



Request for Proposal for Property Management Services for Fenix Estates (RFP 15-04)

November 3, 2015

A. Introduction/Background

Harris County Housing Authority (HCHA), referred to as the “Owner,” is requesting proposals from property management companies, referred to as the “Offeror,” to provide Property Management Services for Fenix Estates, a 200 unit Permanent Supportive Housing Development and the Owner’s Central Office.

It is the Owner’s intention to solicit proposals, evaluate the proposals, conduct oral presentations with the Offerors in the competitive range, verify the information presented, and to award a contract to the responsible firm whose proposal is most advantageous to the Owner, with price and other factors considered.

The Owner will enter into a two-year contract for Property Management Services, with an option to renew the contract for an additional two years. The renewal period may be subject to the Owner’s approval. The Property Management Services will include, but not be limited to, the following duties and responsibilities:

- 1) Signage packet, brochure design, and area market rent analysis;
- 2) New tenant intake, including marketing , establishing and maintaining site based waiting list, determination of applicant eligibility, applicant screening, and tenant selection;
- 3) Lease execution, including explaining the lease and all attachments;
- 4) Collection of rent and charges in addition to rent;
- 5) Lease enforcement;
- 6) Full maintenance repair of the development;
- 7) Full responsibility for hiring and firing of staff, and staff training;
- 8) Annual reexaminations of income and family composition;
- 9) Annual unit inspections;
- 10) Unit turnover, including preparing vacated units for re-leasing and leasing;
- 11) Capital improvements and repairs;
- 12) Purchase of all required supplies and services. Full fiscal management responsibilities including preparing annual operating budgets, monthly financial reporting and keeping expenses and income within approved budget amounts;
- 13) Providing weekly and monthly reports as specified by the Owner;
- 14) Assisting with the identification and selection of the Social Service Provider to ensure a full array of services is being delivered in support of the Permanent Supportive Housing Development. Administering the Social Services Provider’s contract.

B. Submission Package

Three (3) copies of the complete submission package must be received by HCHA (the Owner), by 3:00 p.m. on November 18, 2015. All copies of the submission package must be submitted in a sealed envelope and labeled as follows:

Property Management Services-Fenix Estates
RFP #15-04
Due Date and Time: November 18, 2015, 3:00 PM
Name of Offeror_____

The submission package must be signed by an officer of the Offeror who is legally authorized to enter into a contractual relationship in the name of the Offeror. RFP submissions may also be emailed as a PDF attachment to horace.allison@hchatexas.org.

C. Anticipated Schedule of Events

The anticipated schedule for the RFP and contract approval is as follows:

Event	Date
1. RFP available for distribution	November 3, 2015
2. Deadline for receipt of proposals	November 18, 2015
3. Final Selection - includes oral interviews, site visits and Best and Final Offers	December 2, 2015

D. Expense of Submission Package

All expenses involved with the preparation and submission of the proposal, site visit, and all oral interviews must be borne by the Offeror.

E. Overview -Development

FENIX ESTATES
Hussion at Winchester Street
Houston, Texas 77003
(Permanent Supportive Housing –New Construction)

Census Tract: 3103.00

Acreage: 3.95

Date of Initial Occupancy: June 2017

Building Type: The development is comprised of 200 units of permanent supportive housing, comprising 153 (0) efficiency / (1) bath units and 47 (1) bedroom / (1) bath units. The community design features a three “L-shaped” buildings ranging from 4 -5 storeys. The 3.95+ acre site features extensive landscaping, walking trails, and a landscaped court yard. The Clubhouse features a spacious activity room, business center, TV room(s), etc. In addition to housing supportive services space, the development will also be the location of HCHA’s (the Owner’s) Central Office. The architectural design is of a Mediterranean style with a stucco and stone exterior.

Rent restrictions:

0 bedroom	28 units	30% AMI or below
0 bedroom	53 units	50% AMI or below
0 bedroom	56 units	60% AMI or below
0 bedroom	16 units	Unrestricted
1 bedroom	12 units	30% AMI or below
1 bedroom	15 units	50% AMI or below
1 bedroom	16 units	60% AMI or below
1 bedroom	4 unites	Unrestricted

Area Resources:

- Shopping available in the area
- Regular Metro Bus & rail routes
- Near the Central Business District
- Near the University of Houston
- Near Social Supportive Service Agencies

F. General Requirements

The selected Offeror must be prepared to assume management responsibilities.

