

**HARRIS COUNTY HOUSING AUTHORITY  
8933 Interchange Dr., Houston, TX 77054**

**REQUEST FOR PROPOSALS (RFP) #15-03**

**Construction Management Services**

**TYPE OF PROJECT:** Harris County Housing Authority (“HCHA”) is seeking proposals from qualified professional consulting firms and/or independent contractors to provide Construction Management Services (CM) for the Retreat at Westlock a 140 unit elderly housing development.

**CONTACT PERSON:** Horace Allison, AIA, Harris County Housing Authority,  
[Horace.Allison@hchatexas.org](mailto:Horace.Allison@hchatexas.org)

**SUBMISSION DEADLINE:** Tuesday, November 3, 2015 @ 3:00 p.m. (CST)

**SUBMISSION ADDRESS:**  
Horace Allison, AIA  
Harris County Housing Authority  
8933 Interchange. Dr, Houston, Texas, 77054

Harris County Housing Authority (“HCHA”) hereby solicits qualifications from interested qualified professional firms to provide **Construction Management Services** associated with the construction of the Retreat at Westlock – an affordable housing development being developed by Harris County Housing Authority and ITEX Group, LLC. **RFP # 15-03** will be posted on **October 19, 2015** and can be downloaded from HCHA's website [www.hchatexas.org](http://www.hchatexas.org).

Prospective offerors desiring any explanations or interpretations of this solicitation must make a request in writing no later than **October 27, 2015**. The request must be emailed to Horace Allison at [Horace.Allison@hchatexas.org](mailto:Horace.Allison@hchatexas.org). All amendment(s) to this solicitation, if issued, will be posted on HCHA's website [www.hchatexas.org](http://www.hchatexas.org). Responses to this RFP must be received no later than **November 3, 2015, at 3:00 pm**.

Responses must be enclosed in a sealed envelope and labeled as follows:

**Construction Management Services for the Retreat at Westlock.  
RFP # 15-03 due date and time: November 3, 2015, 3:00 P.M. (CST)**

**Name of Offeror \_\_\_\_\_.**

RFP submissions must be addressed to:

**Horace Allison, AIA, c/o Harris County Housing Authority, 8933 Interchange Drive, Houston, Texas 77054**  
RFP submissions may also be emailed as a PDF attachment to [Horace.Allison@hchatexas.org](mailto:Horace.Allison@hchatexas.org).

**HCHA reserves the right to reject any and all proposals.**

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## **PART I — GENERAL INFORMATION**

### **1.1 HCHA's Activities**

Harris County Housing Authority (“HCHA”) is currently governed by the Housing Authorities Law, codified in the Texas Local Government Code. It is a unit of government and its functions are essential governmental functions. It operates and manages its housing developments to provide decent, safe, sanitary and affordable housing to low income families, the elderly, and the disabled, and implements various programs designed and funded by the U.S. Department of Housing and Urban Development (“HUD”). HCHA is a Public Housing Agency. The property of HCHA is used for essential public and governmental purposes. HCHA and its property are exempt from all taxes, including sales tax on all its purchases of supplies and services. HCHA enters into and executes contracts and other instruments that are necessary and convenient for the exercise of its powers. HCHA maintains contractual arrangements with HUD to manage and operate its Affordable Housing Development Program and administers the Housing Choice Voucher (HCV or Section 8) Program. HCHA programs are privately and federally funded. HCHA revenue is received from federal funds, administrative fees, development grants and rental income. HCHA, in partnership with the private sector, developed eight affordable housing developments. HCHA currently employs 35 regular full time staff, owns and manages over 1,038 affordable housing units and administers rental assistance for 4100 privately owned rental units through the Section 8 HCV programs. Total HCHA operating and development budget for the fiscal year 2015 is approximately \$4.6 million.

### **1.2 Introductions**

In compliance with 24 CFR 85.36, Harris County Housing Authority (HCHA) hereby request proposals from qualified professional consulting firms to provide Construction Management Services.

