT NO.** [Click here to enter text.](#)

**FOR**

[Click here to enter text.](#)**SERVICES**

**BETWEEN**

---

**AND**

**HOUSTON HOUSING AUTHORITY**

This contract (the “Contract”<sup>1</sup>) is entered into by and between the HOUSTON HOUSING AUTHORITY (the “HHA”),<sup>2</sup> having its principal place of business at 2640 Fountain View Drive, 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 requires a contract for \_\_\_\_\_ at the Houston Housing Authority.

WHEREAS the HHA, on or about \_\_\_\_\_, issued **IFB/RFP No.**, including all exhibits, addenda, or amendments thereto, soliciting responses from qualified firms to contract for the \_\_\_\_\_ services at \_\_\_\_\_.

WHEREAS the HHA reviewed the responses it received to **IFB/RFP No.** and determined that the response submitted by the Contractor was the most advantageous; and

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:

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<sup>1</sup> The Contract may also be referred to interchangeably as the “Agreement.”

<sup>2</sup> 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.”

## 1. The Contract Documents.

- 1.1 In addition to the foregoing document, this Contract shall include: (a) Form \_\_\_\_\_, as promulgated by the Department of Housing and Urban Development (“HUD”), and commonly known as “\_\_\_\_\_”; (b) **IFB/RFP No.**, including all exhibits, addenda, or amendments thereto (“**IFB/RFP No.**”); (c) Contractor’s Response to **IFB/RFP No.**, including all exhibits, addenda, or amendments thereto.
- 1.2 Form \_\_\_\_\_, **IFB/RFP No.**, Contractor’s Response to **IFB/RFP No.** are attached hereto as, respectively, Exhibit 1, Exhibit 2 and Exhibit 3 and are incorporated by reference as if set forth fully herein. The parties agree to be bound by the terms of Form \_\_\_\_\_ and the contract documents as outlined herein.
- 1.3 In the event of a conflict between or among the contract documents, the following order of priority shall apply: (a) Form \_\_\_\_\_; (b) the foregoing document; (c) **IFB/RFP No.** and (d) Contactor’s Response to **IFB/RFP No.**. The Section 3 Form and the M/WBE Form shall receive the lowest priority in the event of a conflict between or among the contract documents.
- 1.4 A Contract document’s silence on a provision, issue, or term and condition found in another Contract document shall not be considered a conflict between or among the Contract documents.

## 2. Contractor’s Services.

- 2.1 The work/services<sup>3</sup> to be performed by the Contractor pursuant to this Contract shall include, but not necessarily be limited to the Scope of Work as outlined in **IFB/RFP No.** (Exhibit “2”) (Scope of Work) and incorporated by reference heretofore.
- 2.2 The contractor shall be required to provide all the necessary labor, customer support, transportation, equipment, insurance, tools, supplies, materials, and any other item(s) or resource(s) needed to perform the services the subject of this agreement, including but not limited to:
- \_\_\_\_\_
  - \_\_\_\_\_
  - \_\_\_\_\_
- 2.3 Absent the HHA’s written consent or written instruction, the Work under this Contract shall be performed by Contractor.

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<sup>3</sup> Hereinafter referred to interchangeably as “Work” or “Services”.



- 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 Work under this Agreement in accordance with all applicable federal, state and local laws, rules, regulations, policies, procedures and issuances in effect or promulgated during the term of this Agreement.

### **3. Consideration and Payment.**

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

In consideration of the work to be performed by the Contractor in accordance with the requirements and Scope of Work previously referenced herein, the HHA shall pay the Contractor in accordance with the pricing methodology attached and incorporated by reference as “Exhibit 2” (Scope of Work “Exhibit B” and “Exhibit C”). Contractor agrees to be responsible for procuring payment for all invoices. Contractor agrees that HHA is not responsible for payments for any orders or invoices not directly incurred by HHA and authorized department personnel.

- 3.2 Contractor shall receive payment after invoices have been submitted and work has been approved by HHA’s Project Manager. Payment terms are net 30 days. Should Contractor receive payment by wire or electronic means, Contractor must provide HHA written confirmation and instructions signed by Contractor’s duly authorized official before any type of electronic or wire payment will be made by HHA. Any changes to wire or electronic payment information must be submitted to HHA in writing and signed by Contractor’s duly authorized official.
- 3.3 The Contractor will ensure that its work and services are provided in a cost-efficient manner.
- 3.4 By the twentieth (20th) day of a given month, the Contractor, with respect to the work and services provided under this Contract in the preceding month, shall provide the HHA with an invoice that includes: (a) an itemized list of the work and services performed, (b) who performed the work and services, (c) the Properties and amount at which the work and services was billed; (d) the amount of time spent on the work and services, measured in one-tenth of an hour increments, (3) costs incurred for reimbursable expenses, if any such expenses are reimbursable under this Contract. Invoices comporting with this section that are approved by the HHA shall be due and payable by the HHA no later than thirty days after receipt. Invoices may be sent by the Contractor to the HHA via the United States Postal Service or via email. If sent via

email, an invoice shall be considered to be received by the HHA on the day the email was sent by the Contractor.