HCHA (the Owner) will utilize a two-stage selection process. First, the Housing Authority will rate and rank written proposals based on the selection criteria contained herein. Next, the Offerors falling in the competitive range will be invited to an interview and may also be asked to provide Best and Final offers. Selection will be made based on those who score the highest in qualifications, price and other factors considered, and the results of the interviews as stated in the evaluation and selection criteria.

The Owner is looking for price-competitive Offerors with demonstrated, successful permanent supportive housing and commercial office space property management experience and knowledge.

Although all federal, state, and local regulations must be complied with, the Owner is prepared to allow Offerors the maximum flexibility possible in providing management services. There are some matters for the Offerors to consider, however, when submitting their proposal packages. These special considerations include:

- 1) The successful Offeror will be responsible for marketing, screening of applicants, and leasing units.
- 2) The selected Offeror will be required to create and maintain a process of procurement that encourages competitive prices.
- 3) The operating budget does not include the real estate taxes. Offerors should be aware that, the Owner does not pay real estate taxes but instead makes a payment in lieu of taxes. It is the Owner's position that the revenue available to manage these properties is sufficient for effective professional management. Offerors must be fully confident that they can provide the services they claim they can provide, given the "total revenue" assigned to the development.
- 4) For financial reporting, Offerors should anticipate that they will be using their own financial management computer systems and either submits data electronically or via hard copy.
- 5) The successful Offeror shall be required to comply with certain services, reporting, compliance and eligibility requirements that are unique to the Permanent Supportive Housing.

- 6) Funding for the supportive services will be provided by other and is not a part of the operating budget.

G. HCHA Options

- 1) HCHA (the Owner) may, at its sole and absolute discretion for any reason, reject any and all proposals; re-advertise this RFP; postpone or cancel, at any time, this RFP process; or waive any irregularities in this RFP or in the proposals received as a result of this RFP. Any decision as to who shall receive a contract award, or whether or not an award shall ever be made as a result of this RFP, shall be at the sole and absolute discretion of the Owner.
- 2) In no event will the Owner permit modifications to a response statement after the submission deadline, unless such modification is of a non-substantive nature.

H. Qualification Statements Open to Public

Prospective Offerors are hereby notified that all information submitted as part of, or in support of this RFP, may be subject to public disclosure in compliance with state and federal laws.

I. Level of Effort and Funding

It should be clearly understood that all services requested in the RFP are on an “as-needed basis” and that the dollar values referred to in this RFP in no way constitute a guarantee of a certain dollar amount or a finite scope of services that may be required of the selected Offeror. Any increase in additional services shall be negotiated and the selected Offeror may be required to execute an amendment to the management agreement.

I. MINIMUM REQUIREMENTS

The Offeror will be deemed unresponsive to this RFP if it does not meet the following minimum criteria:

- 1) Currently manages a portfolio of permanent supportive housing in excess of 500 units and manages a portfolio of commercial office space in excess of 2 properties.
- 2) Possesses a Certified Property Management certificate.
- 3) Has current or previous experience directly managing affordable housing.
- 4) Complies with all of the submission requirements.

If the Offeror does not meet the above minimum requirements, its proposal may not be evaluated.

II. TERMS AND CONDITIONS

Rules, Regulations, and Licensing Requirements

A. Rules, Regulations, and Licensing Requirements

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

B. Term of Management Agreement

The successful Offeror shall enter into a management agreement. The term of the management agreements to be awarded shall be for two years with a two year renewal option. The renewal option may be subject to HCHA's (the Owner's) approval. The management agreement includes a provision for termination for convenience by Offeror or owner with a 30-day written notice. The agreement will also outline situations where the successful Offeror can be terminated immediately "for cause."

C. Performance Standards

I. Vacancy Turnaround.

The Owner's monthly standard for vacancy turnaround time is 25 days. This includes make ready and lease-up time. The monthly report must include the following for each vacated unit:

- (i) The date the unit was vacated.
- (ii) The name of the former resident who vacated.
- (iii) The unit number of the vacated unit.
- (iv) The size of the vacated unit.
- (v) Reason tenant vacated unit.
- (vi) The date maintenance began to "make ready" the unit.
- (vii) The date maintenance completed all "make ready" repairs.
- (viii) The date the unit was re-leased.