### **1.3 Method of Solicitation**

HCHA is soliciting competitive proposals from qualified persons or firms with a documented track record of providing the required services, preferably for public housing authorities or other agencies through a formal Request for Proposal (RFP) process. Proposals should demonstrate detailed plans on how the Respondent intends to provide the required service in a manner that will result in the successful and timely completion of the services. In addition, the proposal should demonstrate the Respondent's capacity and readiness to perform the Scope of Services immediately upon execution of a contract with HCHA. Finally, the proposal should include evidence of the Respondent's previous experience and qualifications relative to the provision of such services.

### **1.4 Obtain Copies of this Solicitation**

RFP #15-03 will be posted on and can be downloaded from HCHA's website [www.hchatexas.org](http://www.hchatexas.org), beginning **October 19, 2015**.

Persons wishing to be mailed copies may request via email: [Horace.Allison@hchatexas.org](mailto:Horace.Allison@hchatexas.org).

## PART II — SUPPLEMENTAL INSTRUCTIONS TO RESPONDENTS

### 2.1 Submission of Proposals

An original and four (4) copies (a total of five) of the complete submission package must be received by the HCHA, Attn: Horace Allison, AIA, Chief Executive Officer by 3:00 P.M. on November 3, 2015. The original and all copies of the submission package must be submitted in a sealed envelope and addressed to Horace Allison, AIA, Chief Executive Officer, Harris County Housing Authority, 8933 Interchange, Houston, Texas 77054. On the outside of the envelope should be the Respondent's name and address, phone number, the due date of November 3, 2015 and the RFP title **Construction Management Services for the Retreat at Westlock. RFP #15-03.** The submission package must be signed by an officer of the Respondent who is legally authorized to enter into a contractual relationship in the name of the Respondent. In the absence of a corporate seal, the submission package must be notarized by a Notary Public. RFP submissions may also be emailed as a PDF attachment to [Horace.Allison@hchatexas.org](mailto:Horace.Allison@hchatexas.org). HCHA will render its decision on or about November 18, 2015.

### 2.2 Withdrawal of Proposal

Mistakes in Proposals: If a mistake in a proposal is suspected or alleged, the proposal may be corrected or withdrawn during any negotiations that are held. If negotiations are not held, or if best and final offers have been received, the Respondent may be permitted to correct a mistake in its proposal and the intended correct offer may be considered based on the conditions that follow:

1. The mistake and the intended correct offer are clearly evident on the face of the proposal.
2. The Respondent submits written evidence that clearly and convincingly demonstrates both the existing offer and such correction would not be contrary to the fair and equal treatment of other Respondents.

Mistakes after award shall not be corrected unless HCHA's General Counsel makes a written determination that it would be disadvantageous to HCHA not to allow the mistake to be corrected. The approval or disapproval of requests of this nature shall be in writing by HCHA's General Counsel.

### 2.3 Conflict of Interest

Conflict of Interest The development team warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest. Conflict of interest is defined as a situation in which the nature of work under this contract and the Respondent's organizational, financial, contractual or other interests are such that:

1. Award of the contract may result in an unfair competitive advantage.
2. The Respondent's objectivity in performing the contract work may be impaired. In the event the Respondent has an organizational conflict of interest as defined herein, the Respondent shall disclose such conflict of interest fully in the proposal submission.
3. The Respondent 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 Chief Executive Officer which shall include a description of the action which the Respondent has taken or intends to take to eliminate or neutralize the conflict. HCHA may, however, terminate the contract if it is in its best interest.
4. In the event the Respondent was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Chief Executive Officer, HCHA may terminate the contract for default.

5. The provisions 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 Respondent. The Respondent shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

6. No member of or delegate to the U.S. Congress or Commissioner shall be allowed to any share or part of this contract or to any benefit to arise. This provision shall be construed to extend to this contract if made with a corporation for its general benefit.

7. No member, officer, or employee of HCHA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HCHA 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.

8. HCHA reserves total discretion to determine the proper treatment of any conflict of interest disclosed under this provision.