- 3.5 If the HHA does not approve of an invoice, or a part thereof, the HHA will, within seven (7) business days after receipt of the invoice, provide the Contractor with written notice of adjustments that the HHA believes are warranted. If, within seven (7) 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 (7) 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 All applicable federal (including Davis-Bacon wage rates), state, county, and municipal taxes are included in the consideration herein. The Contractor warrants that it will comply with all federal and state laws including, but not limited to, the Prompt Pay Act in the payment of the Contractor's workers. Certified payrolls are required to be submitted by the Contractor on a weekly basis using the web-based submittal tool ("Prism Compliance Management") provided by the HHA.
- 3.7 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.
- 3.8 **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.**

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

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

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

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

4.3 This Contract shall be signed by the HHA and the Contractor. The Contractor shall sign the Contract first, and after signing, shall deliver the original signed contract, along with any and all required payment bonds, performance bonds, and required proof of insurance, to the HHA for signature by the HHA. This Contract shall not become effective until it is executed by the HHA. The Contract's effective date shall be the date of execution by the HHA.

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

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

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

4.6 Pursuant to Form HUD-5370-C1:

- (a) HHA may terminate this contract in whole, or from time to time in part, for the HHA's convenience or the failure of the Contractor to fulfill the contract obligations (default).

- (b) HHA shall terminate by delivering to the Contractor a thirty (30) day 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 HHA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (c) If the termination is for the convenience of the HHA the HHA shall be liable only for payment for services rendered before the effective date of the termination.
- (d) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HHA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HHA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, of Exhibit 1; (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 HHA; (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 HHA by the Contractor.
- (e) 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 affected for the convenience of the HHA, and the Contractor shall be entitled to payment as described in paragraph (c) above.
- (f) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

## **5. Confidentiality.**

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

## **6. Contractor's Representations and Warranties.**

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

Response shall reflect all costs required by the Contractor to procure and provide such necessary permits and registrations.

- 6.2 The Contractor represents and warrants that the Contractor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree or have the potential of conflicting with the performance of its services under the Contract or the impartial rendering of assistance or advice to the HHA. The Contractor further represents, covenants, and warrants that in the performance of the Contract no person having any such interest shall be employed. In the event the Contractor becomes aware of such an interest after the execution of this Contract, the Contractor shall immediately disclose the interest to the HHA in writing. The Contractor agrees that in carrying out its duties and responsibilities under this Agreement, it will neither undertake, nor cause, nor permit to be undertaken, any activity which either (i) is illegal under any laws, decrees, rules, or regulations in effect in Texas or the United States; or (ii) would have the effect of causing the HHA to be in violation of any laws, decrees, rules, or regulations in effect in Texas or the United States.
- 6.3 Contractor agrees that in connection with this Agreement or any extension thereof, it will update the Conflict of Interest Questionnaire and any other relevant forms required by law, HUD or HHA, as needed. Contractor further agrees to notify the HHA immediately of any conflict of interest relating to the subject matter of this Agreement.
- 6.4 The Contractor represents and warrants that in performing its services under this Contract, it will comply with all applicable State of Texas laws and regulations pertaining to the provision of its services under this Contract and that the Contractor will perform its services in a good and workmanlike manner, with the same degree of skill, diligence, competency and knowledge which is ordinarily exhibited, possessed by and consistent with the professional standards that apply to the provision of such services in metropolitan areas of similar size to Houston, Texas and other professionals in good standing in the same or similar field as Contractor.