II. Work Orders

- (i) **Emergency.** Emergency work orders are those that address an immediate threat to life, health, safety to property or to the resident or are related to fire safety. The Owner's standard for completion of an emergency work order is for all orders to be completed or abated within 24 hours.
- (ii) **Non-Emergency.** Non-emergency work orders are those that address conditions that do not pose an immediate threat to life, health, safety to property or to the resident or are not related to fire safety. The Owner's standard for the completion of non-emergency work orders is within 4 days.
- (iii) **Inspections.** The Owner's annual standard for inspections is for all Housing Quality Standards (HQS) inspections to be conducted each year. Further, all units must be inspected the property manager within 12 months of the previous HQS inspection.

III. Recertifications.

The Owner's annual standard for re-certifications as applicable is that each tenant household must be recertified no more than ninety (90) days and no less than thirty (30) days prior to the tenant's lease expiration. Tenants may be contacted regarding recertification no earlier than 120 days prior to the tenant household's lease expiration. The monthly report must indicate for each tenant whose lease expired during the preceding month the date the tenant was contacted regarding recertification and the date recertification was completed.

D. Resolving Conflicts and Ambiguities

All of the remaining provisions in the Management Agreement shall remain in full force and effect. In the event that any of the provisions herein conflict or create ambiguities with the Agreement, the resolution of such conflict or ambiguity shall be that which most benefits the Owner.

Retention of Management Fee

For each performance standard that is not met monthly by the Offeror, the Owner may retain a portion of the monthly base fee to be paid to the Offeror. The terms defining the amount of retention by Owner and the opportunity for cure by Manager are set forth below:

- a. **10% Retention**. The Owner may retain up to 10% of the monthly base fee if the Offeror fails to meet the required performance standards in any of the following areas in a given month:
 - i. Tenant Accounts Receivable;
 - ii. Vacancy rate;
 - iii. Vacant unit Turnaround; and
 - iv. Work Order completion time.

The 10% retention shall apply to each performance standard separately. For example, if the Offeror fails to meet three performance standards in a month, the retention for that month would be 30%.

The Offeror may cure any monthly deficiency for the above performance areas by bringing the cumulative average for all completed months in the year into compliance with the performance standard, which will entitle the Offeror to payment of any fee retained for that performance standard.

- b. **Unit-based Retention**. For the Inspection and Recertification performance measures, the Owner may retain an amount equal to the annual fee per unit (i.e. the monthly per unit fee multiplied by 12) if the Offeror fails to meet the required performance standard for any unit during the calendar year. See the following examples:
 - i. Example 1: The Offeror fails to meet the inspection standard for 3 units in a given month. The Owner may retain an amount equal to the annual fee per unit multiplied by 3.
 - ii. Example 2: The Offeror fails to meet the performance standard for recertification for 2 units and inspection for 2 units. The Owner may retain an amount equal to the annual fee per unit multiplied by 4.
 - iii. Example 3: The Offeror fails to meet both the inspection and recertification performance for the same unit. The Owner may retain an amount equal to the annual fee per unit multiplied by 2.

For the retention based on annual fee per unit under this section, the Manager cannot cure any failure to meet the required performance standard.

Manager may submit, as part of its regular monthly report, an explanation for any failure to meet a performance standard; and, the Owner shall determine in its sole discretion whether an explanation is sufficient to avoid retention by Owner. The Owner shall notify Manager in writing within fifteen 15 days of the receipt of any monthly report if the Owner decides to retain any portion of the management fee.

Appealing The Owner's Retention of Management Fee

The Offeror may appeal the Owner's decision to retain a percentage of the management fee. Appeals must be submitted in writing to the Owner to the attention of the Chief Executive Officer of HCHA

(the Owner). Appeals must contain as attachments any evidence necessary to support any assertion made in the appeal. The Owner shall respond to a properly submitted appeal within thirty (30) days of its receipt and shall state its decision regarding the appeal. Decisions regarding any appeal shall be made in the sole discretion of the Owner and shall be final.