#### **2.4 Incurred Costs in Preparing Proposals**

Respondent will be responsible for all costs incurred in preparing a response to this RFP. All material and documents submitted by prospective respondent will become the property of HCHA and will not be returned. Any consultant selected for further negotiations, as well as a consultant ultimately selected to enter into a contractual agreement with HCHA, will be responsible for all costs incurred by it during negotiations.

#### **2.5 Contract Award**

A contract shall be awarded in accordance with the terms and conditions of this RFP to the one or more Respondent(s) whose proposal(s) are most advantageous to HCHA considering price, technical and other factors as specified in this RFP. HCHA reserves the right to negotiate and award any element of this RFP, to reject any or all proposals or to waive any minor irregularities or technicalities in proposals received as the best interest of HCHA may require.

#### **2.6 Reserved.**

#### **2.7 Addendum and Update Procedures for the RFP**

During the period of advertisement for this RFP, HCHA may wish to amend, add to, or delete from, the contents of this RFP. In such situations, HCHA will issue an addendum to the RFP setting forth the nature of the modification(s). HCHA will post any addendum issued in relationship to this RFP on its website. Interested parties may download the addendum(s) from the HCHA's website at [www.hchatexas.org](http://www.hchatexas.org). It shall be the responsibility of each Respondent to periodically check for and insure they have any/all additional addenda relative to this RFP.

#### **2.8 Insurance**

All forms that require a signature or initials must bear an original initial or signature. Offerors shall enforce and maintain throughout the term of the contract:

1. Comprehensive General Liability Limits: \$1,000,000 combined single limit with HCHA and Harris County named as additional insured with respect to the services being procured.
2. Workers Compensation, as required by applicable law

3. Automobile Liability Limits - \$1,000,000

**2.9 Acceptance of Proposal**

Proposals must be signed, sealed, and received in completed form by HCHA, no later than the proposal closing date and time. Proposals submitted after the designated closing date and time will not be accepted for any reason, and will be returned unopened to the originator.

HCHA reserves the right to accept or reject any or all proposals, to take exception to these RFP specifications or to waive any formalities. Respondents may be excluded from further considerations for failure to comply with the specifications of this RFP.

HCHA also reserves the right to reject the proposal of Respondents, who have previously failed to perform properly or to complete on time; a contract of similar nature or that is not in a position to perform the contract. Alternatively, who habitually without just cause neglected the payment of bills or disregarded its obligations to subcontractors, providers of materials, or employees.

**2.10 Time for Reviewing Proposals**

Proposals received prior to the closing date and time will be securely kept, unopened. No proposals received after the closing date and time will be considered. All proposals properly received will be evaluated by HCHA's Evaluation Committee appointed by the Chief Executive Officer. The Evaluation Committee will analyze proposals and make a recommendation(s), to award or not to award a contract(s), to HCHA's Chief Executive Officer and Board of Commissioners. It is anticipated that a decision will be rendered on or about November 18, 2015.

**2.11 Project Participation Clearance**

The Respondents and all subcontractors' names or businesses must be cleared to participate in the Project through a search of the System of Award Management (SAM) and Office of Foreign Asset Control (OFAC) data bases.

**2.12 Certification of Legal Entity**

Prior to execution of the contract agreement, the Respondent shall certify that joint ventures, partnerships, team agreements, new corporations, or other entities that either exist or will be formally structured are, or will be, legal and binding under Texas State Law.

**2.13 Best available Data**

All information contained in this RFP is the best data available to HCHA at the time of the RFP was prepared. The information given in the RFP is not intended as representation having binding legal effect. This information is furnished for the convenience of Respondents and HCHA assume no liability for any errors or omissions.

**2.14 Contacts with HCHA Staff, Board Members, and Residents**

Beyond the above referenced written communications, Respondents and their representatives may not make any other form of contact with HCHA Staff, Board Members, or Residents. Any improper contact by or on behalf of Respondents may be grounds for disqualification.

**2.15 Licenses**

The awarded individual/firm shall have and maintain all required/applicable licenses necessary to conduct business throughout Harris County and the State of Texas. All licenses must be kept up to date for the duration of this contract. Copies of all licenses must be in the Procurement/Contract Office prior to contract execution.

