

HARRIS COUNTY HOUSING AUTHORITY  
REQUEST FOR PROPOSALS (RFP) 16-10  
EMPLOYMENT AND INCOME  
VERIFICATION SERVICES

COVER SHEET

DUE DATE: **September 29, 2016**

Proposals are due no later than 4:00pm local time in Houston, Texas.  
Proposals received later than the date and time above will not be considered.

OFFERORS NOTE: Carefully read all instructions, requirements and specifications. Fill out all forms properly and completely. All submissions must be sealed and marked with the RFP number and description. Submit three (3) hard copies of the proposal and one (1) electronic copy with all appropriate supplements and/or samples to the address below.

Horace Allison  
Chief Executive Officer  
Harris County Housing Authority  
8933 Interchange Drive  
Houston, TX 77054

QUESTIONS: Any questions or clarifications regarding this RFP must be submitted by **4:00pm CST on September 20, 2016** and must be emailed to **Katie Thomson** at **katie.thomson@hchatexas.org**.

Total Amount of Proposal: \$ \_\_\_\_\_

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Print Name \_\_\_\_\_

Signature: \_\_\_\_\_

## TABLE OF CONTENTS

This bid/proposal package includes the components indicated below. Offerors are asked to review the documentation to be sure that all applicable parts are included. Offeror should be thoroughly familiar with all of the following items applicable to the bid/proposal before submitting an offer.

1. Cover Sheet
2. Table of Contents
3. Specifications
4. Special Requirements/Instructions
5. General Requirements for Proposals
6. Attachments:
  - A. Attachment: References
  - B. Attachment: Questionnaire
  - C. Attachment: Form of Non-Collusive Affidavit
  - D. Attachment: M/WBE Participation Form
  - E. Attachment: Bidder's Proposed M/WBE Participation Form
  - F. Attachment: Sample Format for Recordkeeping Estimated Project Work Force Breakdown
  - G. Attachment: Form HUD 5369-B, Instructions to Offerors, Non-Construction
  - H. Attachment: Form HUD 5369-C, Certifications and Representations of Offerors
  - I. Attachment: Form HUD 5370-C, General Contract Conditions, Non-Construction
  - J. Attachment: Conflict of Interest Questionnaire (CIQ)
  - K. Attachment: Section 3 Policy
  - L. Attachment: Ethics Policy

## **SPECIFICATIONS**

### **SCOPE**

Harris County Housing Authority is accepting proposals from qualified vendors to provide Employment and Income Verification Services. All questions regarding this Request for Proposal (RFP) **must** be in writing and may be sent by email to [katie.thomson@hchatexas.org](mailto:katie.thomson@hchatexas.org) **before 4:00 pm local time in Houston on September 20, 2016**. A response to all questions received by that date and time will be posted on the HCHA website as an Addendum to this RFP by **September 23, 2016**.

### **BACKGROUND**

The Harris County Housing Authority is a special purpose government entity operating in Harris County, Texas ("County"). HCHA administers federal Department of Housing and Urban Development Section 8 Housing Choice Voucher assistance grants and is the general partner of eight (8) tax credit properties under Section 42 of the Internal Revenue Code.

HCHA was authorized to operate by the County through adoption of an order and resolution of the County Commissioners Court. HCHA's Chief Executive Officer (CEO) is the principal administrator, and the Authority is governed by a five-person Board of Commissioners. HCHA is not considered a component unit of any other entity. The County's Commissioners Court appoints all of HCHA's commissioners and may remove commissioners under Texas Local Government Code Chapter 392. However, HCHA has complete legislative and administrative authority. HCHA is subject to the requirements of Title 200 of the Code of Federal Regulations and HCHA's Procurement Policy.

HCHA is responsible for the development of low-income rental developments, management of publicly owned or assisted housing developments, operations of rent-subsidy programs and rehabilitation of existing housing stock. HCHA serves the unincorporated areas of Harris County.

### **PROJECT OVERVIEW**

HCHA is seeking a vendor to provide Employment and Income Verification Services on persons: (i) applying for government-funded benefits or to participate in government-funded programs provided, or administered, by the Authority; (ii) receiving or participating in government-funded benefits or programs provided, or administered, by the Authority; (iii) applying for employment with the Authority; or (iv) currently employed by the Authority, but for whom the Authority needs or requires verification of employment or income.

### **SCOPE OF WORK**

The primary scope of services to be rendered includes the following:

1. Employment Verification Report(s), including employer name, employer address, employer telephone number, employment status (including reasons for termination and whether the individual is eligible for re-employment), employment dates, job titles, job duties, rates of pay, payroll history, gross YTD earnings and/or historical YTD data;
2. Income Verification Report(s), including, employer name, employer address, employer telephone number, employment dates, job titles, job duties, rates of pay, payroll history, gross YTD earnings and/or historical YTD data;
3. Ability to access employment and income histories based on social security number.

### **VENDOR REQUIREMENTS**

Vendor must be available during office hours of Monday thru Friday, 8am to 5pm. Vendor shall deliver Employment and/or Income Verification Reports to HCHA within twenty-four (24) hours of a request by the Authority. Should HCHA make a request for Employment and/or Income Verification Reports on a Friday, vendor shall provide the Report(s) to HCHA on the following Monday at the same hour the Report would have been due on the Saturday following the Authority's request.

**COST PROPOSAL**

Vendor must provide a cost proposal that clearly identifies the pricing model and the services included. Costs outlined in this proposal should be comprehensive and include all expenses necessary for the vendor to provide Employment and Income Verification Services to the Authority. This proposal should also identify when (if ever) the housing authority would incur additional costs, what services are not included in the price quote, and any limits to service hours/requests/etc. HCHA may give preference to firms providing a fixed monthly cost for Employment and Income Verification Services.

## **SPECIAL REQUIREMENTS/INSTRUCTIONS**

The following requirements and specifications supersede General Requirements where applicable.

### **VENDOR INSTRUCTIONS**

Responses to this Request for Proposal (RFP) shall be formatted and organized in the following order for consistency and easy screening:

- All proposals must be typed, single spaced, and printed on 8 ½” by 11” paper.
- Vendors should submit three (3) copies of the proposal. All proposals must include a fully executed and signed RFP Cover Sheet. Vendors should also provide one (1) CD-ROM or flash drive with the complete proposal response in Microsoft Word, Excel or searchable PDF format, as applicable.
- The complete proposal response must be sealed in an envelope or box for delivery to the Harris County Housing Authority per instructions on the RFP Cover Sheet.
- All documents must be labeled with the vendor’s name and the RFP title and number. Any response received by HCHA that is not identified on the outside with the RFP number will be at risk for rejection.
- Each section of the vendor’s response should start on a new page.
- All proposals should include a Table of Contents, which must list Sections I-VIII as shown below and include the contents of each section as outlined below.

### **RFP Cover Sheet (Completed)**

#### **Table of Contents**

#### **Section I: Transmittal Letter**

The transmittal letter should include:

- Vendor name and address; name, title, email, telephone and fax number of person(s) to be contacted for clarifications or additional information regarding offer;
- Name, title, email, telephone and fax number of person authorized to contractually obligate vendor’s company with offer and any future negotiations; and
- A brief statement summarizing the vendor’s understanding of the project and relevant experience

#### **Section II: Scope of Service/Narrative of Proposed Services**

- Describe your organization’s philosophy, approach and preferred methods for meeting requirements and/or deliverables in the specifications.
- Provide the greatest amount of meaningful detail possible to describe the proposed products/services. Indicate if vendor can meet the specifications, or if the specifications can be met only under certain conditions or circumstances. If vendor is not able to meet the specification, briefly explain why, noting any concerns or issues HCHA should be aware of.
- Provide a timeline indicating deliverables, vendor responsibilities and resources needed from HCHA.

**NOTE:** Mere reiterations of specifications are strongly discouraged, as they do not provide insight into the vendor’s ability to meet the specifications.

**Section III: Pricing Information** – Vendors must provide the total amount for the proposed services. Pricing must be all inclusive and detailed and itemized on a separate page including ALL work plans and fees. Any/all expenses or additions must be included.

#### **Section IV: Organizational Information/Qualifications**

- Vendor’s history, background and principal officers

- Company organization chart
- Key personnel: backgrounds, education, licenses and experience
- References (Attachment B)

**Section V: Section 3 Training and Employment Opportunities**

- Describe your organization’s policy of providing training and employment opportunities to residents, contracting with residents and resident-owned businesses.
- Vendor must read and comply with HCHA’s Section 3 Policy, as well as, 24 C.F.R. Part 35.

**Section VI: Small, Minority, Women, and Labor Surplus Area Business Enterprises,**

- Describe your organization’s good faith efforts to ensure that Small and Minority Business Enterprises, Women’s Business Enterprises, and Labor Surplus Area Businesses, participate in subcontracts with your organization, including this Project.
- Vendor must complete and return the M/WBE Participation Form, Bidder’s Proposed M/WBE Participation Form, and Sample Format for Recordkeeping Estimated Project Work Force Breakdown.

**Section VII: Legal Documents** – Include any standard agreement(s) and/or contracts(s) associated with vendor’s response.

**Section VIII: Questionnaire** – Vendor must complete and return all answers to the questionnaire included in this RFP in the order in which they are listed. Failure to do so may result in disqualification.

**Section IX: Attachments** – Vendor must review and be familiar with the terms and conditions, and obligations stated in all attachments to this RFP. Vendor must complete all required certifications attached to this RFP and include them in its response in this section.

**Section X: Miscellaneous** – State exceptions to any of the requirements in this RFP, if any. Company brochures, marketing materials, or any other information vendor deems appropriate to the RFP response may be included in this section.

HCHA will not be liable for any costs incurred by the vendor in preparing a response to this RFP. Vendors submit proposals at their own risk and expense. HCHA makes no guarantee that any products or services will be purchased as a result of this RFP, and reserves the right to reject any and all proposals. All proposals and accompanying documentation will become the property of HCHA. All proposals are open to negotiation.

The vendor is expected to examine all documents, forms, specifications, and all instructions. Failure to do so will be at vendor’s risk.

At and after opening, proposals will NOT be part of the public record and subject to disclosure, but will be kept confidential until time of award and execution of an agreement. When an award is made and an agreement is executed, proposals are subject to review under the “Public Information Act”. To the extent permitted by law, vendors may request in writing non-disclosure of confidential data. Such data shall accompany the proposal, be readily separable from the proposal, and shall be CLEARLY MARKED “CONFIDENTIAL”. For those portions identified as confidential by the vendor, Harris County Housing Authority must rely on advice, decisions and opinions of the Attorney General of the State of Texas relative to the disclosure of data or information.

**EVALUATION PROCESS**

All proposals will be examined by an evaluation committee consisting of various HCHA personnel.

Proposals that do not conform to the instructions or which do not address all the services as specified may be eliminated from consideration. However, HCHA reserves the right to accept such a proposal if it is determined to be in the best interest of the Authority.

While HCHA appreciates brief, straightforward, and concise replies, the proposer must fully understand that the evaluation is based on the information provided. Accuracy and completeness are essential. Omissions, ambiguous and equivocal statements may be construed against the proposer. The proposal response may be incorporated into any contract which results from this RFP, and vendors are cautioned not to make claims or statements they are not prepared to commit to contractually. Failure of the vendor to meet such claims will result in a requirement that the vendor provide resources necessary to meet submitted claims.

HCHA may initiate discussions with selected vendors; however, discussions may not be initiated by vendors. All correspondence relating to this RFP, from advertisement to award shall be sent to the contact person indicated on the RFP Cover Sheet.

Selected vendors may be expected to make a presentation/product demonstration to an Evaluation Committee. Proposals, vendor presentations and product/service evaluations may develop into negotiating sessions with the vendor(s) as selected by the Evaluation Committee. HCHA expects to conduct negotiations with vendor's representatives authorized to contractually obligate the vendor with an offer. If vendor is unable to agree to contract terms and conditions, Harris County reserves the right to terminate contract negotiations with that vendor and initiate negotiations with another vendor.

### **EVALUATION CRITERIA**

Award shall be made to the responsible vendor whose proposal is determined to be the best evaluated offer resulting from negotiations and taking into consideration all aspects of proposal impact items and the following in order of relative importance:

- Experience with other housing authorities or organizations of similar size to Harris County Housing Authority including references submitted with proposal 20 pts
- Demonstrated ability to provide the required services 25 pts
- Qualifications of firm and staff and previous experience providing comprehensive Employment Verification support 20 pts
- Pricing 20 pts
- Proposed approach to the project and overall quality of vendor's proposal 10 pts
- Ability to comply with current or new federal, state, and local laws, rules and regulations, and standards that may not be outlined in the contract 5 pts
- Section 3 employment and other economic opportunities generated to be directed to HCHA residents and to business concerns which provide economic opportunities to HCHA residents 5 pts
- Total possible points: 105

Submission of a proposal implies the vendor's acceptance of the evaluation criteria and vendor's recognition that subjective judgments must be made by the Evaluation Committee.

### **AWARD**

No award can be made until approved by the HCHA Board of Commissioners. This RFP does not obligate HCHA to the eventual purchase of any product/service described, implied or which may be proposed. Progress toward this end is solely at the discretion of HCHA and may be terminated at any time prior to execution of an agreement.

### **REFERENCES**

Vendor must provide a minimum of three (3) references using letters of reference from companies for whom vendor has provided services in the past twelve (12) months as demonstration of vendor's prior experience. Letters must include the following information:

- Organization/client name/address
- Name of contact person
- Telephone number for contact
- Email address of contact
- Date of services provided must not be older than three (3) years
- Vendor services or products provided to this client

### **LEGAL DOCUMENTS**

Vendor should submit any agreement for products/services which may be required by the vendor's organization to enter into a contract with HCHA. The awarded vendor will be required to execute an agreement with HCHA which finalizes the terms and conditions set forth in vendor's proposal, best and final offer, and any negotiations between vendor and HCHA. The agreement is subject to review and amendment by the Harris County Attorney's Office.

### **INVOICES**

Vendor shall submit an invoice upon completion of each deliverable. Deliverables will be considered complete only upon written acceptance by HCHA. Each invoice shall include deliverable(s) completed and the price for each. No charges may be billed to HCHA unless such costs are explicitly included in the agreement.

### **REGULATION AND OVERSIGHT**

HCHA contracts with the US Department of Housing and Urban Development (HUD) and is subject to HUD regulation and oversight. This project must be performed in compliance with all applicable HUD regulations, federal and state employment laws.

### **HCHA LIABILITY AND INDEMNIFICATION**

HCHA's liability is limited by the laws and Constitution of the State of Texas. Vendor agrees and understands that HCHA shall not indemnify vendor or any third party for any loss, liability, or expense whatsoever or waive any immunity that it may have under Texas law.

### **SUBCONTRACTORS**

The name of any subcontractor who the vendor's firm is interested in contracting with on this project must be included in the proposal. All subcontractors must meet the same requirements as the vendor submitting the proposal. All invoices must be submitted with supporting documentation from the primary firm awarded the contract.

## **GENERAL REQUIREMENTS FOR PROPOSALS**

General Requirements apply to all advertised requests for proposals; however, these may be superseded, in whole or in part, by other data contained herein.

### **ACCESS TO RECORDS**

In special circumstances, vendor may be required to allow duly authorized representatives of Harris County Housing Authority (HCHA) or the state and federal government access to contracts, books, documents, and records necessary to verify the nature and extent of the cost of services provided by vendor. Vendor must keep records within Harris County Housing Authority or note in proposal that records will be available within the boundaries of Harris County Housing Authority to those representatives within twenty-four (24) hours of request by HCHA.

### **ADDENDA**

When specifications are revised, the Harris County Housing Authority will issue an amendment addressing the nature of the change. Amendments will be made available on HCHA's website ([hchatexas.org](http://hchatexas.org)).

### **ASSIGNMENT**

The successful offeror may not assign, sell or otherwise transfer this contract without written permission of Harris County Housing Authority.

### **AWARD**

Harris County Housing Authority reserves the right to award this contract on the basis of the most responsive and responsible offer in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, and to reject any or all proposals.

### **BONDS**

If this bid requires submission of proposal guarantee and performance and payment bonds, there will be a separate page explaining those requirements. Proposals submitted without the required proposal bond or cashier's checks are not acceptable.

### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY, AND VOLUNTARY EXCLUSION**

The Contractor certifies by execution of this Contract that it is not ineligible for participation in federal or state assistance programs under Executive Order 12549, "Debarment and Suspension." Additionally, contractor warrants and represents by execution of this Contract that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any Federal programs, including but not limited to the following: Department of Housing and Urban Development (HUD), Office of Inspector General (OIG) - List of Excluded Individuals & Entities (LEIE); U.S. General Work Administration (GSA) – Excluded Parties List System (EPLS); Government Terrorist Watch List (OFAC / Patriot Act); Department of Commerce, Bureau of Industry and Security, Denied Persons List; and Department of Homeland Security, Immigration and Customs Enforcement (ICE) Most Wanted. Contractor also certifies that contractor will notify Harris County Housing Authority in writing immediately if contractor is not in compliance with Executive Order 12549 during the term of this contract. Contractor agrees to refund Harris County Housing Authority for any payments made to the contractor while ineligible.

### **COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS**

The vendor shall follow all federal, state, and local laws, rules, codes, ordinances, and regulations applicable to the vendor's services. The vendor warrants and represents that it will pay all its workers all monies earned by its workers including, but not limited to regular wages, any overtime compensation, or any additional payments pursuant to the Fair Labor Standards Act, 29 U.S.C. Section 207 9a(1), as

amended; the Texas Pay Day Act; the Equal Pay Act; Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000e, *et al.*, as amended; or any provisions of the Texas Labor Code Ann., as amended.

### **CONTRACT OBLIGATION**

Harris County Housing Authority must award the contract and an authorized person must sign the contract before it becomes binding on Harris County Housing Authority or the offerors. Department heads are NOT authorized to sign agreements for Harris County Housing Authority. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

### **CONTRACT RENEWALS**

Renewals may be made ONLY by written agreement between Harris County Housing Authority and the offeror. Contract terms, including any renewals, may not exceed four (4) years. Any price escalations are limited to those stated by the offeror in the original proposal.

### **CONTRACT TRANSITION**

In the event services end by either contract expiration or termination, it shall be required that the vendor continue services if requested by Harris County Housing Authority, until new services can be completely operational. The vendor acknowledges its responsibility to cooperate fully with the replacement vendor and Harris County Housing Authority to ensure a smooth and timely transition to the replacement vendor. Such transitional period shall not extend more than ninety (90) days beyond the expiration/termination date of the contract, or any extension thereof. The vendor shall be reimbursed for services during the transitional period at the rate in effect when the current contract expired or was terminated. During any transition period, all other terms and conditions of the contract shall remain in full force and effect as originally written and subsequently amended.

### **DISQUALIFICATION OF OFFEROR**

Upon signing this bid document, an offeror offering to sell supplies, materials, services, or equipment to Harris County Housing Authority certifies that the offeror has not violated the antitrust laws of this state codified in Texas Business and Commerce Code §15.01, *et seq.*, as amended, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all proposals may be rejected if HCHA believes that collusion exists among the offerors. Proposals in which the prices are obviously unbalanced may be rejected. If multiple proposals are submitted by an offeror and after the proposals are opened, one of the proposals is withdrawn, the result will be that all of the proposals submitted by that offeror will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple proposals for different products or services.

### **E-MAIL ADDRESSES CONSENT**

Vendor affirmatively consents to the disclosure of e-mail addresses that are provided to Harris County Housing Authority. This consent is intended to comply with the requirements of the Texas Public Information Act, Tex. Gov't Code Ann. §552.137, as amended, and shall survive termination of this agreement. This consent shall apply to e-mail addresses provided by Vendor, its employees, officers, and agents acting on Vendor's behalf and shall apply to any e-mail address provided in any form for any reason whether related to this bid/proposal or otherwise.

### **ETHICS**

Vendor shall read and be familiar with HCHA's Ethics Policy and shall refrain from any conduct that will, or may, result in the violation of the Ethics Policy by any of HCHA's Commissioners or employees. If, at any time, an actual or apparent conflict of interest arises related to the work contemplated under this Agreement, including any violation of the Ethics Policy, Vendor shall immediately disclose such conflict in writing to HCHA.

## **EVALUATION**

Evaluation shall be used as a determinant as to which proposed items or services are the most efficient and/or most economical for HCHA. All proposals are subject to negotiations by the Harris County Housing Authority with recommendation to the appropriate governing body. Compliance with all requirements, delivery and needs of the using department are considerations in evaluating proposals. **Pricing is NOT the only criteria for making a recommendation.** A preliminary evaluation by Harris County Housing Authority will be held and appropriate proposals may be subjected to the negotiating process and a request for a Best and Final Offer. Upon completion of the negotiations, Harris County Housing Authority will make an award. All proposals that have been submitted shall be available and open for public inspection after the contract is awarded except for trade secrets or confidential information contained in the proposals and identified as such.

## **FISCAL FUNDING**

A multi-year lease or lease/purchase arrangement (if requested by the Special Requirements/Instructions), or any contract continuing as a result of an extension option, must include a fiscal funding out provision in the lease or contract. If, for any reason, funds are not appropriated by the applicable governing body to continue the lease or contract in their sole discretion, said lease or contract shall become null and void on the last day of the current appropriation of funds. After expiration of the lease, leased equipment shall be removed by the offeror from the using department without penalty of any kind or form to Harris County Housing Authority. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the offeror.

## **GOVERNING FORMS**

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Harris County Housing Authority's interpretation shall govern.

## **GOVERNING LAW**

Offerors shall comply with all applicable federal, state and local laws and regulations. Offeror is further advised that these requirements shall be fully governed by the laws of the State of Texas and that Harris County Housing Authority may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements. The forum for contractual issues shall be in Texas and the venue shall be exclusively in Houston, Harris County, Texas, in a federal or state court of competent jurisdiction.

## **GRANT FUNDING**

Any contract entered into by HCHA that is to be paid from grant funds shall be limited to payment from the grant funding and the vendor/provider understands that HCHA has not set aside any authority funds for the payment of obligations under a grant contract. If grant funding should become unavailable at any time for the continuation of services paid for by the grant, and further funding cannot be obtained for the contract, then the sole recourse of the provider shall be to terminate any further services under the contract and the contract shall be null and void.

## **HOLD HARMLESS AGREEMENT**

Contractor, the successful offeror, shall indemnify, defend, and hold Harris County Housing Authority harmless from all claims for personal injury, death and/or property damage resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this proposal, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this proposal. Certification of such coverage must be provided to HCHA upon request.

## **INSPECTIONS & TESTING**

Harris County Housing Authority reserves the right to inspect any item(s) or service location for compliance with specifications, requirements and needs of HCHA. If an offeror cannot furnish a sample of a proposed item, where applicable, for review, or fails to satisfactorily show an ability to perform, HCHA can reject the proposal as inadequate.

#### **INVOICES AND PAYMENTS**

Offerors shall submit an original invoice after each delivery. Invoices must be itemized. Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the offeror for correction. Under term contracts, when multiple deliveries and/or services are required, the offeror may invoice following each delivery and HCHA will pay on invoice. Contracts providing for a monthly charge will be billed and paid on a monthly basis only. Prior to any and all payments made for goods and/or services provided under this contract, the offeror should provide its Taxpayer Identification Number or social security number as applicable. This information must be on file. Failure to provide this information may result in a delay in payment and/or back-up withholding as required by the Internal Revenue Service.

#### **MAINTENANCE**

Maintenance required for equipment proposed should be available in Harris County Housing Authority by a manufacturer-authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information form. If Harris County Housing Authority opts to include maintenance, it shall be so stated in the contract and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

#### **MATERIAL SAFETY DATA SHEETS**

Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", an offeror must provide to HCHA, with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the offeror to furnish this documentation will be cause to reject any proposal applying thereto.

#### **POTENTIAL CONFLICTS OF INTEREST**

With the exception of developers, an outside consultant or contractor is prohibited from submitting a proposal for services on a Harris County Housing Authority project of which the consultant or contractor was a designer or other previous contributor, or was an affiliate, subsidiary, joint venturer or was in any other manner associated by ownership to any party that was a designer or other previous contributor. If such a consultant or contractor submits a prohibited proposal, that proposal shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by Harris County Housing Authority. Contractor shall not use funds to directly or indirectly pay any person for influencing or attempting to influence any public employee or official in connection with the awarding of any contract or the extension, continuation, renewal, amendment or modification of any contract.

#### **PROPOSAL SUBMISSION**

Offerors must return all completed proposals to the Harris County Housing Authority at 8933 Interchange Drive, Houston TX 77054 **before 4:00pm LOCAL TIME IN HOUSTON, TEXAS** on the date specified. Late proposals will not be accepted. Proposals should be addressed to the party indicated on the RFP Cover Sheet, which must be signed by an authorized representative of the offeror.

#### **PURCHASE DELIVERY**

The fastest, most reasonable delivery time shall be indicated by the offeror along with any special information concerning delivery. All items shall be shipped **F.O.B. INSIDE DELIVERY** unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by HCHA. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future

deliveries and cancellation of the contract by Harris County Housing Authority without prejudice to other remedies provided by law. **Where delivery times are critical, Harris County Housing Authority reserves the right to award accordingly.**

#### **SEVERABILITY**

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

#### **SILENCE OF SPECIFICATIONS FOR NON-CONSTRUCTION CONTRACTS**

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item proposed.

#### **SUPPLEMENTAL MATERIALS**

Offerors are responsible for including all pertinent product data in the returned proposal package. Literature, brochures, data sheets, specification information, completed forms requested as part of the proposal package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the offeror wishes to include as a condition of the proposal, must also be in the returned proposal package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire proposal.

#### **TAXES**

Harris County Housing Authority is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Harris County Housing Authority claims exemption from all sales and/or use taxes. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request.

#### **TERM CONTRACTS**

If the contract is intended to cover a specific time period, the term will be given in the specifications under SCOPE.

#### **TERMINATION**

Harris County Housing Authority reserves the right to terminate the contract for default if offeror breaches any of the terms therein, including warranties of offeror or if the offeror becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Harris County Housing Authority may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Harris County Housing Authority's satisfaction and/or to meet all other obligations and requirements. Harris County Housing Authority may terminate the contract without cause upon thirty (30) days written notice.

#### **TERMINATION FOR HEALTH AND SAFETY VIOLATIONS**

Harris County Housing Authority has the option to terminate this contract immediately without prior notice if offeror fails to perform any of its obligations in this contract if the failure (a) created a potential threat to health or safety or (b) violated a law, ordinance, or regulation designed to protect health or safety.

#### **TITLE TRANSFER**

Title and risk of loss of goods shall not pass to Harris County Housing Authority until Harris County Housing Authority actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30am and 4:00pm., Monday through Friday. Offerors are advised to consult HCHA for instructions.

**WAIVER OF SUBROGATION**

Offeror and offeror's insurance carrier waive any and all rights whatsoever with regard to subrogation against Harris County Housing Authority as an indirect party to any suit arising out of personal or property damages resulting from offeror's performance under this agreement.

**WARRANTIES (AS APPLICABLE)**

Offerors shall furnish all data pertinent to warranties or guarantees which may apply to items in the proposal. Offerors may not limit or exclude any implied warranties. Offeror warrants that product sold to HCHA shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, Harris County Housing Authority may return the product for correction or replacement at the offeror's expense. If offeror fails to make the appropriate correction within a reasonable time, Harris County Housing Authority may correct at the offeror's expense.

**ATTACHMENT A  
REFERENCES**

Provide a minimum of three (3) references wherein vendor has provided similar services in the last twelve (12) months for an entity similar to HCHA. If applicable, also provide name(s) of team member(s) who rendered services. References provided must be current and verifiable. HCHA will conduct reference checks to verify and validate vendors' past performance. Reference checks indicating poor or failed performance by vendor will be cause for rejection of the proposal submitted. In addition, failure to provide verifiable references may be cause for rejection of proposal submitted.

Reference #1

Organization Name: \_\_\_\_\_  
Contact Name/Telephone No.: \_\_\_\_\_  
Address/Email Address: \_\_\_\_\_  
\_\_\_\_\_  
Dates of Service: \_\_\_\_\_  
Team Member(s): \_\_\_\_\_  
Services provided: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Reference #2

Organization Name: \_\_\_\_\_  
Contact Name/Telephone No.: \_\_\_\_\_  
Address/Email Address: \_\_\_\_\_  
\_\_\_\_\_  
Dates of Service: \_\_\_\_\_  
Team Member(s): \_\_\_\_\_  
Services provided: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Reference #3

Organization Name: \_\_\_\_\_  
Contact Name/Telephone No.: \_\_\_\_\_  
Address/Email Address: \_\_\_\_\_  
\_\_\_\_\_  
Dates of Service: \_\_\_\_\_  
Team Member(s): \_\_\_\_\_  
Services provided: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Reference #4

Organization Name: \_\_\_\_\_

Contact Name/Telephone No.: \_\_\_\_\_

Address/Email Address: \_\_\_\_\_

Dates of Service: \_\_\_\_\_

Team Member(s): \_\_\_\_\_

Services provided: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Reference #5

Organization Name: \_\_\_\_\_

Contact Name/Telephone No.: \_\_\_\_\_

Address/Email Address: \_\_\_\_\_

Dates of Service: \_\_\_\_\_

Team Member(s): \_\_\_\_\_

Services provided: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Reference #6

Organization Name: \_\_\_\_\_

Contact Name/Telephone No.: \_\_\_\_\_

Address/Email Address: \_\_\_\_\_

Dates of Service: \_\_\_\_\_

Team Member(s): \_\_\_\_\_

Services provided: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## **ATTACHMENT B QUESTIONNAIRE**

The responses to the questionnaire will be used in the evaluation process. Questions must be answered in the order listed. Responses must be as thorough and definitive as possible and include all pertinent data. Include in Section VI of response.

1. Please state the legal name and give a brief description of your organization including:
  - Form of business
  - If corporation:
    - Date incorporated
    - Under the laws of what state
    - Executive officer
    - Provide a complete list of officers
  - If Partnership:
    - Date formed
    - Is Partnership general, limited or associated?
    - Provide a complete list of members
    - Provide a complete list of all local branch offices
  - Principal office location and Houston address
  - History
  - Joint Ventures, Partnerships or Other Relevant Relationships
  - Number of Employees
  - Number and types of clients
2. If your organization does not have a Houston office, explain how your organization will provide services should HCHA decide to award to your organization.
3. Is your organization presently in compliance with all City, State and Federal requirements with jurisdiction over your business? If your answer is “No”, what is the specific area of non-compliance and what do you anticipate is the outcome?
4. How many years has your organization been in existence in its current business form and operating under the same name?
5. What are your general office hours?
6. Has your organization conducted business with Harris County Housing Authority in the last 24 months? If yes, provide details.
7. Provide the name of the representative to be assigned to handling all of HCHA’s needs, facilitating communication and ensuring quality of services.
8. Has your organization or any team member thereof to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years? Is the vendor's organization or any of its officers, director, partners or principals now under indictment, court order or investigation?
9. Has your organization or any team member thereof to be assigned to this engagement been terminated (for cause or otherwise) from any work being performed for HCHA or any other federal, state or local government, or private entity?

10. Has your organization or any team member thereof to be assigned to this project been involved in any claim or litigation with the HCHA or any other federal, state or local government, or private entity during the last ten (10) years?
11. Describe any litigation against your organization in the past five (5) years including any settled or dismissed matters. Is vendor's organization under investigation or subject to any regulatory action by either a state or federal agency? If yes, explain.
12. Has your organization had any complaints filed with the Better Business Bureau for failure to perform in accordance with agreements?
13. Is your organization currently involved in any active/pending civil matters? If yes, explain.
14. Provide a disclosure statement for any conflicts of interest.

**ATTACHMENT C**  
**FORM OF NON-COLLUSIVE AFFIDAVIT**

STATE OF TEXAS  
COUNTY OF HARRIS

\_\_\_\_\_, being first duly sworn, deposes and says that he/she 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, in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person to fix the bid price of 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 HARRIS COUNTY HOUSING AUTHORITY or 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 \_\_\_\_\_, 2016

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

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

**ATTACHMENT D**  
**FORM HUD-5369-B, INSTRUCTIONS TO OFFERORS, NON-CONSTRUCTION**



**ATTACHMENT F**  
**SAMPLE FORMAT FOR RECORDKEEPING**  
**ESTIMATED PROJECT WORK FORCE BREAKDOWN**

**ATTACHMENT G**  
**FORM HUD-5369-B, INSTRUCTIONS TO OFFERORS, NON-CONSTRUCTION**

**ATTACHMENT H**  
**FORM HUD-5369-C, CERTIFICATIONS AND REPRESENTATIONS OF OFFERORS**

**ATTACHMENT I**  
**FORM HUD-5370-C, GENERAL CONTRACT CONDITIONS, NON-CONSTRUCTION**

**ATTACHMENT J**  
**CONFLICT OF INTEREST QUESTIONNAIRE (CIQ)**

**ATTACHMENT K**  
**SECTION 3 POLICY**

The work performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development (HUD) Act of 1968, as amended by Section 915 of the Housing and Community Development Act of 1992. Section 3 requires that, to the greatest extent feasible, employment and other economic opportunities generated by HUD funds be directed to low-income residents, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low-income persons. HCHA's Section 3 Policy is attached.

**ATTACHMENT L  
ETHICS POLICY**