## 7. Insurance.

- 7.1 The Contractor shall maintain the following insurance for the duration of this Contract, unless otherwise noted:
- a. Workers' compensation insurance in accordance with State of Texas rules and regulations for all employees providing work and goods hereunder. The policy must be endorsed to contain a waiver of subrogation and a thirty (30) day notice of cancellation or non-renewal in favor of the HHA.
  - b. Commercial general liability insurance with a single limit for bodily injury of \$1,000,000.00 per occurrence and property damage limit of no less than \$1,000,000.00 per occurrence. The insurance may have a combined aggregate

of coverage amounting to no less than \$2,000,000.00. Such insurance shall cover the operations of the Contractor under this Contract and shall protect the Contractor and its officers, agents, and employees against claims of bodily injury or death, including specifically such claims resulting from any form of sexual misconduct, physical injury and/or and 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. 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 must be named as an additional insured and the policy must be endorsed to be primary/noncontributory and to contain a waiver of subrogation in favor the HHA. The policy must also be endorsed with a thirty (30) day notice of cancellation or non-renewal in favor of the HHA.<sup>4</sup>

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

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<sup>4</sup> It is understood that HHA is the policyholder of a Commercial General Liability Policy which covers the subject service locations, as well as its officers, employees, invitees and its third-party vendors.

the HHA's request. The policy must also be endorsed with a thirty (30) day notice of cancellation or non-renewal in favor of the HHA.

- 7.2 Before commencing its performance of any work or services under this Contract, the Contractor, at the request of the HHA, shall provide the HHA with copies of the applicable certificates of insurance, policies, declarations, and endorsements for the required coverages listed above so that the HHA may confirm: (a) that said coverages are valid and in effect; (b) that it is named as an additional insured under the Contractor's comprehensive general liability insurance policy ("CGL"), umbrella/excess liability insurance, errors and omissions/professional liability insurance and its automobile liability insurance policy; (c) that none of the required policies may be cancelled or non-renewed until at least thirty days prior written notice has been provided to the HHA; (d) that the Contractor's CGL policy, umbrella/excess liability and automobile policy are primary; and that (e) the Contractor's CGL policy, workers' compensation, umbrella/excess liability insurance and automobile policy contain waivers of subrogation in favor of the HHA. All certificates of insurance must reference this job/project and contract number.
- 7.3 All insurance shall be carried with companies that are financially responsible and admitted to do business in the State of Texas. The Contractor shall not permit the insurance policies required for this Contract to lapse during any period for which this Agreement is in effect.
- 7.4 The insurance requirements in this section are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by the Contractor under this Contract, including, but not limited to, liability assumed by the Contractor pursuant to section 8 of this Contract.
- 7.5 The Contractor shall be solely responsible for any premiums, deductibles, or self-insured retentions that may apply to the insurance coverages required in this Contract.
- 7.6 The Contractor shall require each of its subcontractors, if any, to provide the coverages noted in this section, unless such coverages are waived or reduced in writing by the HHA.

## **8. INDEMNITY AND HOLD HARMLESS.**

- 8.1 THE CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD THE HHA AND ITS OFFICERS, AGENTS, SUBSIDIARIES, AFFILIATED ENTITIES, COMMISSIONERS AND EMPLOYEES (THE "INDEMNIFIED PERSONS") HARMLESS FROM ALL LIABILITY, LOSS OR DAMAGE, INCLUDING REASONABLE ATTORNEY FEES AND EXPENSES, RESULTING FROM, BROUGHT FOR, OR ON ACCOUNT OF ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER ASSERTED BY ANY PERSON (INCLUDING, WITHOUT LIMITATION, THE INDEMNIFIED PERSONS' OR CONTRACTOR'S EMPLOYEES), FOR PERSONAL INJURY,**

**DEATH, OR FOR LOSS OF OR DAMAGE TO ANY AND ALL PROPERTY IN ANY WAY ARISING OUT OF, IN CONNECTION WITH, OR TO THE EXTENT CAUSED BY THE CONTRACTOR OR ANY SUBCONTRACTOR'S PERFORMANCE HEREUNDER. SUCH INDEMNITY SHALL BE WITHOUT REGARD TO THE NEGLIGENCE (WHETHER ACTIVE, PASSIVE, SOLE, CONCURRENT OR GROSS), STRICT LIABILITY OR OTHER FAULT OF ANY INDEMNIFIED PERSON. CONTRACTOR ACKNOWLEDGES AND AGREES THAT THIS INDEMNITY CONTROLS OVER ALL OTHER PROVISIONS IN THE AGREEMENT AND SURVIVES THE TERMINATION OF THIS AGREEMENT.**

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

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

**9. Notices.**

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

HHA  
Julinda Turner, JD  
Senior Contract Administrator  
Houston Housing Authority  
2640 Fountain View Drive  
Houston, Texas 77057  
Tel: 713-260-0356  
[jturner@housingforhouston.com](mailto:jturner@housingforhouston.com)

CONTRACTOR  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Tel: \_\_\_\_\_

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

**12. Records.**

- 12.1 Without limitation to any other provision of the Contract, the Contractor shall maintain all records pertaining to the Contract, which the HHA reasonably requires for three (3) years from the expiration date of the Contract unless a longer period is required under

Title 24, CFR §85.42. The Contractor shall maintain records required by 24 CFR §135.120 for the period that HUD requires the records to be maintained. The Contractor will give the HHA, HUD, the Comptroller General of the United States, the General Accounting Office, and any of their authorized representative's access to, and the right to examine, audit, copy, or reproduce all records pertaining to the project financed under the Contract and the operation of the program or project. The right to access shall continue as long as the records are required to be maintained.

### **13. Independent Contractor.**

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

### **14. Subcontracts.**

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

### **15. Non-Appropriation.**

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

### **16. Proprietary Information.**

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

### **17. Ownership of Work Product.**

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

### **18. Criminal Background Checks Required.**

- 18.1 Prior to execution of this Agreement, the Contractor shall conduct criminal background checks no older than sixty (60) days prior to the executed date of the contract on all of its employees and subcontractors who are, or will be assigned to perform any work under this Agreement and provide copies of such to HHA. Contractor shall also provide supplemental criminal background checks to HHA within five (5) days, as to all of its employees and subcontractors who are hired after the execution of this Agreement to perform any work hereunder. The Contractor further 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.

### **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.

Liquidated Damages. The Contractor shall take all necessary actions required to remedy any delay due to the fault of the Contractor or anyone working under Contractor, including, without limitation, providing additional forces to perform the Scope of Work, or working overtime at the Contractor’s expense. If the Contractor does not achieve Substantial Completion of the Scope of Work by expiration of the Term of this Contract and specified herein, or as may be modified by Change Order approved

by Owner, then the Contractor shall be liable for liquidated damages, as set forth below. With respect to the damages suffered by Owner as a result of any delay in completion of the Scope of Work (which damages are certain to be incurred, but which are difficult, if not impossible, to quantify), the parties agree that the Contractor shall be assessed as liquidated damages, and not as a penalty, the following (if there are multiple milestones/dates, the liquidated damages may be assessed cumulatively):

\$500.00 for each calendar day of delay beyond the initial Term of this Contract, as the result of Contractors until Substantial Completion of the Scope of Work is achieved. However, Owner agrees that liquidated damages shall begin the first calendar day after the expiration of the initial Term of this Contract.

The Contractor acknowledges and agrees that the liquidated damages set forth above are merely intended to cover the Owner's damages arising other failure to perform or negligence on the part of the Contractor.

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

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

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

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

23.7 *Waiver of Default.* It is not a waiver of or consent to default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any

remedy set forth in this Contract does not preclude pursuit of other remedies in this Contract or that are provided by law.

- 23.8 *Non-Waiver.* No covenant or condition of the Contract may be waived except by written consent of the waiving party. Forbearance or indulgence by one party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the other party to which the same may apply, and until complete performance of any covenant or condition, the aggrieved party shall be entitled to invoke any remedy available to it under the Contract or by law or in equity despite such forbearance or indulgence. Unless otherwise stated herein, this Contract cannot be modified or altered in any way without the express written consent of the parties hereto.
- 23.9 *Remedies Cumulative.* All rights and remedies of HHA and Contractor shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of HHA according to law.
- 23.10 *Legal and Regulatory Compliance.* All activities under this Agreement shall comply with all applicable local, state and federal laws, ordinances and regulations. This Agreement shall automatically be amended as necessary to comply with all applicable local, state and federal laws, ordinances and regulations, including incorporation of any provisions now or hereafter applicable to the subject matter hereof and/or required to be included by any federal, state or local governmental authority with relevant jurisdiction over the subject matter hereof. Any such change or incorporation of legal and regulatory requirements shall be deemed incorporated herein, irrespective of whether or not such provisions are expressly set forth in this Agreement or any written amendment hereto.
- 23.11 *Assignment.* The Contractor shall not assign, subcontract, or transfer any services, obligations, or interest in this Contract without the prior written consent of the HHA. Such consent shall not unreasonably be withheld when such assignment is for financing the Contractor's performance.
- 23.12 *Successors and Assigns.* This Contract shall be binding on and inure to the benefit of the parties to this Contract and their respective heirs, executors, administrators, legal representatives, successors, and assigns, if any.
- 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.
- 23.21 *Finality Clause.* This clause confirms that this Contract constitutes the entire agreement between the parties, superseding any prior to contemporaneous representations or agreements. It ensures clarity and prevents reliance on any verbal understandings outside the written document.

**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**

**SERVICE PROVIDER**

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

**By:** \_\_\_\_\_  
**Contractor's Name**  
**Contractor's Title**

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Contract No.** \_\_\_\_\_