## **2.16 Respondent Responsibilities**

Each Respondent is presumed by HCHA to have thoroughly studied this RFP and become familiar with the contents, locations, nature of requests, covered by the RFP. Any failure to understand completely any aspect of this RFP is the responsibility of the Respondent.

## **2.17 No Claim Against HCHA**

The Respondent shall not obtain, by submitting a proposal in response to this RFP, any claim against HCHA or HCHA's property for reason of all or any part of any of the following: the selection process; the rejection of any or all offers; the acceptance of any offer; entering into any agreements or the failure to enter any agreements; any statement, representations, acts or omissions of HCHA or any person or entity acting on its behalf; the exercise of any discretion set forth in or concerning any of the foregoing; and any other matters arising out of the foregoing.

# **Part III — SUBMISSION REQUIREMENTS**

Listed below are the sections that must be included in Respondent's proposal. Each section must be clearly labeled using the bold-faced titles listed below. The required submission must be bound and each section tabbed.

### **3.1 Company Information**

Please furnish a brief history of your company including how long you have been in business, major offices located in Harris County, State of Texas and/or major offices located in the United States.

### **3.2 Staffing and Qualifications**

Provide information regarding staff experience and qualifications that demonstrates the Respondent's capacity to perform the required services. Include an organizational chart that illustrates Respondent's overall staffing approach for completing the required work. Include in the chart all key personnel, specialists, and consultants who will be assigned work under a contract potentially resulting from this RFP.

### **3.3 Relevant Experience and Past Performance**

- a) Identify similar or related work performed for public housing authorities or other agencies that have been completed to date, or is currently active. Include projects completed or currently underway by the responding entity and/or each major participant in the proposal.
- b) For each project identified provide:
  - i. Project name and address
  - ii. Contact person, title, phone number, email, fax and address
  - iii. Detailed description of scope of work
  - iv. The client for whom the Respondent's services were performed
  - v. The size of the project
  - vi. The services performed by the Respondent on the project.
  - vii. The dollar value of the contract for the services
  - viii. The duration of the project including start and completion dates, or projected completion date if still active.

- ix. A reference contact for the project with name, address, email and phone number.
- c) Demonstrate ability to perform the services that are well regarded in the industry in terms of content, timeliness, and responsiveness.
- d) If the Respondent is a joint venture, or another entity formed solely for responding to this RFP, provide evidence of prior successful collaborations.

### **3.4 References**

Provide a list of clients, previous and current. This list must include the name and title of the contact person, with an address, email phone number, and fax number. A minimum of five references are required.

### **3.5 Respondent's Approach and Response to Scope of Service**

- a) Provide a detailed narrative that demonstrates the approach intended for use by the Respondent.
- b) The Respondent should outline its anticipated approach for each element of work identified in the Scope of Services
- c) The approach outlined should be consistent with the objectives and requirements set forth in the RFP, and should address how services will be immediately provided upon execution of a contract.
- d) Provide a narrative and bar graph type schedule indicating on how the work will proceed under the contract.

### **3.5 Proposal Cost**

Respondents shall provide a proposed total cost along with a detailed itemized breakdown of total cost. Please show all expected expenditure, total cost must be all-inclusive.

### **3.6 Required Certifications/Forms**

Each proposal shall contain a copy of the following HUD forms, which may be download from the Procurement page of HUD web site: [www.hud.gov](http://www.hud.gov).

- Form HUD 5369-B Instructions to Offerors — Non-Construction Contracts
- Form HUD 5369-C Certifications and Representations of Offerors — Non-Construction Contracts
- Form HUD SF-LLL Disclosure of Lobbying Activities
- Form HUD 50070 Certification for a Drug-Free Workplace
- Form HUD 50071 Certification of Payments to Influence Federal Transactions

In addition each proposal shall contain a copy of the following forms:

- |               |  |
|---------------|--|
| Attachment A: | Conflict of Interest Questionnaire (CIQ)   |
| Attachment B: | Non-Collusive Affidavit Form               |
| Attachment C: | M/WBE Participation Form                   |
| Attachment D: | Affirmative Action for Handicapped Workers |

Proposals should be written in a concise, straightforward and forth right manner. Superficial marketing statements and materials should be avoided.