E. Assignment

The successful Offeror shall not enter into any subcontract, retain consultants, or assign, transfer, convey, sublet, or otherwise dispose of this contract, or any or all of its rights, title, or interest therein, or its power to execute such contract, to any person, company or corporation without the prior written consent of the Owner and HUD. In the event of a change of control of the successful Offeror, the Owner will have the option to either continue the Property Management Agreement in effect or immediately terminate the Property Management Agreement upon written notice of such termination to the successful Offeror.

F. Pertinent Federal Regulations with Regard to Nondiscrimination and Equal Opportunity

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

The Offeror must adhere to federal regulations prohibiting discrimination on the basis of age under the Age Discrimination Act of 1975, and prohibit discrimination against individuals with disabilities under Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990.

The requirements of Executive Order 11246, relating to equal employment opportunity in connection with federally funded programs must be met by the Offeror and as amended by executive Order No. 11375, as supplemented by the Department of Labor Regulations (41 CFR, Part 60).

The Offeror must meet the requirements of Executive Orders 11625, 12432, and 12138 relating to the use of minority and women's business enterprises in connection with federally funded programs.

1. Personnel

In submitting their proposals, Offerors are representing that the personnel described in their proposals shall be available to perform the services described, barring illness, accident, or other unforeseeable events of a similar nature, in which case the Offeror must be able to provide a qualified replacement. Furthermore, all personnel shall be considered to be, at all times, the sole employees of the Offeror under its sole direction, and not employees or agents of the Owner.

2. Availability of Records

The U. S. Department of Housing and Urban Development, the Inspector General of the United States, HCHA, Harris County Community Services Department, Texas Department of Housing and Community Affairs 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 or firm, which shall relate to the performance of the services to be provided.

3. Conflict of Interest

No employee, officer or agent of the HCHA shall participate directly or indirectly in the selection or in the award of any contract if a conflict, real or apparent, would be involved. Such conflict would arise when a financial or other interest in an agency selected for award is held by:

- i. An employee, officer or agent involved in making the award; or

- ii. His/her relative including father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, domestic partner, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister; or
- iii. His/her business or professional partner; or
- iv. An organization which employs, negotiating to employ, or has an arrangement concerning prospective employment of any of the above.

I. Conditions and Limitations

This RFP does not represent a commitment or offer by HCHA (the Owner) to enter into a contract, or other agreement with an Offeror. All costs incurred in the preparation of this proposal are to be borne by the Offeror. The proposal and any information made a part of the proposal will become a part of the Owner official files without any obligation on the Owner part to return it to the individual offeror. This RFP and the selected Offeror's proposal will, by reference, become a part of any formal agreement between the Offeror and the Owner resulting from this solicitation.

The Owner reserves the right to waive any irregularities or informalities in any or all proposals or any part thereof. Failure to furnish all information requested may disqualify an Offeror.

The Owner reserves the right to request clarification of proposal data without changing the terms of the proposal.

The Offeror shall not offer any gratuities, favors, or anything of monetary value to any official or employee of the Owner for the purpose of influencing consideration of a proposal.

The Offeror shall not collude in any manner or engage in any practices with any other Offeror(s), which may restrict or eliminate competition or otherwise restrain trade. Violation of this instruction will cause the proposal to be rejected. This prohibition is not intended to preclude joint ventures or subcontracts.

II. SUBMISSION REQUIREMENTS

Document Requirements

Offerors are requested to submit proposals based on the exact requirements specified in this RFP.

The following is a description of the minimum information, which must be supplied by Offerors in their proposals. It is open to all Offerors to give such supplementary facts or materials that they consider may be of assistance in the evaluation of the proposal submitted. Proposals that omit critical elements may be considered non-responsive. Each proposal shall include a Table of Contents listing the proposal contents. Proposal packages must contain, at a minimum, the following information and materials:

A. Letter of Transmittal

Signed by the person authorized to commit the organization to perform the services in the proposal.

B. Proposal Table of Contents

C. Offeror Experience

Offerors shall provide the following as evidence of Offeror's experience in the order listed:

1. Provide a description of the firm including a list of the principals and their resumes and any joint venture partnerships.
2. A listing of all public, permanent supportive and private housing currently managed by **Offeror**, with the name and contract representative of the property owners (who may be contacted as references), the length of the contract, address of the property, form of subsidy (if applicable), type of property (elderly, family, mixed), number of units, and whether the property is a affordable housing project.
3. Evidence of the firm's experience managing low-income housing, permanent supportive housing and/or assisted housing projects, and that the firm currently manages a portfolio in excess of 500 units. Evidence of the firm's experience managing commercial office space.
4. Evidence of experience in management and lease-up, including experience in screening a high volume of tenant candidates.
5. Evidence of experience in resident participation initiatives and the delivery of social supportive services.
6. Demonstration of knowledge of the management of permanent supportive housing in the Houston rental market.
7. Evidence of the ability to develop and implement an effective marketing and pre-leasing plan.
8. Resumes and position descriptions of senior management members who would be assigned to oversee the project (for example, the regional property manager). Show an organization chart of your staffing structure, including regional office locations.
9. An actual or prototypical budget and income and expense report for a property managed by the Offeror as evidence of the Offeror's financial reporting systems and expertise in operating matters.
10. Year-end financial statements for the past three completed fiscal years for the Offeror.

D. Company's Affirmative Action Policy and Accomplishments

Provide a description of the **Offeror's** accomplishments related to ownership, personnel, and purchase of goods and services to this end.

E. Certifications and Affidavits

Offerors shall submit the following certifications and affidavit as attached in Section VIII:

1. A copy of the Offeror's applicable license to operate in the State of Texas or Corporate Property Management Certification.
2. Insurance certification showing minimum limitation required in the management agreement.

F. Management Fee

Offeror shall state its proposed management fee.

G. References

The Offeror shall submit five references. Three of the five references should be owners of properties which are currently being managed by the Offeror and one of the five references should be a financial institution doing business with the Offeror.

II. GENERAL REQUIREMENTS OF MANAGEMENT AGREEMENT

Offerors will be responsible for the full range of services customary of a property management company. In the performance of these duties, the Offeror must comply with all applicable federal, state, and local laws.

IV. EVALUATION/SELECTION PROCESS AND SELECTION CRITERIA

Proposals will be evaluated by an Evaluation/Selection Committee comprised of the appropriate HCHA staff with the appropriate experience and/or knowledge.

The Committee will present its recommendations to the Board of Commissioners of HCHA. Offerors will be evaluated on the following ten (10) factors. After the initial scoring of proposals, those deemed by the Committee to be within the competitive range will become finalists and be asked to appear for an oral interview to clarify issues and, if necessary following the interview, to submit “best and final” offers.

After interviews and the receipt of best and final offers, each of those Offerors will be re-evaluated and re-scored using ten (10) factors (the original nine (9) factors and adding a tenth factor for site visit and management of Offeror’s property, worth 10 points). The Offeror with the highest overall score will be selected as the property manager of choice. Prior to final selection of the Property Manager, HCHA (the Owner) will undertake due diligence of the Property Manager including, but not limited to reference checks, affirmation of financial condition, etc. Any material discrepancies found as a result of due diligence may cause the Housing Authority to eliminate the Offeror from further consideration. The Owner, in its sole discretion, may then undertake due diligence on the Offeror with the next highest score from among those Offerors in the competitive range or undertake a new procurement.

1. Experience in managing commercial office space.	5 points
2. Experience in managing permanent supportive housing.	15 points
3. Experience in managing projects designed for formerly homeless families with a need for extensive social supportive services.	10 points
4. Currently manages a permanent supportive housing portfolio in excess of 500 units.	10 points
5. Experience in the administration of the delivery of resident social supportive services and initiatives.	10 points
6. Demonstrated knowledge of the management of permanent supportive housing in the Houston rental market.	5 points
7. Extensive and established financial management system and tenant database capability.	10 Points
8. Site visit and management of Offeror’s properties (for Finalists only)	10 points
9. Fee for management services.	<u>25 points</u>
TOTAL	100 points

VII. DISCLAIMER

The Owner reserves the right to refuse and reject all proposals and not award any contract. Further, except for the date of acknowledgement and date of proposal as due, the Owner is not obligated to meet the schedules contained in their solicitation, but fully intends to do so.

1) Attachments

All attachments of this RFP are incorporated herein, as if fully copied verbatim and made part of this RFP.