### **3.7 Order of Submission**

**Please tab and submit documents/information in the following order:**

1. Company Information
2. Staffing and Qualifications
3. Relevant Experience and Past Performance
4. Five references (previous or current clients). Include the name and title of the contact person, with an address, email, phone number and fax number.
5. Approach and Response to Scope of Services
6. Proposal Cost. (**Cost Proposal form enclosed**)
7. Required HUD Forms:
  - Instructions to Offerors -Non Construction Contracts (**Form HUD 5369-B**)
  - Certifications and Representations of Offerors - Non-Construction Contracts (**Form HUD 5369-C**)
  - Disclosure of Lobbying Activities (**form HUD SF-LLL**)
  - Certification for a Drug-Free Workplace (**form HUD 50070**)
  - Certification of Payments to Influence Federal Transactions (**form HUD 50071**)
  - Attachment A: Conflict of Interest Questionnaire (**CIQ**)
  - Attachment B: Non-Collusive Affidavit Form
  - Attachment C: M/WBE Participation Form
  - Attachment D: Affirmative Action for Handicapped Workers
8. Statement that the proposal constitutes a firm offer of pricing, which may be accepted at any time within one hundred-eighty (180) days from and after the date of proposal opening.
9. Name, address and telephone number of the person to answer questions or provide clarification concerning the offeror's proposal.

## **PART IV - SCOPE OF SERVICES**

General services expected from the qualified firm(s) are as follows:

HCHA seeks a qualified professional consulting firm with experience, capabilities, and qualified staff to provide construction management services for the Retreat at Westlock a 140 unit elderly development located at 24055 Tomball Parkway, Tomball, Texas 77375. The construction cost is budgeted at 13 million dollars. The architect/designer of record is JRM Architects, Inc.

Construction phase duties include, but are not limited to: documenting all daily construction activities, weather impacts, project disruptions, identifying potential claim issues, monitoring construction progress/schedule, assisting with governmental approvals, reviewing draw requests, tracking/monitoring RFI's, attending construction progress meetings, reviewing submittals, and discussions with contractor, etc. on daily work reports, change orders, and monitoring/coordinating the materials testing lab's sampling and testing as required, etc. In addition, post construction phase duties include, but are not limited to: reviewing substantial completion construction status and documents, operational manual, participating in final inspection(s), reviewing as-built drawings documentation, reviewing warranty submission packet and conducting one year inspection, etc.

Also as part of the project's general services, respondent shall be requested to provide, at a minimum one (1) project manager who has previous multi-family construction experience and familiar with all applicable multi-family code requirements, one (1) inspector who has multi-family construction experience and applicable multi-family code requirements, and one (1) scheduler who is familiar with federally grant funded projects. Respondent shall be familiar with federally grant funded projects and all applicable local, state, and federal codes, permits, and governing regulations.

**Contract Terms:** The term of the contract is tied to the duration of construction which is expected to be 14 -16 months.

## **PART V - PROCUREMENT PROCESS**

### **5.1 Proposal Evaluation/Contract Award**

Proposals received in response to this solicitation will be evaluated using the following evaluation process:

- a) The evaluation process will be used to determine the firm that will be awarded the contract.
  - i. During the evaluation process, technical proposals will be evaluated and scored by an Evaluation Committee appointed by the Chief Executive Officer.
  - ii. Each member of the selection committee will score each proposal.
  - iii. Scoring will be based on predetermined Evaluation Criteria. The available points associated with each area of consideration are shown below in Item 5.2.
  - iv. The results of the evaluation of both technical and cost proposals will be used to determine those proposals to be considered in the competitive range.
  - v. Proposals will be considered acceptable if they have a minimum score of 85 points or above.
  - vi. Cost proposals will be considered acceptable if the proposed cost is clearly not excessive compared to the proposed costs of other Respondents with acceptable technical proposals.
  - vii. Respondents with acceptable technical and cost proposals may be requested to supply additional information to assist in completing the due diligence review. Failure to satisfactorily complete the due diligence review within the timeframe established by HCHA will result in disqualification of Respondents proposal.
- b) Scoring will be based upon how well the proposal meets the criteria established in the RFP.

HCHA reserves the right to make no award, or decline to enter negotiations should it believe that no Respondent to this RFP would be capable of delivering the necessary level of service within an acceptable price range and/or the time period.

The Evaluation Committee will evaluate the merits of proposals received in accordance with the evaluation factors stated in the RFP and formulate a recommendation. However, while a numerical rating system may be used to assist the Evaluation Committee in selecting the competitive range (if necessary) and making an award recommendation decision, the award decision is ultimately a business decision that will reflect an integrated assessment of the relative merits of the proposal using the factors and their relative weights disclosed in the RFP. Furthermore, HCHA may from time to time hold interview sessions with selected respondent to further evaluate their abilities to execute the scope of services to be performed.

## **5.2 Evaluation Criteria**

- a) **Organizational Capacity:** **30 Points**
- i. Respondent's organizational capacity will be evaluated through an assessment of the Respondent's staff, specialists', and consultants' experience and qualifications. In addition, the Respondent's ability to perform the work in a timely manner will be evaluated through a review of previous performance on similar projects, as well as current and projected capacity and workload.
  - ii. Maximum consideration will be given to those Respondents having staff with the greatest amount of experience in performing work as required herein, and who can demonstrate sufficient capacity to perform the work timely given current and projected workload.
- b) **Relevant Experience and Past Performance:** **25 Points**
- i. Relevant experience and past performance will be evaluated through an assessment of previous, similarly related projects completed to date.
  - ii. Maximum consideration will be given to those Respondents, who demonstrate through their submittal, a documented track record of successfully completing projects of the same type required by this RFP.
  - iii. Maximum consideration will also be given to those Respondents who exhibit a successful track record of performing similar services for public housing authorities.
- c) **Respondent's Approach and Response to Scope of Service:** **25 Points**
- i. The Respondent's approach and response to the Scope of Service will be evaluated through an assessment of the proposed approach for each element of work identified in the Scope of Service.
  - ii. Maximum consideration will be given to those Respondents, who demonstrate through their submittal, a clear and prudent plan for performing the required work within the established timeframe.
- d) **Proposal Cost:** **20 Points**
- i. Provide hourly rate breakdown of all key staff that would be assigned to the project. Include any subcontracting arrangements and identify any reimbursable expenses.
  - ii. Maximum consideration will be given to those Respondents, who demonstrate through their submittals, the ability to perform the required work at minimum cost to HCHA.

### **Additional Points:**

#### **Disadvantaged Business Enterprise (DBE) and Section 3 Participation Plan:**

##### **Section 3 participation** **5 points**

- iii. The level of Disadvantaged Business Enterprise (DBE), Woman Business Enterprise (WBE) and Section 3 participation will be evaluated through an assessment of the action plans and participation schedules submitted.
- iv. Maximum consideration will be given to those Respondents, who demonstrate through their submittals, that HCHA's stated participation goals, in terms of DBE,

WBE, and Section 3 business enterprise contracting, and Section 3 resident employment and training, will be met.

### **5.3 Summary of Evaluation Criteria**

#### **Evaluation Criteria Points**

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##### **Technical:**

Organizational Capacity	30 Points
Relevant Experience and Past Performance	25 Points
Respondent's Approach/Response to Scope of Service	25 Points
Proposal Cost	20 Points
<b>Total</b>	<b>100 Points</b>

##### **ADDITIONAL POINTS:**

Section 3 Participation Plan	<u>5 Points</u>
<b>Total</b>	<b>5 Points</b>

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<b>Total Possible Points</b>	<b>105 Points</b>
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**HARRIS COUNTY HOUSING AUTHORITY**  
**8933 Interchange**  
**Houston, Texas, 77054**

**REQUEST FOR PROPOSALS (RFP) #15-02**  
**Construction Management Services**

**COST PROPOSAL FORM**

**TYPE OF PROJECT:** Harris County Housing Authority (“**HCHA**”) is seeking proposals from qualified professional consulting firms and/or independent contractors to provide Construction Management Services.

**DATE ISSUED:** October 19, 2015

**CONTACT PERSON:** Horace Allison, AIA, Harris County Housing Authority,  
[Hoarce.Allison@hchatexas.org](mailto:Hoarce.Allison@hchatexas.org)

**SUBMISSION DEADLINE:** Tuesday, November 3, 2015 @ 3:00 p.m. (CST)

**ACKNOWLEDGEMENT OF ADDENDUM(S):** \_\_\_\_\_

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**COMPANY NAME:** \_\_\_\_\_

**BY:** \_\_\_\_\_

*Signature*

*Written Name*

*Title*

*Date*

**ADDRESS:** \_\_\_\_\_

*Street / POB*

*City*

*State*

*ZIP*

**PHONE/FAX/EMAIL:** \_\_\_\_\_

ATTACH A COST BREAKDOWN SHOWING EXPENDITURES

ATTACHMENT A

CONFLICT OF INTEREST QUESTIONNAIRE (CIQ)

## CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

FORM CIQ

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

Name of person who has a business relationship with local governmental entity:

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.)

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 office with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Code. Attach additional Government pages to this Form CIQ as necessary.

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

Yes       No

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 governmental not received from the local entity?

Yes       No

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

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

Signature of person doing business with the governmental entity

Date

**ATTACHMENT B**  
**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** or of any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

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Signature of Bidder, if Bidder is an Individual

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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

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Notary Public

My Commission expires:

## **ATTACHMENT C**

### **M/WBE PARTICIPATION**

**M/WBE PARTICIPATION:** The consultant agrees to make its best efforts to subcontract with minority business enterprises and/or women business enterprises (herein called **M/WBE**) certified as such or recognized by **HCHA** as a certified **M/WBE**. Consultant shall make its best efforts 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 Consultant must make its best efforts to expend on **M/WBEs**.

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

**FAILURE TO USE YOUR BEST EFFORTS TO COMPLY MAY CONSTITUTE BREACH OF CONTRACT AND SUBJECT THE CONTRACT TO TERMINATION.**

**NOTIFICATION OF M/WBE PARTICIPATION:** Consultant agrees to promptly complete and return all **M/WBE** Confirmation of Participation and **M/WBE** Confirmation of Payment forms utilized by **HCHA** to confirm **M/WBE** subcontractor by submitting copies of checks made payable to the respective **M/WBE** subcontractor signed by the Contractor.

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CONSULTANT

---

DATE

## **BIDDER'S PROPOSED M/WBE PARTICIPATION FORM**

Bidder proposes to work with the following **MBE/WBE** participants:

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

**M/WBE PARTICIPATION**

JOB CATEGORY	TOTAL ESTIMATE D POSITIONS NEEDED FOR PROJECT	NO. POSITIONS OCCUPIED BY PERMANENT EMPLOYEES	NUMBER OF POSITIONS NOT OCCUPIED	NUMBER OF POSITIONS TO BE FILLED WITH M/WBE
OFFICER/SUPERVISOR				
PROFESSIONAL				
TECHNICAL				
OFFICE/CLERICAL				
SERVICE WORKERS				
TRAINEES				
CONTRACTS:				
OTHERS				

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Company

---

Project Name

---

Person Completing Form

---

Date

## **ATTACHMENT D**

### **AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS**

**41 CFR 60-741.4**

**41 CFR 60-250.4**

(a) The Consultant will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Consultant 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 Consultant 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 Consultant'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 Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice in a form to be prescribed by the Chief Development Officer, provided by or through the HCHA. Such notices shall state the Consultant'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 Consultant 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 Consultant 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 Consultant 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 Consultant will take such action with respect 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.

The Consultant 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 Consultant shall comply with the affirmative action clause prescribed in 41 C.F.R. Section 60-250.4(a) through (m) and the regulations contained in part 60-250.