Attachment B

M/WBE PARTICIPATION

M/WBE PARTICIPATION: The **Offeror** agrees to use his/her best efforts to subcontract with minority business enterprises and/or women business enterprises (herein called **(M/WBE)** certified as such or recognized by Harris County Housing Authority as a certified **M/WBE**. **Offeror** shall make a good faith effort to subcontract a sufficient dollar amount with **M/WBEs** to ensure that a minimum of 30 percent of the final contract dollars are expended on one or more **M/WBEs**. All adjustments that cause the contract price to increase will also increase the total amount that **Offeror** must make a good faith effort to expend on **M/WBEs**.

USING BEST EFFORTS TO FULFILL M/WBE REQUIREMENT: In the event **HCHA** has a reasonable belief that **Offeror** will not use his/her/its best efforts to meet the 30 percent **M/WBE** participation goal, Harris County Housing Authority reserves the right to pull work from the contract. Best efforts may be established by a showing that **Offeror** has contacted and solicited bids/quotes from subcontractors and worked with the Housing Authority to seek assistance in identifying **M/WBEs**.

NOTIFICATION OF M/WBE PARTICIPATION: **Offeror** agrees to promptly complete and return all **M/WBE** Confirmation of Participation and **M/WBE** Confirmation of Payment forms utilized by Harris Housing Authority to confirm **M/WBE** subcontracting by submitting copies of checks made payable to the respective **M/WBE** subcontractor(s) signed by the **Offeror**.

OFFEROR

DATE

Note: This form must bear a signature

M/WBE PARTICIPATION

JOB CATEGORY	TOTAL ESTIMATED POSITIONS NEEDED FOR PROJECT	NO. POSITIONS OCCUPIED BY PERMANENT EMPLOYEES	NUMBER OF POSITIONS NOT OCCUPEID	NUMBER OF POSITIONS TO BE FILLED WITH M/WBE
OFFICER/SUPERVISOR				
PROFESSIONAL				
TECHNICAL				
HEAD QTR. MANAGEMENT				
OFFICE/CLERICAL				
SERVICE WORKERS				
TRADE:				
JOURNEYMAN				
HELPERS				
APPRENTICES				
TRAINEES				
CONTRACTS:				
OTHERS				

Company

Project Name

Person Completing Form

Date

ATTACHMENT C

FORM OF 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 **HARRIS COUNTY 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 _____, 2015

Notary Public

My Commission expires _____

ATTACHMENT D

AFFIRMATIVE ACTION FOR DISABLED WORKERS

41 CFR 60-741.4

41 CFR 60-250.4

(a) The Contractor 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 agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.

(b) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(c) In the event of the Contractor's 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.

(d) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

(e) The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract or other understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

(f) The Contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontract or vendor. The Contractor will take such action with request to any subcontract or purchase orders as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

(g) The Contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam Era in regard to any position for which the employee or applicant for employment is qualified. The Contractor shall comply with the affirmative action clause prescribe in 41 C.F.R. Section 60-250.4(a) through (m) and the regulations contained in part 60-250.

Attachment E

Conflict of Interest Questionnaire (CIQ)

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person 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 person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

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

OFFICE USE ONLY

Date Received

1 Name of person 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 the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date

ATTACHMENT F

Instructions to Offerors for Non-Construction (Form HUD-5369-B) and
Certifications and Representations of Offerors for Non-Construction Contracts
(Form HUD-5369-C)

Certifications and Representations of Offerors Non-Construction Contract

Public reporting burden for this collection of information is estimated to average 5 minutes 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.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offerors to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Contingent Fee Representation and Agreement

(a) The bidder/offeror represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offeror, the bidder/offeror:

- (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.

(b) If the answer to either (a)(1) or (a) (2) above is affirmative, the bidder/offeror shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offeror shall give the PHA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

2. Small, Minority, Women-Owned Business Concern Representation

The bidder/offeror 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 small business concern. "Women-owned," as used in this provision, means a small 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 enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned 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

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

(b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:

- (1) Is the person in the bidder/offeror'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/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror'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/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

4. Organizational Conflicts of Interest Certification

(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 a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

- (i) Award of the contract may result in an unfair competitive advantage;
- (ii) The Contractor's objectivity in performing the contract work may be impaired; or
- (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of 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 HA, the HA may terminate the Contract for default.

(d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

7. Offeror's Signature

The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

Signature & Date:

Typed or Printed Name:

Title:
