



## REQUEST FOR QUALIFICATIONS

(RFQ) #23-01

### General Architectural and Engineering Services

The Harris County Housing Authority (“HCHA”) invites qualified Architects and Architectural firms (**Offeror(s)**) to submit their qualifications for consideration to provide general architecture and engineering services for various multi-family housing developments as specified in RFQ #23-01.

This **RFQ** contains submission requirements, the scope of service, period of services, terms and conditions and other pertinent information for submitting a proper and responsive submittal. **RFQ #23-01** will be posted on February 20, 2023 and can be downloaded from the HCHA’s website [www.hchatexas.org](http://www.hchatexas.org).

Prospective **Offeror(s)** desiring any explanation or interpretation of this solicitation must make the request in writing no later than **March 13, 2023**. The request must be emailed to Dominique King at [dominique.king@hchatexas.org](mailto:dominique.king@hchatexas.org). Any information given to a prospective **Offeror** about this solicitation will be furnished to all other prospective **Offerors** as a written amendment to the solicitation. All amendment(s) to this solicitation, if issued, will be posted on HCHA’s website [www.hchatexas.org](http://www.hchatexas.org). All **Offerors** are encouraged to check the HCHA website for amendment(s) issuance.

The proposal(s) must be enclosed in a sealed envelope and labeled as follows:

**Architectural and Engineering Services - Request for Qualifications,  
RFQ #23-01, Due Date and Time: March 13, 2023, 3:00 P.M. (CST)  
(Name of Offeror)  
DO NOT OPEN**

The **RFQ** submission must be addressed to **Dominique King, Director of Real Estate Development, Harris County Housing Authority, 1933 Hussion Drive, Houston, Texas 77002**. **RFQ**. Submissions may also be emailed as a PDF attachment to [dominique.king@hchatexas.org](mailto:dominique.king@hchatexas.org).

Submittals must reach HCHA no later than **3:00 P.M. (CST)** on **March 13, 2023**. Late submissions will be handled in accordance with the provisions in Form HUD-5369-B title “Late Submissions, Modifications, and Withdrawal of Offers.” Submittals will be held in confidence and will not be released in any manner until after the contract award.

Submittals will be evaluated on the criteria stated in the **RFQ**. Negotiations may be conducted with **Offerors** who have a reasonable chance of being selected. After evaluation of the proposals, if any, the contract will be awarded to the responsible **Offeror(s)** whose qualifications, proposal, and other factors considered most advantageous to HCHA.

HCHA reserves the right to reject submissions.

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Melissa Quijano, Interim CEO  
Harris County Housing Authority

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- Attachment H:** Model Form of Agreement Between Owner and Design Professional (Form HUD-51915)
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## PROFILE OF THE HARRIS COUNTY HOUSING AUTHORITY

Harris County Housing Authority (“**HCHA**”) is governed by the Texas Housing Authorities Law, codified in the Texas Local Government Code. The Authority is a unit of government, and its functions are essential governmental functions. It operates and manages its affordable housing developments to provide decent, safe, sanitary, and affordable housing to low-income families, veterans, the elderly, and the disabled, and implements various programs designed and funded by the U.S. Department of Housing and Urban Development (“**HUD**”). The **HCHA** is a Public Housing Agency (“**PHA**”) that administers **various** programs. **HCHA**’s revenue is derived from federal funds, administrative fees, development grants, and rental income.

**HCHA** enters and executes contracts and other instruments that are necessary and convenient to the exercise of its powers.

The property of **HCHA** is used for essential public and governmental purposes. The Authority and its property are exempt from all taxes, including sales tax on all its purchases of supplies and services.

The **HCHA** is the sole member of fourteen (14) LLCs that serve as the general partner for fourteen (14) Housing Tax Credit (“**HTC**”) partnerships with a total of 2000+ units.

## INTRODUCTION

The **HCHA** as part of its mission to provide safe, decent and sanitary affordable housing for low-income persons, hereby seeks qualifications from register professional architects or architectural firms to provide general **A&E** services for projects associated with rehabilitation or new construction of various multi-family housing developments. Services will include but are not limited to assessments, design, and rehabilitation of multi-family housing with the goal to build more livable and sustainable communities. The initial selection of **Offeror(s)** under this **RFQ** will be a qualifications-based selection. The statement of work to be performed is generally listed in **Attachment A** but may not be all inclusive of the services needed. Consequently, project evaluation by the **Offeror** may lead to alterations in the scope. The architect qualifications form is contained in **Attachment M**.

The **HCHA** will consider most favorably **Offerors** who clearly demonstrate a knowledge of the Federal, State, or local laws/regulations applicable to affordable housing development design/construction, the Housing Tax Credit Program (**HTC**), including **HUD** regulations and requirements and those contained in Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as well as all applicable Federal, State, County and local laws, codes, ordinances and regulations. All submittals must conform to requirements outlined herein.

All submittals shall be evaluated, and up to three of the most qualified (top ranked), responsive and responsible **Offerors** may be invited for interviews and discussions. If a contract is awarded, it will be awarded to the responsible **Offeror** whose qualifications; price and other factors are deemed most advantageous to the **HCHA**. Any additional requirements and restrictions imposed by **HUD** and others, such as Public Law 92-582 (Brooks Act) and the Texas Professional Services Procurement Act relating to governmental contracts for **A&E** Services enacted by the Legislature of the State of Texas, will also be considered in rendering a decision.

## PROCUREMENT SCHEDULE

EVENT	DATE
Advertised	February 19, 2023, February 26, 2023
Post to <b>HCHA</b> Website	February 20, 2023
Receipt of Written Questions	March 3, 2023
Response to Written Questions	March 7, 2023
Submission Date	March 13, 2023

## DELIVERABLES

If submitting a hard copy, one (1) original proposal and four (4) copies of the typewritten submission, including all required information, must be executed, and submitted in a sealed envelope or package. Any handmade corrections made in the proposal must be initialed by the principal or authorized officer of the **Offeror**. The original proposal must bear the original signature of a principal or authorized officer of the **Offeror**. Proposals must be submitted to **Dominique King, Director of Real Estate Development, Harris County Housing Authority, 1933 Interchange Drive, Houston, Texas 77003**.

Proposals may also be emailed as a PDF attachment to [dominique.king@hchatexas.org](mailto:dominique.king@hchatexas.org). If submitting an electronic copy, only one (1) proposal should be emailed. Electronic submission of the proposal shall be considered signed by a principal or authorized representative of the **Offeror**.

**Offerors** are solely responsible for ensuring that their proposals are received by the time and date stated. Receipt at **HCHA** after the due date and time specified will be cause for rejection.

Proposals by telegram, telephone, or facsimile, or handwritten proposals, will not be accepted by **HCHA**.

### Proposal Due Date/Time:

Proposals must be submitted on or before **3:00 p.m. CST on March 13, 2023**, in a bound and sealed envelope or package or by email attachment. If submitting a hardcopy submission of the proposal, the face of the envelope or package must contain, in addition to the address below, the title "**Architectural and Engineering Services - Request for Qualifications, RFQ #23-01, Due Date and Time: March 13, 2023, 3:00 P.M. (CST), Name of Offeror**". If submitting an electronic copy of the proposal, the subject line must contain the title "**Architectural and Engineering Services - Request for Qualifications, RFQ #23-01, Due Date and Time: March 13, 2023, 3:00 P.M. (CST)), Name of Offeror**".

## PRICES AND TERMS

The fee proposal, when, requested from the successful candidate shall be inclusive of all fees to be paid for the services during the period designated. Reproduction costs of required drawings, specifications, bidding and contract documents, excluding the cost of reproductions for the design professional or sub-contractor's own use, will be allowed as reimbursable expenses. There are no other allowable reimbursable expenses. (See Article B, Paragraph 2.1.4, Form HUD-51915 in **Attachment H**) The **HCHA** reserves the right to negotiate all elements of the successful Offeror's proposal. A fee for services will be negotiated after the successful **Offeror** is initially selected. If negotiations are unsuccessful, the **HCHA** will cease negotiations and commence price negotiations with the next ranked Offeror and so on.

## GENERAL REQUIREMENTS

All submittals must conform to requirements outlined herein. The **HCHA** reserves the option to require oral presentation by the **Offeror(s)** and to request additional information during the proposal review period.

Submittals must be open and not subject to unilateral withdrawal or modification for ninety (90) days after the submittal due date.

The selected **Offeror(s)** shall:

- a. Complete written documentation of materials in a manner suitable for use by the **HCHA**, the **HCHA** Board of Commissioners, HUD, General Land Office (**GLO**), private lender(s), Texas Department of Housing and Community Affairs (**TDHCA**), City of Houston and Harris County, etc.
- b. Meet with the **HCHA**, **HUD**, the community, and other state and local officials as may be necessary.
- c. Coordinate all services with the **HCHA**.
- d. Coordinate all services with other parties as determined necessary by the **HCHA**.

- e. Provide the basis, source, and methodology for arriving at conclusions in all materials and reports.
- f. List the **Offeror(s)** name, **Offeror's** contact person, telephone number, resumes and profile of expected participants in the procurement of this service. The submittal must provide an execution plan including schedules with tasks on how this work will be accomplished. There may be subsequent instructions issued to the successful candidate in connection with the final process. The submittal must make provisions to meet and comply with all applicable laws and regulatory criteria.

#### CORRESPONDENCE

Requests for additional information related to this **RFQ** should be made in writing and directed to the **HCHA's** Director of Real Estate Development by **March 13, 2023**. This will allow issuance of any necessary amendment to the **RFQ**.

An amendment may be issued prior to the opening of the submittals for the purpose of changing or clarifying the intent of this **RFQ**. All amendments shall be binding in the same way as if originally written in this **RFQ**.

Any interpretation affecting all contractors made prior to the submittal due date will be issued in the form of an amendment. The **HCHA** will not be bound by or responsible for any other explanations or interpretations of this **RFQ** package other than those given in writing as set forth in this paragraph. Oral instructions, interpretations, or representations will not be binding upon the **HCHA** or **HCHA** representatives.

#### DOCUMENT REQUIREMENTS

The following is a description of the minimum information, which must be supplied by **Offerors** in their submittals. 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. Submittals that omit critical elements may be considered non-responsive. Each submittal shall include a Table of Contents listing the submittal contents. The critical elements of this proposal include the following information:

- Letter of Transmittal;
  - Signed by the person authorized to commit the organization to perform the services in the submittal;
- Executive Summary
  - Provide a brief non-technical overview of the **Offeror's** business including the range of **A&E** services offered. **Offerors** should provide information reflecting on how and why the **Offeror's** products and services meet **HCHA's** needs;
  - Related experience of **Offeror** with **HUD** regulations for the design, rehabilitation, and construction of affordable multi-family housing and any other work completed for a Housing Authority in the Houston/Harris County area.
  - Related experience of **Offeror** in the design, rehabilitation, new construction of affordable multi-family housing, and special needs housing for the elderly and/or families; Provide a list of projects designed, constructed, rehabilitated in the last five years demonstrating the **Offeror's** professional experience; List experience and specialized training in Green Building design and construction with regards to sustainability, energy efficiency, water conservation, reclamation, and re-use/re-utilization;
- Qualifications and experience of assigned personnel of **Offeror(s)** and proposed consultants;
- Methodology/strategy to accomplish the scope of services;
- Schedule of Performance/Timeliness;
- List of references;

- Section 3 compliance (See Article E, **HUD-Form HUD-51915**, paragraph E.1.12, (**Attachment H**); and
- Minority Business Enterprise Participation as per **Attachment C**.
  - Describe and provide evidence of the **Offeror's** plans to make a good faith effort to maximize the utilization of minority business enterprises (**MBE**) and/or women business enterprises (**WBE**). In addition, all submittals shall include a complete minority business enterprise form attached as **Attachment D**.
- Certificates and Affidavits
 

<b>Attachment B:</b>	Conflict of Interest Questionnaire (CIQ)
<b>Attachment C:</b>	M/WBE Participation Form
<b>Attachment F:</b>	Certifications and Representations of <b>Offerors</b> for Non-Construction Contracts (Form HUD 5369-C)
<b>Attachment G:</b>	Form of Non-Collusive Affidavit
<b>Attachment I:</b>	Certification of Payments to Influence Federal Transactions
<b>Attachment J:</b>	Declaration (Required Submission)
<b>Attachment M:</b>	Architect & Engineering Qualification Form

**Insurance:** Evidence of all appropriate and applicable insurance coverage carried by the Offeror, including policy coverage periods. **Offerors** shall furnish **HCHA** with certificates of insurance showing that the following insurance is in force and will insure all operations under this **RFQ**, and name **HCHA** as an additional insured. Required insurance levels are as follows:

- Workers' compensation in accordance with the State of Texas rules and regulations.
- General liability insurance with a single limit for bodily injury of \$1,000,000 per occurrence and property damage limit of no less than \$1,000,000 per occurrence. The insurance may have a combined aggregate of coverage amounting to no less than \$1,000,000. Such insurance shall protect **Offeror** against claims of bodily injury or death and property damage to others. If **Offeror** has a "claims made policy," then the following additional requirements apply: The policy must provide a "retroactive date" which must be on or before the execution date of the Agreement and the extended reporting period may not be less than five years following the completion date of the Agreement.
- Automobile liability on owned and non-owned motor vehicles used on the site(s) or in connection herewith for a combined single limit of bodily injury and property damage of not less than \$1,000,000 per occurrence.

#### RELATED EXPERIENCE

Provide as a minimum the following information for both the **Offeror(s)** and sub-consultant(s):

A statement of **Offeror(s)** **A&E** services provided on projects of similar nature (provide names, title, and telephone number of the Owner's representative for each project).

List of all key members of **Offeror(s)** and any sub-consultant(s) who will be assigned to this project. Indicate the level of effort and function of each member on the project. Description of organization structure to showing how the key members will be involved. Include resumes of these individuals. The resumes should include the following minimum information:

- Name;

- An explanation of the function they will perform and their title by classification;
- Their relevant educational background;
- Their relevant work experience;
- Their work experience with governmental clients; and
- Any specialized skills, training, and/or credentials that, relevant to the required services.

#### METHODOLOGY/STRATEGY TO ACCOMPLISH SERVICES

The **Offeror(s)** must describe how it will approach the work associated with the requested services, including an understanding of the scope of services required and unique or innovative approaches to be utilized in performing these services. All graphic presentations are optional. See **Attachment A** for the general scope of work anticipated. This document **Attachment A** merely serves as a guideline, and it is not to be confused as an exhaustive delineation of the work that may ultimately occur.

#### REFERENCES

Provide a list of companies or governmental organizations to which the **Offeror(s)** is/are currently providing services. If this does not include at least three (3) entities, then provide the names of the entities for which similar services have been provided. For each entity include:

- The term (beginning and ending dates) of your contract agreement(s);
- A brief description of the scope of work; and
- The name, address, and telephone number of the representative of your client that administered your contract(s).

The **Offeror(s)** hereby authorize(s) and request(s) any person, firm, corporation and/or governmental entity to furnish any information requested by the **HCHA** in verification of the references provided, for affirming the services provided and for determining the quality and timeliness of providing the services.

#### OTHER SUBMITTALS

The following items must be submitted upon request:

- Information concerning the **Offeror(s)** affirmative action plans, policies, etc. (submitted upon request); and
- Financial statement for the previous three (3) years (submitted upon request by the three (3) short-listed **Offerors** and consultants).

#### EVALUATION CRITERIA

This is a qualifications-based selection. Submittals must be prepared in conformance with the guidelines stated herein.

Submittals will be evaluated by an Evaluation/Selection Committee. This team will review the submittals and make a recommendation to **HCHA**. The Committee will present its recommendations to the Board of Commissioners of **HCHA** who have authority to award contracts.

During submittal evaluation, the **HCHA** reserves the right to call for supplementary information from **Offeror(s)** and to meet with all or any one of them to clarify points of uncertainty or ambiguity. **Offeror(s)** agree to cooperate fully and promptly in providing such supplementary information or meeting requests.

Selection of the successful **Offeror** will be at the sole discretion of the **HCHA**. All submittals shall be evaluated and up to three most qualified (top ranked), responsive and responsible **Offeror(s)** maybe invited for panel interviews and discussions. If a contract is awarded, it will be awarded to the responsible **Offeror(s)** whose qualifications; price and other factors are deemed most advantageous to the **HCHA**. Additionally, the **HCHA** shall have the right to reject proposals at its discretion.



<b>Evaluation Criteria</b>	<b>Maximum Points</b>
1. Experience: <b>Offerors</b> experience in design and new construction of affordable multifamily housing and the associated architectural and engineering services including resumes, professional memberships, and certificates for the assigned professionals.	10
2. Project Experience: The projects developed, rehabilitation, built, designed and are supervised in the last five years that demonstrates the <b>Offeror's</b> experience.	10
3. Green Building: Experience and specialized training in green building design with regards to sustainability, energy efficiency, water conservation, reclamation, and reuse/utilization.	10
4. Working with local Housing Authority and/or state agencies.	10
5. Budget, cost-control, change order analysis, independent cost estimate experience and results.	10
6. Understanding of HUD requirements and County and state codes/ordinances applicable to this work.	10
7. Project planning, methodology/strategy to accomplish the task.	15
8. Schedule of performance/timeliness.	5
9. M/WBE Participation & Compliance	10
10. Project Team: Detailed information regarding the <b>Offeror(s)</b> team(s) (subcontractors) and the methodology and our reasoning for that selection to assist the proposer in providing the services.	10
<b>Total Points Possible</b>	<b>100</b>

Submittals will be evaluated and ranked according to points received.

The three (3) short-listed **Offeror(s)** maybe afforded a maximum of forty-five (45) minutes to make an oral presentation to **HCHA** personnel.

The oral presentation, if required, will be evaluated and scored by the staff. The proposal evaluation score and the oral presentation score (if applicable) will be averaged, and the **Offeror(s)** ranked first, second and third, etc. The **Offeror(s)** ranked as number one will be invited to finalize the scope of work and then negotiate a fee based on the final scope of work. The **HCHA** will negotiate all aspects of the fee to arrive at an offer and reasonable price as determined by the **HCHA**. If an agreement cannot be successfully reached with the top-ranked **Offeror(s)**, the **HCHA** will follow the same procedure with the second-ranked **Offeror(s)** and if necessary, the third.

#### **TRAVEL AND REIMBURSABLES**

Reproduction costs of required drawings, specifications, bidding and contract documents, excluding the cost of reproductions for the Design Professional or Sub-consultant's own use, will be allowed a reimbursable expense. There are no other allowable reimbursable expenses. (See Article B, Paragraph 2.1.4, Form HUD-51915 in **Attachment H**.)

#### AVAILABILITY OF RECORDS

The U. S. Department of Housing and Urban Development, the Inspector General of the United States, the **HCHA**, **TDHCA**, lender(s), the City of Houston, Harris County 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 **Offeror(s)** office or **Offeror**, which shall relate to the performance of the services to be provided.

#### COMPENSATION

The **Offeror(s)** selected for this project must have the financial resources to complete the scope of work and services.

In accordance with Article B, Paragraph B 1.2 of **Attachment H**, payments shall be made in proportion to services performed. The cumulative compensation for basic services shall equal the following percentages of the basic compensation at the completion of each phase of work:

10% at submittal of Schematic Design/Preliminary Study Phase 20% at submittal of Design Development Phase

40% at the acceptance of Bidding, Construction, and Contract Document Phase 55% at the award of Bid and Award Phase

95% at the end of Construction Phase

100% at the end of Post Completion/Warranty Phase

These percentages are a refinement of and do not exceed the contents of Article B, Paragraph B 1.2 of **Attachment H**. Payments shall be due and payable as specified herein subject to the receipt of an acceptable and approvable invoice being submitted to the **HCHA's** Director of Real Estate Development, 8933 Interchange, Houston, Texas 77054.

#### ASSIGNMENT OR TRANSFER

The successful **Offeror** shall not assign or transfer any interest in the contract in whole or in part, without the written approval of the **HCHA**.

#### 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 successful **Offeror**.

The successful **Offeror** must adhere to federal regulations prohibiting discrimination on the basis of age under the Age Discrimination Act of 1975 and prohibit discrimination against disabled individuals under Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1989.

The requirements of Executive Order 11246, relating to equal employment opportunity in connection with federally funded programs must be met by the successful **Offeror**.

The successful **Offeror** must also meet the requirements of Section 3 of the Housing and Urban Development Act of 1968, relating to the training and employment of individuals, and contracting for business opportunities in metropolitan areas in which federally funded programs are being operated.

The successful **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.

## ATTACHMENT A

### GENERAL SCOPE OF SERVICES

The **HCHA** intends to select a qualified **Offeror** or group of **Offerors** to provide **A&E** services for the **HCHA's** Affordable Housing Development Program (**AHDP**). The development(s) may consist of affordable/market rate single and multi-family, and special needs housing to serving elderly and/or families. The development(s) will vary in size, i.e., number of units 90 -300+/- units), bedroom type (1, 2 and/or 3 bedrooms) and varying in size (550- 1050+/-sq.ft.). The **HCHA** anticipates a minimum of 2-floor plan types for each bedroom type. The **HCHA** does not guarantee the amount and quantity of work under this **RFQ**. The design and construction work described herein is to be funded in whole, over a period, utilizing **HCHA**, public and private funding.

The **HCHA** intends to select an **Offeror(s)** to provide the required **A&E** services for the **AFDP** inclusive of but not limited to architectural services, survey services, and structural engineering, civil, electrical, mechanical, environmental engineering services, geotechnical testing and engineering services, fixture and fittings and equipment services, construction document preparation, and bidding, bid evaluation, construction monitoring/inspection, project close-out, and post inspection services. **HCHA** reserves the right to terminate the contract in whole or in part at any time and for any cause by written notice as described within the **RFQ**.

It is anticipated that a contract will be executed with the selected **Offeror(s)** for design services to begin in January 2019. The selected **Offeror(s)** must show sufficient staff capability and expertise to provide all required **A&E** services for the scope of services requested and according to the schedules contained herein.

### **SCOPE OF SERVICES (APPLIES TO EACH PROJECT)**

The **Offeror(s)** will provide **HCHA** with complete design services for the project. The **Offeror** will provide upon request a detail staffing plan/requirement necessary to complete the scope of services for each development. The primary phases of services are generally described below. The scope of services may include, but are not limited to the following:

#### **Programming/Planning Phase:**

The selected **Offeror(s)** will work with **HCHA** in preparing a formal written program for the project(s). The **Offeror** will work with **HCHA** in evaluating the site and the existing or proposed development and make recommendations based on the conditions, program, schedule, and budget.

#### **Conceptual Design Phase:**

Based on the Program and site evaluation, the **Offeror** will prepare conceptual designs, which will include, as a minimum, a site plan, floor plan, elevations, sections and outline specifications to describe the systems and materials planned for the development(s). At the successful conclusion of Conceptual Design, meaning that the project generally meets the previously approved program design criteria and is generally thought to be within budget and on schedule, **HCHA** will approve the Conceptual Design documentation and authorize the **Offeror** to proceed with the Schematic Design phase.

#### **Schematic Design Phase:**

Based on a successful conclusion to the Conceptual Design, in that the Conceptual Design is thought to be on program and within budget and schedule, the **Offeror** will proceed with the Schematic Design phase. During this period the **Offeror** will continue to review any changes to the designs with the other team members pertaining to cost, constructability and schedule impact. The **Offeror** is responsible to provide design modifications until it is determined the project can be built within budget. Periodically, the **Offeror** will conduct a progress meeting to update the team members as to the progress of the design and seek their input regarding any changes or deviation from the approved Conceptual Designs. The **Offeror** shall be responsible for taking and distributing meeting minutes.

The **Offeror** shall prepare schematic design documents that incorporate the program requirements. The schematic design documents shall include, but not be limited to:

Site plans showing basic topography, hardscape, utilities and other significant features; Floor plans drawn to scale that include program requirements; Finish schedule; Tabulated gross square footage, identifying each space; All four elevations, with exterior materials identified; Typical building section(s) with heights indicated; Typical wall section(s); Foundation description; Structural description; Services description, with total capacities identified; Rendered exterior perspective; Site plan with tabulated areas, parking, etc.; Review budget and address appropriateness of budget to schematic design documents; and after the approval of the schematic design phase, it is expected that the floor plan areas will not change except for very minor refinements as the next phase of work is performed.

At the successful conclusion of Schematic Design, meaning that the project generally meets previously approved design criteria and is generally thought to be within budget and on schedule, **HCHA** will approve the Schematic Design documentation and will authorize the **Offeror** to proceed with Design Development documents.

#### **Design Development Phase:**

Based on a successful conclusion to Schematic Design, the **Offeror** will proceed with the Design Development phase, incorporating any comments, which were received during the schematic design review. As the Project progresses in Design Development, the **Offeror** shall continue to refine the design based on costs estimates and input from the Project Team. Periodically, the **Offeror** will conduct a progress meeting to update the Team members as to the progress of the design and seek their input regarding any changes or deviation from the approved Schematic Design. The **Offeror** shall be responsible for taking and distributing meeting minutes.

At the end of the Design Development phase, the **Offeror** will prepare a Design Development package of drawings and specifications at the levels of detail normally associated with Design Development, which will include, but not be limited to:

Site plans showing basic topography, hardscape, utilities, and other significant features ; Floor plans drawn at 1/8"=1' -0" with overall dimensions and key spaces individually dimensioned; Finish schedule with general details to show changes from schematic design, if any; Reflected ceiling plan generally showing all elements contained in the ceiling; Tabulated gross square footage identifying each space; All exterior elevations with dimensions and materials identified and references where individual sections will be cut; Typical building sections with dimensions and materials identified and references for details that will be developed; Wall sections and detail sections necessary to describe the design and identify interface of the various materials; Foundation plan that generally identifies typical footings and sizes; Floor and roof framing plans with all members generally sized; Mechanical equipment shown with major duct runs sized, duct paths shown and equipment rooms laid out; Sanitary plumbing lines set, paths identified, major lines sized; Domestic water paths set and major lines sized; Electrical panel locations identified and sized to support intended loads; Typical power outlets and communications' locations shown; Outline specifications for all divisions that generally identify all systems, finishes, materials and sets the quality level of the project; Site plan showing typical site details with general dimensions for site scope to include lighting, storm drainage and sanitary sewer lines, shown and generally sized and entry points for all site utilities connecting to the building; Landscape description to set cost for work; and review budget and address appropriateness of budget to Design Development documents with **HCHA**.

Working with the Project Team members, the **Offeror** will explore alternative approaches, materials, and systems in an attempt to minimize total construction and operating costs and to achieve maximum value ("Value Engineering"). As a part of its responsibilities, the **Offeror** will be responsible to provide adjustments to the design, when required, in order to bring the design within budget.

At the successful conclusion of Design Development, meaning that the project generally meets previously approved design criteria and is generally thought to be within budget and on schedule, **HCHA** will approve the Design Development phase and will authorize the **Offeror** to proceed with Construction Documents.

#### **Construction Documents Phase:**

Based on the successful conclusion of the Design Development Phase, the **Offeror** will proceed with the preparation of Construction Documents incorporating any comments into the documents, which were issued at the conclusion of the Design Development review.

As the Construction Documents are prepared, the **Offeror** will review the estimate and advise the Project Team immediately if it appears that the Project cannot be completed in accordance with the Construction Documents and/or within budget. The **Offeror** will continue to provide input on alternate methods, details, and systems to the Project Team and will continue with value engineering reviews of the Work.

The **Offeror** will be responsible to provide all necessary plans, details, and specifications.

**Bidding/Negotiation Phase:**

The **Offeror**, following approval of the construction documents and the latest estimate of construction cost by **HCHA**, shall assist **HCHA** in obtaining competitive bids or proposals for the contract for construction and shall assist in preparing contracts for construction.

**Construction Administration Phase:**

The **Offeror** shall provide construction administrative services within the contract amount for 110-percent of the anticipated duration of the project. The **Offeror** shall be a representative of and shall advise and consult with **HCHA**, as their agent (1) during construction until final payment to the Contractor is due, and (2) at **HCHA's** direction from time to time during the warranty correction period described in the contract for construction.

The **Offeror** and its consultants shall visit the site as required by the progress of the construction to become generally familiar with the progress and quality of the Work completed and to determine in general if the Work is being performed in accordance with the contract documents. Based on the **Offeror's** observations and evaluations of the Applications for Payment, the **Offeror** shall review and certify the amounts due to the Contractor.

The **Offeror** shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with the design concept expressed in the contract documents.

The **Offeror** shall prepare change orders and construction change directives, with supporting documentation and data, for **HCHA's** approval and execution in accordance with the contract documents. The **Offeror** shall review and provide an independent cost estimate for each change order. The **Offeror** may authorize minor changes in the Work not involving an adjustment in the contract sum or an extension of the contract time, which are not inconsistent with the intent of the contract documents.

The **Offeror** shall assist in coordinating the efforts of the Contractor in the commissioning of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance and consultation during operation except for Post-Construction Phase services.

The **Offeror** and its consultants shall visit the site as required by the progress of the construction to become generally familiar with the progress and quality of the Work completed and to determine in general if the Work is being performed in accordance with the contract documents. Based on the **Offeror's** observations and evaluations of the Applications for Payment, the **Offeror** shall review and certify the amounts due to the Contractor.

The **Offeror** shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with the design concept expressed in the contract documents.

**Post-Construction Phase:**

The **Offeror** shall assist **HCHA** in achieving warranty satisfaction from the Contractor during the one-year basic warranty period following Substantial Completion. Prior to the completion of the one-year basic warranty period, the **Offeror** shall inspect the completed facility with **HCHA** and the Contractor to determine if any further warranty work is required.

**Fee Proposal:**

When requested, the fee proposal shall be in sufficient detail to allow **HCHA** to evaluate the hours proposed for each project(s). The **Offeror** is required to visit the site location and conduct a physical inspection of the site prior to submission of the fee proposal. The fee proposal shall include but not be limited to the following:

- Provide for the distribution of work/dollars.
- Provide details concerning the number of hours and rates of persons assigned to each activity involved in the work.
- Provide proposed reimbursable expenses and categories.

**ATTACHMENT B**

**CONFLICT OF INTEREST QUESTIONNAIRE (CIQ)**

# CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

## OFFICE USE ONLY

Date Received

**1 Name of vendor who has a business relationship with local governmental entity.**

**2** ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3 Name of local government officer about whom the information is being disclosed.**

\_\_\_\_\_  
Name of Officer

**4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

**5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

**6** ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;  
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.



**ATTACHMENT C**

**M/WBE PARTICIPATION FORM**

## **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.

---

CONSULTANT

---

DATE

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

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

[illegible]

**SAMPLE FORMAT FOR RECORDKEEPING ESTIMATED  
PROJECT WORKFORCE BREAKDOWN**

**M/WBE PARTICPATION**

JOB CATEGORY	TOTAL ESTIMATED POSTIONS 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				

**ATTACHMENT D**

**AFFIRMATIVE ACTION FOR DISABLED WORKERS**

## **AFFIRMATIVE ACTION FOR DISABLED 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 disability 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 disabled individuals without discrimination based upon their physical or mental disability 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 disabled 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 disabled 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 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 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 prescribe in 41 C.F.R.

Section 60-250.4(a) through (m) and the regulations contained in part 60-250.

**ATTACHMENT E**

**INSTRUCTION TO OFFERORS FOR NON-CONSTRUCTION**

**(FORM HUD-5369-B)**



# Instructions to Offerors Non-Construction

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

111111111  
-03291 -

## 1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

## 2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

## 3. Amendments to Solicitations

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

- (1) signing and returning the amendment;
- (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
- (3) letter or telegram, or
- (4) facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

## 4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

## 5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

- (2) Have a satisfactory performance record;
- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

## 6. Late Submissions, Modifications, and Withdrawal of Offers

(a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -

- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;
- (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "Working days" excludes weekends and U.S. Federal holidays; or
- (4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be reconsidered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

(d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the HA will be considered at any time it is received and may be accepted.

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by a offerer or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an Invitation for bids, bids may be withdrawn at any time prior to bid opening.

#### 7. Contract Award

(a) The HA will award a contract resulting from this solicitation to the responsible offerer whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may

- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offerer's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offerer within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

#### 8. Service of Protest

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protester.

#### 9. Offer Submission

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show **the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.**

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]

**ATTACHMENT F**

**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)

- |   |  |
|---|--|
| <input type="checkbox"/> Black Americans    | <input checked="" type="checkbox"/> Asian Pacific Americans  |
| <input type="checkbox"/> Hispanic Americans | <input checked="" type="checkbox"/> Asian Indian Americans   |
| <input type="checkbox"/> Native Americans   | <input checked="" type="checkbox"/> 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:

---

**ATTACHMENT G**

**FORM OF NON-COLLUSIVE AFFIDAVIT**

**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

**THE HARRIS COUNTY HOUSING AUTHORITY**

or 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 \_\_\_\_\_, 2013

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

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

**ATTACHMENT H**

**MODEL FORM OF AGREEMENT BETWEEN OWNER AND DESIGN PROFESSIONAL**

**(FORM HUD-51915)**



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

OMB Approval No. 2577-0015 (exp. 7/31/98)

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**Model Form of Agreement Between  
Owner and Design Professional**

# Model Form of Agreement Between Owner and Design Professional

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

OMB Approval No. 2577-0015 (exp. 7/31/98)

**Public reporting burden** for this collection of information is estimated to average 0.25 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Paperwork Reduction Project (2577-0015), Office of Information Technology, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

**Do not send this form to the above address.**

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## Introduction to Agreement

**Agreement** made as of the                      day of                      in the year of

Between the **Owner** (Name & Address)

and the **Design Professional** (Name, Address and Discipline)

For the following **Project** (Include detailed description of Project, Location, Address, Scope and Program Designation)

The Owner and Design Professional agree as set forth below.

---

## Article A: Services

### A 1.0 Design Professional's Basic Services

A.1.1 Areas of Professional's Basic Services. Unless revised in a written addendum or amendment to this Agreement, in planning, designing and administering construction or rehabilitation of the Project, the Design Professional shall provide the Owner with professional services in the following areas:

- Architecture
- Site Planning
- Structural Engineering
- Mechanical Engineering
- Electrical Engineering
- Civil Engineering
- Landscape Architecture
- Cost Estimating
- Construction Contract Administration

### A 1.2 Phases and Descriptions of Basic Services.

A.1.2.1 Schematic Design/Preliminary Study Phase. After receipt of a Notice to Proceed from the Owner, the Design Professional shall prepare and deliver Schematic Design/Preliminary Study Documents. These documents shall consist of a presentation of the complete concept of the Project, including all major elements of the building(s), and site design(s), planned to promote economy both in construction and in administration and to comply with current program and cost limitations. The Design Professional shall revise these documents consistent with the requirements and criteria established by the Owner to secure the Owner's written approval. Additionally, the Design Professional shall make an independent assessment of the accuracy of the information provided by the Owner concerning existing conditions. Documents in this phase shall include:

- Site plan(s)
- Schedule of building types, unit distribution and bedroom count
- Scale plan of all buildings, and typical dwelling units
- Wall sections and elevations
- Outline specifications
- Preliminary construction cost estimates
- Project specific analysis of codes, ordinances and regulations
- Three dimensional line drawings

A. 1.2.2 Design Development Phase. After receipt of written approval of Schematic Design/Preliminary Study Documents, the Design Professional shall prepare and submit to the Owner Design Development Documents. The Design Professional shall revise these documents consistent with the requirements and criteria established by the Owner to secure the Owner's written approval. These documents shall include the following:

- Drawings sufficient to fix and illustrate project scope and character in all essential design elements
- Outline specifications
- Cost estimates and analysis
- Recommendations for phasing of construction
- Site plan(s)
- Landscape plan
- Floor plans
- Elevations, building and wall sections
- Updated three dimensional line drawings
- Engineering drawings

A. 1.2.3 Bidding, Construction and Contract Document Phase. After receipt of the Owner's written approval of Design Development Documents, the Design Professional shall prepare Construction Documents. After consultation with the Owner and Owner's attorney, if requested by the owner, the Design Professional shall also prepare and assemble all bidding and contract documents. The Design Professional shall revise these Bidding, Construction and Contract documents consistent with the requirements and criteria established by the Owner to secure the Owner's written approval. They shall, include in a detailed, manner all work to be performed; all material; workmanship; finishes and equipment required for the architectural, structural, mechanical, electrical, and site work; survey maps furnished by Owner; and direct reproduction of any logs and subsurface soil investigations. These documents shall include:

- Solicitation for Bids
- Form of Contract
- Special Conditions
- General Conditions
- Technical Specifications
- Plans and drawings
- Updated cost estimates

A. 1.2.4 Bidding and Award Phase. After written approval of Bidding, Construction and Contract Documents from the Owner, the Design Professional shall assist in administering the bidding and award of the Construction Contract. This shall include:

- Responding to inquires
- Drafting and issuing addendum approved by Owner
- Attending prebid conference(s)
- Attending public bid openings
- Reviewing and tabulating bids
- Recommending list of eligible bids
- Recommending award
- Altering drawings and specifications as often as required to award within the Estimated Construction Contract Cost

A. 1.2.5 Construction Phase. After execution of the Construction Contract, the Design Professional shall in a prompt and timely manner administer the Construction Contract and all work required by the Bidding, Construction and Contract Documents. The Design Professional shall endeavor to protect the Owner against defects and deficiencies in the execution and performance of the work. The Design Professional shall:

- Administer the Construction Contract.
- Conduct pre-construction conference and attend dispute resolution conferences and other meetings when requested by the Owner.
- Review and approve contractor's shop drawings and other submittals for conformance to the requirements of the contract documents.
- At the Owner's written request, and as Additional Service, procure testing from qualified parties.
- Monitor the quality and progress of the work and furnish a written field report ☐ weekly, ☐ semi monthly, ☐ monthly, or ☐ \_\_\_\_\_. This service shall be limited to a period amounting to 110% of the construction period as originally established under the construction contract unless construction has been delayed due to the Design professional's failure to properly perform its duties and responsibilities. The Owner may direct additional monitoring but only as Additional Services.
- Require any sub-consultant to provide the services listed in this section where and as applicable and to visit the Project during the time that construction is occurring on the portion of the work related to its discipline and report in writing to the Design Professional.
- Review, approve and submit to Owner the Contractor Requests for Payment.
- Conduct all job meetings and record action in a set of minutes which are to be provided to the Owner.
- Make modifications to Construction Contract Documents to correct errors, clarify intent or to accommodate change orders.
- Make recommendations to Owner for solutions to special problems or changes necessitated by conditions encountered in the course of construction.
- Promptly notify Owner in writing of any defects or deficiencies in the work or of any matter of dispute with the Contractor.
- Negotiate, prepare cost or price analysis for and countersign change orders.
- Prepare written punch list, certificates of completion and other necessary construction close out documents.
- Prepare a set of reproducible record prints of Drawings showing significant changes in the work made during construction, including the locations of underground utilities and appurtenances referenced to permanent surface improvements, based on marked-up prints, drawings and other data furnished by the contractor to the Design Professional.

A. 1.2.6 Post Completion/Warranty Phase. After execution of the Certificate of Completion by the Owner, the Design Professional shall:

- Consult with and make recommendations to Owner during warranties regarding construction, and equipment warranties.
- Perform an inspection of construction work, material, systems and equipment no earlier than nine months and no later than ten months after completion of the construction contract and make a written report to the Owner. At the Owner's request, and by Amendment to the Additional Services section of this contract, conduct additional warranty inspections as Additional Services.
- Advise and assist Owner in construction matters for a period up to eighteen months after completion of the project, but such assistance is not to exceed forty hours of service and one nonwarranty trip away from the place of business of the Design Professional.

A. 1.3 Time of Performance. The Design Professional's schedule for preparing, delivering and obtaining Owner's approval for Basic Services shall be as follows:

- Schematic Design/Preliminary Study Documents within \_\_\_\_\_calendar days for the date of the receipt of a Notice to Proceed.
- Design Development Documents within \_\_\_\_\_calendar days from the date of receipt of written approval by the Owner of Schematic Design/Preliminary Study documents.
- Bidding, Construction and Contract Documents within \_\_\_\_\_calendar days from the date of receipt of written approval by the Owner of Design Development Documents.

## A.2.0 Design Professional's Additional Services

A.2.1 Description of Additional Services. Additional Services are all those services provided by the Design Professional on the Project for the Owner that are not defined as Basic Services in Article A, Section 1.2 or otherwise required to be performed by the Design Professional under this Agreement. They include major revisions in the scope of work of previously approved drawings, specifications and other documents due to causes beyond the control of the Design Professional and not due to any errors, omissions, or failures on the part of the Design Professional to carry out obligations otherwise set out in this Agreement.

A.2.2 Written Addendum or Contract Amendment. All additional services not already expressly required by this agreement shall be agreed to through either a written addendum or amendment to this Agreement.

## Article B: Compensation and Payment

### B. 1.0 Basic Services

B.1.1 Fixed Fee for Basic Services. The Owner will pay the Design Professional for Basic Services performed as defined by A.1.2, a Fixed Fee (stipulated sum) of \$ \_\_\_\_\_ plus Reimbursable Expenses identified in Article B.2.0. Such payment shall be compensation for all Basic Services required, performed, or accepted under this Contract.

B.1.2 Payment Schedule. Progress payments for Basic Services for each phase of work shall be made in proportion to services performed as follows:

Phase	Amount
Schematic Design/Preliminary Study Phase	\$ _____
Design Development Phase	\$ _____
Bidding, Construction & Contract Document Phase	\$ _____
Bidding & Award Phase	\$ _____
Construction Phase	\$ _____
Post Completion/ Warranty Phase	\$ _____
Total Basic Services	\$ _____

## B. 2.0 Reimbursables

B.2.1 Reimbursable Expenses. The Owner will pay the Design Professional for the Reimbursable Expenses listed below up to a Maximum Amount of \$ \_\_\_\_\_. Reimbursable Expenses are in addition to the Fixed Fee for Basic Services and are for certain actual expenses incurred by the Design Professional in connection with the Project as enumerated below.

B.2.1.1 Travel Costs. The reasonable expense of travel costs incurred by the Design Professional when requested by Owner to travel to a location that lies outside of a 45 mile radius of either the Project site, Design Professional's office (s), and Owner's office.

B.2.1.2 Long Distance Telephone Costs. Long distance telephone calls and long distance telefax costs.

B.2.1.3 Delivery Costs. Courier services and overnight delivery costs.

B.2.1.4 Reproduction Costs. Reproduction and postage costs of required drawings, specifications, Bidding and Contract documents, excluding the cost of reproductions for the Design Professional or Subcontractor's own use.

B.2.1.5 Additional Reimbursables. The Design Professional and Owner may agree in an addendum or amendment to this Agreement to include certain other expenses not enumerated above as Reimbursable Expenses. These Reimbursables shall not be limited by the Maximum Amount agreed to above. A separate Maximum Amount for these Reimbursables shall be established.

## B .3.0 Additional Services

B. 3.1 Payment for Additional Services. The Owner will pay the Design Professional only for Additional Services agreed to in an addendum or amendment to this Agreement executed by the Owner and the Design Professional pursuant to A.2. Payment for all such Additional Services shall be in an amount and upon the terms set out in such amendment or addendum and agreed upon by the parties. Each such amendment or addendum shall provide for a fixed price or, where payment for such Additional Services is to be on an hourly basis or other unit pricing method, for a maximum amount; each such amendment or addendum shall also provide for a method of payment, including, at a minimum, whether payment will be made in partial payments or in lump sum and whether it will be based upon percentage of completion or services billed for.

## B. 4.0 Invoicing and Payments

B.4.1 Invoices. All payments shall require a written invoice from the Design Professional. Invoices shall be made no more frequently than on a monthly basis. Payments for Basic Services shall be in proportion to services completed within each phase of work. When requesting such payment, the invoice shall identify the phase and the portion completed. All invoices shall state the Agreement, name and address to which payment shall be made, the services completed and the dates of completion, and whether the invoice requests payment for Basic Services, Reimbursable or Additional Services. Invoices seeking payment for Reimbursable or Additional Services must provide detailed documentation.

B.4.2 Time of Payment. Upon the Design Professional's proper submission of invoices for work performed or reimbursable expenses, the Owner shall review and, if the work is in conformance with the terms of the Agreement, make payment within thirty days of the Owner's receipt of the invoice.

## Article C: Responsibilities

### C. 1.0 Design Professional's Responsibilities

C.1.1 Basic Services. The Design Professionals shall provide the Basic Service set out in Article A.1.0.

C.1.2 Additional Services. When required under this Agreement or agreed to as set out in A.2.0, the Design Professional shall provide Additional Services on the Project.

C.1.3 General Responsibilities. The Design Professional shall be responsible for the professional quality, technical accuracy, and coordination of all designs, drawings, specifications, and other services, furnished by the Design Professional under this Agreement. The Owner's review, approval, acceptance of, or payment for Design Professional services shall not be construed as a waiver of any rights under this Agreement or of any cause of action for damages caused by Design Professional's negligent performance under this Agreement. Furthermore, this Agreement does not restrict or limit any rights or remedies otherwise afforded the Owner or Design Professional by law.

C.1.4 Designing Within Funding Limitations. The Design Professional shall perform services required under this Contract in such a manner so as to cause an award of a Construction Contract(s) that does not exceed (1) \$ \_\_\_\_\_ or (2) an amount to be provided by the Owner in writing to the Design Professional prior to the commencement of Design Professional services. This fixed limit shall be called the Maximum Construction Contract Cost. The amount may be increased by the Owner, but only with written notice to the Design Professional. If the increase results in a change to the scope of work, an amendment to this Agreement will be required. The Design Professional and the Owner may mutually agree to decrease the Maximum Construction Contract Cost, but only by signing a written amendment to this Agreement. Should bids for the Construction Contract(s) exceed the Maximum Construction Contract Cost, the Owner has the right to require the Design Professional to perform redesigns, rebids and other services necessary to cause an award of the Construction Contract within the Maximum Construction Contract Cost without additional compensation or reimbursement.

C.1.5 Compliance with Laws, Codes, Ordinances and Regulations. The Design Professional shall perform services that conform to all applicable Federal, State and local laws, codes, ordinances and regulations except as modified by any waivers which may be obtained with the approval of the Owner. If the Project is within an Indian reservation, tribal laws, codes and regulations shall be substituted for state and local laws, codes, ordinances and regulations. However, on such a Native American Projects, the Owner may additionally designate that some or all state and local codes shall apply. In some of these circumstances, a model national building code may be selected by the Indian or Native American Owner. The Design Professional shall certify that Contract Documents will conform to all applicable laws, codes, ordinances and regulations. The Design Professional shall prepare all construction documents required for approval by all governmental agencies having jurisdiction over the project. The Design professional shall make all changes in the Bidding and Construction Documents necessary to obtain governmental approval without additional compensation or reimbursement, except in the following situations. If subsequent to the date the Owner issues a notice to proceed, revisions are made to applicable codes or non-federal regulations, the Design Professional shall be entitled to additional compensation and reimbursements for any additional cost resulting from such changes. The Design Professional, however, is obligated to notify the Owner of all significant code or regulatory changes within sixty (60) days of their change, and such notification shall be required in order for the Design Professional to be entitled to any additional compensation or reimbursement.

C.1.6 Seal. Licensed Design Professionals shall affix their seals and signatures to drawings and specifications produced under this Agreement when required by law or when the project is located on an Indian Reservation.

C.1.7 Attendance at Conferences. The Design Professional or designated representative shall attend project conferences and meetings involving matters related to basic services covered under this contract. Attendance at community wide meetings shall be considered an additional service.

#### C. 2.0 Owner's Responsibilities

C.2.1 Information. The Owner shall provide information regarding requirements for the project, including a program that shall set forth the Owner's objectives and schedule. The Owner shall also establish and update the Maximum Construction Cost. This shall include the Owner's giving notice of work to be performed by the Owner or others and not included in the Construction Contract for the Project. The Design Professional, however, shall be responsible to ascertain and know federal requirements and limitations placed on the Project.

C.2.2 Notice of Defects. If the Owner observes or otherwise becomes aware of any fault or defect in the construction of the project or nonconformance with the Construction Contract, the Owner shall give prompt written notice of those faults, defects or nonconformance to the Design Professional.

C.2.3 Contract Officer. The Owner shall designate a Contract Officer authorized to act on its behalf with respect to the design and construction of the Project. The Contract Officer shall examine documents submitted by the Design Professional and shall promptly render decisions pertaining to those documents so as to avoid unreasonably delaying the progress of the Design Professional's work.

C.2.4 Duties to Furnish. The Owner shall provide the Design Professional the items listed below.

C.2.4.1 Survey and Property Restrictions. The Owner shall furnish topographic, property line and utility information as and where required. The Owner may at its election require the Design Professional to furnish any of these items as an Additional Service.

C.2.4.2 Existing Conditions. The Owner shall provide the Design Professional any available "as built" drawings of buildings or properties, architect surveys, test reports, and any other written information that it may have in its possession and that it might reasonably assume affects the work.

C.2.4.3 Waivers. The Owner shall provide the Design Professional information it may have obtained on any waivers of local codes, ordinances, or regulations or standards affecting the design of the Project.

C.2.4.4 Minimum Wage Rates. The Owner shall furnish the Design Professional the schedule of minimum wage rates approved by the U.S. Secretary of Labor for inclusion in the solicitation and Contract Documents.

C.2.4.5 Tests. When expressly agreed to in writing by both the Owner and the Design Professional, the Owner shall furnish the Design Professional all necessary structural, mechanical, chemical or other laboratory tests, inspections and reports required for the Project.

C.2.4.6 Contract Terms. The Owner or its legal counsel may provide the Design Professional text to be incorporated into Bidding and Construction Contract Documents.

#### Article D: Contract Administration

D.1.0 Prohibition of Assignment. The Design Professional shall not assign, subcontract, or transfer any services, obligations, or interest in this Agreement without the prior written consent of the Owner. Such consent shall not unreasonably be withheld when such assignment is for financing the Design Professional's performance.

D.1.1 Ownership of Documents. All drawings, specifications, studies and other materials prepared under this contract shall be the property of the Owner and at the termination or completion of the Design Professional's services shall be promptly delivered to the Owner. The Design Professional shall have no claim for further employment or additional compensation as a result of exercise by the Owner of its full rights of ownership. It is understood, however, that the Design Professional does not represent such data to be suitable for re-use on any other project or for any other purpose. If the Owner re-uses the subject data without the Design Professional's written verification, such re-use will be at the sole risk of the Owner without liability to the Design Professional.

##### D.1.2 Substitutions.

A. The Design Professional shall identify in writing principals and professional level employees and shall not substitute or replace principals or professional level employees without the prior approval of the Owner which shall not unreasonably be withheld.

B. The Design Professional's personnel identified below are considered to be essential to the work effort. Prior to diverting or substituting any of the specified individuals, the Design Professional shall notify the Owner reasonably in advance and shall



submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact on the contract. No diversion or substitution of such key personnel shall be made by the Design professional without the prior written consent of the Owner.

D.1.3 Suspension. The Owner may give written notice to the Design Professional to suspend work on the project or any part thereof. The Owner shall not be obligated to consider a claim for additional compensation if the Design Professional is given written notice to resume work within 120 calendar days. If notice to resume work is not given within 120 calendar days, the Design Professional shall be entitled to an equitable adjustment in compensation.

D.1.4 Subcontracts. The Design Professional will cause all applicable provisions of this Agreement to be inserted in all its subcontracts.

D.1.5 Disputes. In the event of a dispute arising under this Agreement, the Design Professional shall notify the Owner promptly in writing and submit its claim in a timely manner. The Owner shall respond to the claim in writing in a timely manner. The Design Professional shall proceed with its work hereunder in compliance with the instructions of the Owner, but such compliance shall not be a waiver of the Design Professional’s rights to make such a claim. Any dispute not resolved by this procedure may be determined by a court of competent jurisdiction or by consent of the Owner and Design Professional by other dispute resolution methods.

D.1.6 Termination. The Owner may terminate this Agreement for the Owner’s convenience or for failure of the Design Professional to fulfill contract obligations. The Owner shall terminate by delivering to the Design Professional a Notice of Termination specifying the reason therefore and the effective date of termination. Upon receipt of such notice, the Design Professional shall immediately discontinue all services affected and deliver to the Owner all information, reports, papers, and other materials accumulated or generated in performing this contract whether completed or in process. If the termination is for convenience of the Owner, the Owner shall be liable only for payment for accepted services rendered before the effective date of termination.

D.1.7 Insurance. The Design professional shall carry Commercial or Comprehensive General Liability Insurance, Professional Liability Insurance (for a period extending two years past the date of completion of construction), and other insurance as are required by law, all in minimum amounts as set forth below. The Design Professional shall furnish the Owner certificates of insurance and they shall state that a thirty day notice of prior cancellation or change will be provided to the Owner. Additionally, the Owner shall be an additional insured on all Commercial or Comprehensive General liability policies.

Insurance	Limits or Amount

D.1.8 Retention of Rights. Neither the Owner’s review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Design Professional shall be and remain liable to the Owner in accordance with the applicable law for all damages to the Owner caused by the Design professional ‘s negligent performance of any of the services furnished under this contract.

Article E: Additional Requirements

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

E. 1.1 Contract Adjustments. Notwithstanding any other term or condition of this Agreement, any settlement or equitable adjustment due to termination, suspension or delays by the Owner shall be negotiated based on the cost principles stated at 48 CFR Subpart 31.2 and conform to the Contract pricing provisions of 24 CFR 85.36 (f).

E. 1.2 Additional Services. The Owner shall perform a cost or price analysis as required by 24 CFR 85.36 (f) prior to the issuance of a contract modification/amendment for Additional Services. Such Additional Services shall be within the general scope of services covered by this Agreement. The Design Professional shall provide supporting cost information in sufficient detail to permit the Owner to perform the required cost or price analysis.

E. 1.3 Restrictive Drawings and Specifications. In accordance with 24 CFR 85.36(c)(3)(i) and contract agreements between the Owner and HUD, the Design Professional shall not require the use of materials, products, or services that unduly restrict competition.

E. 1.4 Design Certification. Where the Owner is required by federal regulations to provide HUD a Design Professional certification regarding the design of the Projects (24 CFR 968.235, 905.260 and 905.639), the Design Professional shall provide such a certification to the Owner.

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

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

E. 1.7 Conflicts of Interest. Based in part on federal regulations (24 CFR 85.36(b)) and Contract agreement between the Owner and HUD, no employee, officer, or agent of the Owner (HUD grantee) shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

Such a conflict would arise when:

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

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

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

E. 1.8 Disputes. In part because of HUD regulations (24 CFR 85.36(i)(1)), this Design Professional Agreement, unless it is a small purchase contract, has administrative, contractual, or legal remedies for instances where the Design Professional violates or breaches Agreement terms, and provide for such sanctions and penalties as may be appropriate.

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

E. 1.10 Interest of Members of Congress. Because of Contract agreement between the Owner and HUD, no member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this Contract or to any benefit to arise from it.

E. 1.11 Limitation of Payments to Influence Certain Federal Transaction. The Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions Act, Section 1352 of Title 31 U.S.C., provides in part that no appropriated funds may be expended by recipient of a federal contract, grant, loan, or cooperative agreement to pay any person, including the Design Professional, for influencing or attempting to influence an officer or employee of Congress in connection with any of the following covered Federal actions: the awarding of any federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

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

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

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

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

H. Pursuant to 24 CFR 905.170(b), compliance with Section 3 requirements shall be to the maximum extent consistent with, but not in derogation of compliance with section 7(b) of the Indian Self-Determination and Education Assistance, 25 U.S.C. section 450e(b) when this law is applicable.

E. 1.13 Indian Preference in Indian Housing Authority Contracts. Pursuant to 24 CFR section 905.165 and Federal law, the Design Professional shall provide Indian Preference in its contracting, training, and employment practices when this contract is with an Indian Housing Authority and shall incorporate the following language into all of its subcontracts:

(i) The work to be performed under this contract is on a project subject to section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)). Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preferences in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises.

(ii) The parties to this contract shall comply with the provisions of said section 7(b) of the Indian Self-determination and Education Assistance Act (25 U.S.C. 450e(b)) and all HUD requirements adopted pursuant to section 7(b).

(iii) In connection with this contract, the parties shall, to the greatest extent feasible, give preference in the award of any subcontracts to Indian organizations and Indian-owned Economic Enterprises, and preferences and opportunities for training and employment to Indians.

(iv) This section 7(b) clause shall be incorporated into every subcontract in connection with the project.

(v) Upon a finding by the IHA or HUD that any party to the contract is in violation of the section 7(b) clause, said party shall at the direction of the IHA, take appropriate remedial action pursuant to the contract.

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

E. 1.15 Energy Efficiency. Pursuant to Federal regulations (24 C.F.R. 85.36(i)(13)) and Federal law, except when working on an Indian housing authority Project on an Indian reservation, the Design Professional shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163 codified at 42 U.S.C.A. § 6321 et. seq.).

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

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

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

**Article F: Other Owner Requirements** (if any)

(Continue on additional pages as necessary)

This Agreement is entered into as of the day and year first written above.

Owner

Design Professional

\_\_\_\_\_  
(Housing Authority)

\_\_\_\_\_  
(Firm)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Title)

\_\_\_\_\_  
(Print Title)

Addendum (If any)  
(Additional Services and other modifications)

This is an Addendum to a Standard Form of Agreement between Owner and Design Professional signed and dated the \_\_\_\_ day of \_\_\_\_\_ in the year of \_\_\_\_ between the Owner, \_\_\_\_\_, and Design Professional \_\_\_\_\_ on Project \_\_\_\_\_. The parties to that Agreement agree to modify the Agreement by the above delineated Additional Services and modifications. This Addendum is dated this \_\_\_\_ day of \_\_\_\_\_ in the year of \_\_\_\_.

Owner

Design Professional

\_\_\_\_\_  
(Housing Authority)

\_\_\_\_\_  
(Firm)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Title)

\_\_\_\_\_  
(Print Title)

**ATTACHMENT I**

**CERTIFICATIONS OF PAYMENTS TO INFLUENCE FEDERAL TRANSACTIONS**

Certification of Payments
to Influence Federal Transactions

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

Applicant Name

Program/Activity Receiving Federal Grant Funding

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

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

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

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.
Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Form section for Name of Authorized Official, Title, Signature, and Date (mm/dd/yyyy).

**ATTACHMENT J**

**DECLARATION**



## DECLARATION - (REQUIRED SUBMITTAL)

\_\_\_\_\_  
NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
CITY, STATE

\_\_\_\_\_  
SUBMITTAL DATE

The undersigned, as Offeror, declares that the only persons interested in this Response are named herein, that no other person has any interest in this proposal, that this proposal is made without connection or arrangement with any other person, and that this proposal is in every respect fair, in good faith, and without collusion or fraud.

The Offeror further declares that he/she has complied in every respect with all of the instructions of Offerors, and has read all addenda, if any, has satisfied himself or herself fully relative to all matters and conditions with respect to the proposal.

The Offeror agrees, if this proposal is accepted, to execute such agreement as appropriate for the purpose of establishing a formal contractual relationship between the Offeror and the HCHA for the performance of all requirements to which the proposal pertains.

The Offeror states that this proposal is based upon the proposal documents and amendments, if any.

Persons Interested in this Response:

Name	Identity of Interest
------	----------------------

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

\_\_\_\_\_  
NAME OF FIRM/INDIVIDUAL/CORPORATION

\_\_\_\_\_  
SIGNATURE/TITLE

## **ATTACHMENT K**

### **SECTION 3 POLICY**

## Harris County Housing Authority Section 3 Policy

### STATEMENT OF PURPOSE

The purpose of Section 3 of the Housing and Urban Development Act of 1968, as amended by Section 915 of the Housing and Community Development Act of 1992, is to "ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed toward low-and very low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low-and very low-income persons." The 1992 Act sets forth:

- The types of HUD financial assistance, activities, and recipients subject to the requirements of Section 3;
- The specific individuals and business concerns who are the intended beneficiaries of the economic opportunities generated from HUD-assisted activities; and
- The order of priority in which these individuals and business concerns should be recruited and solicited for the employment and other economic opportunities generated from HUD-assisted activities.

The Harris Housing Authority's Section 3 Policy is expressed in this statement, the goal statement, and the preference tiers. Implementation procedures may be amended periodically to insure that the policy requirements are being met or to bring about efficiencies in the implementation of the program based on the practice and experience of running the program.

\*Note that supply and delivery contracts are exempted from these Section 3 Policy requirements.

### HARRIS COUNTY HOUSING AUTHORITY PREFERENCE TIERS

Harris County Housing Authority's preference is to ensure that as many housing authority residents as possible are employed. In an effort to further that goal, the Authority has created the following preference tier structure. Vendors are asked to comply with Section 3 by first considering Category I, hiring at the site where work is being performed. If the vendor demonstrates to the Authority's satisfaction the inability to hire at the site, the Authority's next preference is for the vendor to hire residents from other Authority properties and/or programs (Category II). If the vendor cannot meet its Section 3 goal in this manner and needs to move to other categories, the vendor must document this inability to comply with the preference.

#### I. Preference for Section 3 Residents in Training and Employment Opportunities

**Category I** Train/hire residents from the site where the work is being performed

**Category II** Train/hire residents of other housing developments and/or programs managed by the housing authority that is expending the covered assistance

**Category III** Train/hire participants in a HUD YouthBuild-like program being carried out in the metropolitan area or Non-metropolitan County in which the covered assistance is expended

**Category IV** Train/hire other Section 3 residents

## **II. Preference for Section 3 Business Concerns in Contracting Opportunities**

### ***Category I Businesses***

Business concerns that are 51 percent or more owned by residents of the housing development or developments for which the Section 3 covered assistance is expended and whose full-time permanent workforce includes 30 percent of these persons as employees (or 30% of persons who were Section 3 residents within 3 years of their first employment)

### ***Category II Businesses***

Business concerns that are 51 percent or more owned by residents of other housing developments or developments managed by the housing authority that is expending the Section 3 covered assistance and whose full-time, permanent workforce includes 30 percent of these persons as employees (or 30% of persons who were Section 3 residents within 3 years of their first employment)

### ***Category III Businesses***

Business concerns that are 51 percent or more owned by residents of the housing development or developments for which the Section 3 covered assistance is expended

### ***Category IV Businesses***

Business concerns that are 51 percent or more owned by residents of other housing developments or developments managed by the housing authority that is expending the Section 3 covered assistance

### ***Category V Businesses***

HUD Youthbuild-like programs being carried out in the metropolitan area in which the Section 3 covered assistance is expended

### ***Category VI Businesses***

Business concerns that are 51 percent or more owned by Section 3 residents and:

- i. whose permanent, full-time workforce includes no less than 30 percent Section 3 residents; or
- ii. that subcontract 20 percent or more of the total amount of the contract (including modifications) and subcontracts 25 percent of the subcontracted amount to Section 3 business concerns

### ***Category VII Businesses***

Business concerns that are 51 percent or more owned by Section 3 residents

NOTE: For contracts or purchase orders \$100,000 or less, other economic opportunities can be identified without regard for the Harris County Housing Authority's preference requirements.

## **SECTION 3 COMPLIANCE REQUIREMENTS**

### **Hiring**

#### **A. Background**

1. The Section 3 regulations provide that recipients, their contractors, and any subcontractors demonstrate compliance by employing Section 3 residents as 5% of the aggregate number of new hires.

2. The Section 3 Regulations, at CFR Part 135, require that in affordable housing programs, compliance efforts shall be directed to provide training and employment opportunities to Section 3 residents in accordance with the HCHA preference tier structure.
3. If a new hire is needed and a Section 3 resident is identified, that Section 3 resident will be required to submit evidence of Section 3 status to the recipient, contractor or subcontractor.
4. The Harris County Housing Authority requires a preference for hiring from the development where work is being performed. However, the Harris County Housing Authority will not require a vendor to hire from the development at the site if:
  - a. A pre-identified list of Section 3 residents from a job site contains no persons qualified to perform the work. Qualified residents from other developments shall then be considered.
  - b. The vendor's workforce is adequate to do the job and no new hiring is needed. In the event that no new hires are needed, vendors must pursue other avenues of compliance as set forth in the Harris County Housing Authority's preference tier structure.

#### B. Compliance

1. As part of each bid or proposal submitted, the respondent must document their workforce by position. Such information will be re-verified at the commencement of the contract.
2. Vendors will be required to submit documentation in the form of payroll forms submitted weekly that clearly identify the Section 3 hires. The vendor must comply with the Section 3 requirement throughout the life of the contract. Harris County Housing will periodically audit this information. Failure to comply with the weekly submittal of payroll shall result in the delay of payment.
3. Harris County Housing Authority residents by virtue of their income are Section 3 residents. Contractors employing Harris County Housing Authority residents must retain documentation that demonstrates any Harris County Housing Authority residents hired to meet Section 3 employment goals are:
  - a. identified on the lease of household, that is lease compliant; and
  - b. able to provide to the contractor or subcontractor the client number for the household where Harris County Housing Authority residency is claimed. This client number must appear on the certified payrolls submitted by the vendor to verify a Section 3 hire.
4. Non-Harris County Housing Authority households claiming Section 3 status must be prepared to submit evidence of income and residency in Harris County at the time of hire. As part of the Section 3 compliance process, vendors will be required to document that employees hired meet the residency and income requirements.

### Contracting

#### A. Background

1. The Section 3 Regulations, at 24 CFR Part 135, provide that the Harris County Housing Authority, its contractors and subcontractors may demonstrate compliance by awarding contracts to Section 3 business concerns or to vendors who contract with such firms.
2. Harris County Housing Authority's contracting goals require that Section 3 firms receive at least:
  - a. 10 percent of the total dollar of all Section 3 covered contracts for building trades work for maintenance, repair, modernization or development of public or Indian housing; or
  - b. 10 percent of the total dollar amount of all Section 3 covered contracts for building trades work arising in connection with housing rehabilitation, housing construction and other public construction; and
  - c. 3 percent of the total dollar amount of all other Section 3 covered contracts.
3. Goals apply to the entire amount of Section 3 covered assistance awarded to a recipient in any federal fiscal year (FFY), October 1- September 30. Correspondingly, Harris County Housing Authority's goals shall apply to the total dollar amount of each contract or purchase order.

4. Recipients that award contracts to contractors that will provide training or hiring, must ensure that contractors provide training, employment and contracting opportunities to Section 3 residents and Section 3 business concerns.
5. Efforts shall be directed to award contracts to Section 3 business concerns according to HCHA preference categories.

B. Compliance

1. Business concerns claiming Section 3 status based on ownership and workforce or workforce only (as applicable) must meet that status at the time the bid or proposal is submitted to the Harris County Housing Authority.
2. Anyone claiming to be a Section 3 resident or business concern shall be required, as set forth by procedure, to provide evidence of such status.
3. Pursuant to 24 CFR 135.36 (c) any firm, prime or subcontractor claiming Section 3 status must demonstrate to the Authority's satisfaction that the business concern is responsible and has the ability to complete the work under the terms and conditions of the proposed contract. In evaluating firms under this provision the Authority will examine:
  - a. the work history and prior performance of the firm;
  - b. the requirements of the job verses the skills evidenced by the firm through its owners, officers, principals, and key staff;
  - c. technical and logistical capacity to complete the work considering contracts already awarded to the firm by the Authority or others;
  - d. bonding capacity and ability to obtain required insurance (with allowances for disadvantaged or startup firms);
  - e. evidence of past sanctions imposed by the Authority or others; and
  - f. evidence that the firm, its principals, associates, partners, subcontractors or others have not acted or colluded in order to circumvent the compliance process by structuring contractual or other relationships or engaging in practices designed to comply with Section 3 only to obtain the preference without regard to the work requirements of the job.
4. A business concern need not hire to be considered a Section 3 business provided that:
  - a. the business concern is 51 % or more owned by a Section 3 resident; or
  - b. the business concern's workforce consists of sufficient numbers of Section 3 residents to qualify the vendor as a Section 3 business (30% or more of the full-time workforce consists of Section 3 residents, or persons who were Section 3 residents within 3 years of first employment); or
  - c. the business concern subcontracts 20% or more of the total amount of the contract (including modifications) and in turn subcontracts 25% of the subcontracted amount to Section 3 business concerns (25% of 20%); or
5. After award of a contract, if a business concern must hire to maintain the Section 3 workforce percentage, new hiring efforts must be made in accordance with the Harris County Housing Authority preference tier for hiring (Category I).
6. If a business concern claims Section 3 status by virtue of workforce composition, documentation of the 30% workforce requirement must be submitted to the Authority as part of the response to the bid, quote, or proposal. Further, the firm must maintain the Section 3 workforce percentage throughout the life of the contract. Workforce composition is subject to audit.
7. A business concern (including joint-ventures) seeking to qualify for a Section 3 preference shall certify and submit evidence that they are entitled to the applicable Section 3 preference and that they are a Section 3 business concern as defined in 24 CFR, Part 135 and by the Harris County Housing Authority pursuant to this policy. Prime or subcontractors must submit documentation (including workforce composition data) as part of any bid, quote, or proposal submitted to the Harris County Housing Authority. Additional documentation is required for joint-ventures.

8. Firms that claim Section 3 business status by subcontracting (25% of 20%) of the total contract) to other Section 3 businesses must require that the subcontractor(s) provide ownership or workforce documentation as applicable. The prime contractors must keep such records on file and available for review by the Authority. Such documentation must also be submitted as part of any bid, quote or proposal.
9. Subcontractors identified by any prime contractor claiming Section 3 status per item 6 must be a Section 3 business by ownership and/or workforce as defined in this policy. Subcontractors used by prime contractors to comply with item 6 cannot claim Section 3 status by further subcontracting.
10. Section 3 Joint-Ventures - to meet Section 3 contracting goals the Authority is permitted to contract with an association of firms as least one of which meets the Authority's definition of a Section 3 business concern. A definition of a joint venture is provided in the definition section of this policy. Compliance requirements for joint-ventures are discussed below.
11. Joint-Ventures are subject to the following documentation requirements:
  - a. The joint-venture agreement must be in writing and must be submitted as part of the response to any bid or proposal solicited by the Harris County Housing Authority. In order for the Authority to evaluate the "adequacy" and "capacity", the agreement must describe in sufficient detail the area(s) of work assigned to each member of the joint-venture.
  - b. The joint-venture agreement must reference a completed and fully executed joint-venture certification, as provided by the Authority, which must also be attached to the joint-venture agreement as an exhibit.
  - c. The Harris County Housing Authority requires that the Section 3 joint-venture partner is a bona-fide Section 3 business; therefore, the joint-venture shall provide documentation that shows that the Section 3 partner meets the ownership and workforce, or workforce requirements established in this policy. Section 3 joint-venture partners cannot use subcontracting to establish their status as a Section 3 business concern.
  - d. Section 3 requires that the joint-venture partner be responsible for a clearly defined portion of the work. Proposals or bids must specify the labor hours assigned to and the compensation to be received by the Section 3 joint-venture firm.
  - e. Section 3 firms in the joint-venture must be qualified to perform the scope of work and have the capacity to complete the work assigned under the joint-venture agreement (see item b above).

#### **Bid or Proposal Evaluation**

- A. Vendors who fail to address Section 3 requirements will be deemed nonresponsive. This means that in the proposal or bid documents submitted to the Harris County Housing Authority, the Contractor's Affidavit and Compliance commitment must be completed including applicable attachments and supporting documentation to support claims of compliance by hiring, contracting, or other economic opportunities.
- B. After written notice from the Harris County Housing Authority specifying the defects in the Section 3 information, vendors will be given no more than 5 business days to complete the form and provide all required documents. Failure to respond within the 5 days will result in the Authority declaring the bidder or respondent non-responsive. The contract or bid will then be awarded to the next lowest bidder or to the respondent with the next highest score. Where the selection is a qualifications-based procurement, the Harris County Housing Authority will award to the firm that is the next highest ranked.

## DEFINITIONS

**NEW HIRES-** Persons selected to fill full-time, temporary or seasonal employment opportunities.

**RESIDENT OWNED BUSINESS (ROB)-** A ROB is a business concern owned or controlled by affordable housing residents, that is: (a) at least 51 % owned by one or more affordable housing residents; and (b) whose management and daily business operations are controlled by one or more such individuals. For the purpose of Section 3 compliance, a ROB must also meet the Housing Authority's definitions of a Section 3 business concern as described below.

**EMPLOYMENT OPPORTUNITIES GENERATED BY SECTION 3 COVERED ASSISTANCE-** All employment opportunities generated by the expenditure of Section 3 covered PIH assistance (i.e. operating assistance, development assistance, and modernization assistance) and with respect to Section 3 covered housing and community development assistance, all employment opportunities arising in connection with Section 3 covered projects, including management and administrative jobs (including architectural, engineering, or related professional services and jobs directly related to administrative support of these activities) connected with the Section 3 covered project.

**RECIPIENT-** Any entity which receives Section 3 covered assistance, directly from HUD or from another recipient and includes, but is not limited to, any State, unit of local government, PHA, IHA, Indian Tribe, or other public body, public or private nonprofit organization, private agency or institution, mortgagor, developer, limited dividend sponsor, builder, property manager, community housing development organization, resident management corporation, resident council, or cooperative association. Recipient also includes any successor, assignee, or transferee of any such entity, but does not include any ultimate beneficiary under the HUD program to which Section 3 applies and does not include contractors.

**SECTION 3-** Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

**SECTION 3 BUSINESS CONCERN-** As defined by the Harris County Housing Authority, a Section 3 business concern is one:

- A. That is fifty-one (51 %) or more owned by Section 3 residents; or
- B. Whose full-time employees includes persons, at least 30 percent of whom are current Section 3 residents, or were Section 3 residents within three (3) years of the date of first employment with the business concern; or
- C. That provides evidence of a commitment to: (1) subcontract 25 percent or more of the total amount of the contract (including any modification); and (2) in turn subcontracts in excess of 25 percent of the amount from (1) to Section 3 business concerns as defined in A or B (25% of 20%).

Example: If the contract amount is \$1,000,000, vendor must subcontract at least 20% or \$200,000. Of the \$200,000, 25% or \$50,000 must go to Section 3 business concern(s) as defined in A or B.

**SECTION 3 CLAUSE-** The contract provisions and sanction set forth in 24 CFR 135.8.

**SECTION 3 COVERED ACTIVITY-** Any activity that is funded by Section 3 covered assistance including Affordable housing assistance.

**SECTION 3 COVERED ASSISTANCE-** There are no dollar amount thresholds for PIH (Public and Indian Housing) funded Section 3 covered activities. Section 3 applies to all contractors and



subcontractors performing work in connection with the following assistance regardless of the amount of the contract or subcontract:

- Public and Indian housing development assistance provided pursuant to Section 5 of the 1937 Act;
- Public and Indian housing operating assistance provided pursuant to Section 9 of the 1937 Act;
- Public and Indian housing modernization assistance provided pursuant to Section 14 of the 1937 Act;
- Section 8 assistance for work arising in connection with; housing rehabilitation, housing construction, or other public construction projects.

SECTION 3 COVERED CONTRACT- A contract or subcontract (including a professional service contract) awarded by a recipient or contractor for work generated by the expenditure of Section 3 covered assistance or for work arising in connection with a Section 3 covered project. "Section 3 covered contracts" do not include contracts for the purchase of supplies and materials except, whenever a contract for materials includes the installation of the materials, the contract constitutes a "Section 3 covered contract."

SECTION 3 COVERED PROJECT- The construction, reconstruction, conversion, or rehabilitation of housing (including reduction and abatement of lead-based paint hazards), other public construction which includes buildings or improvements (regardless of ownership) assisted with housing or community development assistance.

SECTION 3 JOINT VENTURE- An association of business concerns, one of which qualifies as a Section 3 business concern, formed by written joint venture agreement to engage in and carry out a specific business venture for which purpose the business concerns combine their efforts, resources, and skills for joint profit, but not necessarily on a continuing or permanent basis for conducting business generally, and for which the Section 3 business concern:

- Is responsible for a clearly defined portion of the work to be performed and holds management responsibilities in the joint venture; and
- Performs at least 25% of the work and is contractually entitled to compensation proportional to its work.

SECTION 3 RESIDENT-

- A. An affordable housing resident or
- B. An individual who resides in Harris County and who meets the following criteria:
  - i. Low-income persons-families (or single persons) whose incomes do not exceed 80 per centum of the median income for the area.
  - ii. Very low-income persons-families (or single persons) whose incomes do not exceed 50 per centum of the median income for the area.

**ATTACHMENT L**

**ETHICS POLICY**

# Harris County Housing Authority

## Ethics Policy

**Effective: August 15, 2012**

**Last Revised: August 5, 2015**

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### A. PURPOSE

As a county housing authority and public corporation, the Harris County Housing Authority ("Authority") is obligated to achieve and maintain certain standards of ethics under state law and under its Annual Contributions Contract ("ACC") with the U. S. Department of Housing and Urban Development ("HUD"). To achieve the highest standard of ethics and propriety, the Board of Commissioners adopted and established an Ethics Policy on August 15, 2012, to describe in a single document the various obligations of the Authority prescribed by federal and state law, and its contractual obligations with HUD. The purpose of the Ethics Policy is to maintain the reputation and goodwill of the Authority in Harris County and the state of Texas by ensuring that the public and other governmental entities have confidence in the integrity, independence, and impartiality of the commissioners, officers, employees, and other contractors of the Authority.

### B. ENFORCEMENT

The board of commissioners shall recommend to any commissioner appropriate action to remediate or resolve any conflict or violation or shall refer to the Harris County Attorney's Office the facts and issues regarding any unresolved conflict or violation by a

## **Harris County Housing Authority Ethics Policy**

commissioner that could constitute inefficiency, neglect of duty, or misconduct in office that might justify removal of the commissioner from office. The board of commissioners shall direct the executive director to remediate or resolve any conflict or violation involving an Authority employee. The executive director may take appropriate action to remedy or resolve an employee conflict or violation, including disciplinary action under the Employee Handbook.

### **C. ETHICS POLICY**

All commissioners and employees shall abide by the provisions of Texas State law and the HUD ACC contained in the Sources of Law and Policy section below. To the extent allowed by federal or state law or the HUD ACC, the following rules shall further regulate the conduct of commissioners and employees to avoid the appearance or risk of impropriety:

#### **Economic Benefit**

A commissioner or employee shall not take any official action that he or she knows is likely to affect the economic interest of the commissioner or employee or their immediate family; an outside client or customer; a household member; the outside employer or a parent, child or spouse; a business entity or its affiliate of the commissioner or employee or their immediate family; a person or business entity from whom the commissioner or employee, or a spouse, has, within the previous 12 months, solicited, received and not rejected, or accepted an offer of employment, or with whom the commissioner or employee, or a spouse, has engaged in negotiations pertaining to business opportunities. Any commissioner or employee shall disclose such a relationship or interest and refrain from participation in any discussion or official action in the affected matter. A commissioner who is required to refrain from participation or action under this Section shall not be counted as "absent" for purposes of making a quorum under Article III, Section 7 of the Authority's Bylaws, because of the commissioner's refrainment.

#### **Unfair Participation**

A commissioner or employee may not use his or her official position to unfairly advance or impede private interests, or to grant or secure, or attempt to grant or secure, for any person, including himself or herself, any form of special consideration, treatment, exemption, or advantage beyond that which is lawfully available to other persons. A commissioner or employee shall not acquire an interest in, or acquire an interest affected by, any contract, transaction, decision or other matter, if the commissioner or employee knows that the interest will be affected by the impending official action by the Authority. A commissioner or employee may not enter into any agreement or understanding with any person that official action by the commissioner or employee will be rewarded or reciprocated by the other person. A commissioner or employee shall not appoint or employ, or vote to appoint or employ, any relative within the third degree of consanguinity or second degree of affinity to any office or position within the Authority. No commissioner or employee shall supervise a relative in the third degree of consanguinity or second degree of affinity. If an employee, because of marriage,

# **Harris County Housing Authority**

## **Ethics Policy**

promotion, reorganization, or otherwise, is placed into the line of supervision of a proscribed relative, one of the employees must be reassigned or other arrangements made for supervision. Any commissioner or employee shall disclose such a relationship or interest and refrain from participation in any discussion or official action in the affected matter.

### **Gifts**

A commissioner or employee, and second degree relatives or outside business associates, shall not solicit, accept, or agree to accept any gift to benefit for himself or herself or an interested business entity that reasonably tends to influence or reward official conduct or that the commissioner or employee knows is being offered with the intent to influence or reward official conduct. A commissioner or employee shall not solicit any gift or benefit but may accept or agree to accept a non-cash gift of nominal value and meals in an individual expense of \$50 or less at any occurrence from any individual or business entity doing or seeking to do business with the Authority. However, except as provided in the sentence immediately below, such gifts may not in aggregate exceed \$250 during any 12- month period. Gifts of reasonable value related to a special occasion and the relationship between the donor and recipient, reasonable public awards, or rewards for meritorious service or professional achievement, scholarships and fellowships, admissions to events

in his or her official capacity or a spouse's position, and solicitations for civic or charitable causes are excluded from this rule.

### **Confidential Information**

A commissioner or employee shall not use his or her official position to obtain official information about any person or entity for any purpose other than in the performance of official duties. A commissioner or employee shall not intentionally, knowingly, or recklessly disclose any confidential information concerning the property, operations, policies, affairs, or tenants of the Authority excepted as permitted by the Texas Public Information Law or applicable federal law or regulation.

### **Representation of Private Interests**

A commissioner or employee shall not represent any person, group, or entity before the Authority's board of commissioners or before staff having policy-making or decision- making responsibility. A commissioner or employee shall not assert the prestige of the commissioner's or employee's position for the purpose of advancing private interests or state, or imply that he or she is able to influence Authority action on any basis other than the merits.

### **Outside Employment**

A commissioner or employee shall not solicit, accept, or engage in concurrent outside employment which could be reasonably expected to impair independence of judgment in or faithful performance of official duties. A commissioner or employee shall not provide services to an outside employer related to the commissioner or employee's official duties. A commissioner or employee shall disclose any outside employment to the Authority board of commissioners upon initial appointment and annually thereafter.

# **Harris County Housing Authority**

## **Ethics Policy**

### **Authority Property and Resources**

A commissioner or employee shall not use, request, or permit the use of Authority facilities, personnel, vehicles, equipment, tools, supplies, property, or resources for personal, private, or political activities or purposes.

### **Political Activity**

A commissioner or employee shall not induce or attempt to induce any commissioner or employee to participate in a partisan election campaign, contribute to a candidate or political action committee, or engage in any other political activity relating to a particular party, candidate, or issue, or to refrain from engaging in any lawful political activity. A commissioner or employee may encourage another to vote generally. A commissioner or employee shall not accept any compensation for services in any political activity related to any federal, state or local election for a candidate or issue.

### **Third-Party Actions**

A commissioner or employee shall not assist or induce, or attempt to assist or induce, any person to violate any provision in the Ethics Policy. A commissioner or employee shall not circumvent the Ethics Policy through the acts of another person.

### **Interest in Contracts**

A commissioner or employee shall not have a private or personal financial interest in any contract with the Authority or in the sale to the Authority of any land, materials, supplies, or service. A private or personal financial interest arises when a party to the contract or sale involves the commissioner or employee, or a parent, child or spouse, or a business entity in which the commissioner or employee, or a parent, child or spouse, owns 10% of the voting stock or shares, or of the fair market value of the business entity, or a business entity that is a subcontractor on an Authority contract, a partner, or a parent, or subsidiary business entity.

### **Disclosure, Determination, and Resolution of Conflicts and Violations**

A commissioner or employee shall disclose any known conflicts of interest, proscribed relationships, or apparent or potential violations of the laws, HUD's ACC, or Ethics Policy to the board of commissioners and executive director upon initial appointment or employment and annually upon the beginning of each fiscal year. The Authority's counsel shall prepare disclosure forms, and amendments as necessary or reasonable for approval of the board of commissioners. The board of commissioners shall submit all disclosure forms to Authority counsel for review. Authority counsel shall determine whether there is any actual or potential conflict or violation of the laws, HUD's ACC, or Ethics Policy, and recommend action by the board of commissioners or executive director to resolve any conflict or violation.

### **Interpretation**

Actions subject to the Ethics Policy shall be opined by the counsel to the Authority based on the known facts and issues and reported to the board of commissioners and executive

# Harris County Housing Authority

## Ethics Policy

director with recommended resolution of a conflict or violation of the law or general rules.

### **Annual Trainings**

Commissioners are required to attend annual program and Board of Commissioners training to review the requirements of this Ethics Policy and their other responsibilities as Commissioners for Harris County Housing Authority.

### **D. SOURCES OF LAW AND POLICY**

Certain Texas laws govern the ethics of commissioners and employees of housing authorities. The Ethics Policy will be amended automatically to incorporate any legislative amendments to these statutes that become law.

#### Texas Housing Authorities Law

The Texas Housing Authorities Law, Tex. Local Government Code, Chapter 392, includes two provisions regarding conflicts of interest affecting commissioners and employees:

#### **Sec. 392.042. Interested Commissioners.**

(a) In this section, "housing project" includes, in addition to the works or undertakings described by Subdivision (6) of Section 392.002:

- (1) a work or undertaking implemented for a reason described by Subdivision (6) of Section 392.002 that is financed in any way by public funds or tax-exempt revenue bonds; or
- (2) a building over which the housing authority has jurisdiction and of which a part is reserved for occupancy by persons who receive income or rental supplements from a governmental entity.

(b) Except as provided by Subsection (c), a commissioner of an authority may not have dealings with a housing project for pecuniary gain and may not own, acquire, or control a direct or indirect interest in a:

- (1) housing project;
- (2) property included or planned to be included in a housing project;
- (3) contract or proposed contract for the sale of land to be used for a housing project;
- (4) contract or proposed contract for the construction of a housing project; or
- (5) contract or proposed contract for the sale of materials or services to be furnished or used in connection with a housing project.

(c) A commissioner may:

- (1) manage a housing project;
- (2) own, acquire, or control a management company that renders management services to a housing project;
- (3) continue to own or control an interest in a housing project held by the commissioner before the commissioner's term of office began; or

## **Harris County Housing Authority Ethics Policy**

- (4) own, acquire, or control an interest in, or have dealings with, a housing project over which the commissioner's housing authority does not have jurisdiction.
- (d) If a commissioner manages, owns, acquires, or controls a direct or indirect interest in property included or planned to be included in a housing project or has any other dealings for pecuniary gain with a housing project, the commissioner shall immediately disclose the interest or dealings to the authority in writing. The disclosure shall be entered in the minutes of the authority. The failure to disclose the interest constitutes misconduct of office.
- (e) A commissioner who knowingly or intentionally violates Subsection (b) or (d) commits an offense. An offense under this subsection is a felony of the third degree.
- (f) A person finally convicted under Subsection (e) is ineligible for future employment with the state, a political subdivision of the state, or a public corporation formed under the authority of the state or a political subdivision of the state.

### **§ 392.043. Interested Employees**

(a) Except as provided by Subsection (b), (c), or (f), an employee of an authority may not have dealings with a housing project for pecuniary gain and may not own, acquire, or control a direct or indirect interest in a:

- (1) housing project;
  - (2) property included or planned to be included in a housing project;
  - (3) contract or proposed contract for the sale of land to be used for a housing project;
  - (4) contract or proposed contract for the construction of a housing project; or
  - (5) contract or proposed contract for the sale of materials or services to be furnished or used in connection with a housing project.
- (b) An employee may not have any dealings with a housing project for pecuniary gain except in the performance of duties as an employee of the housing authority.
- (c) Except as otherwise permitted by this chapter or another law, an employee of an authority may not be employed by or otherwise contract to provide services to another authority unless the first authority gives its written consent to the employment or contract. An employee of an authority who is employed by or who contracts to provide services to another authority under this subsection does not violate Subsection (a) or (b).
- (d) An employee who knowingly or intentionally violates Subsection (a) or (c) commits an offense. An offense under this subsection is a felony of the third degree.
- (e) A person finally convicted under Subsection (d) is ineligible for future employment with the state, a political subdivision of the state, or a public corporation formed under the authority of the state or a political subdivision of the state.
- (f) An employee of an authority may be a party to or otherwise participate in a contract or agreement for assistance under a housing program, including a contract or agreement for public housing, Section 8 housing assistance, low-interest home loans, lease-purchase assistance, or down payment assistance, to the same extent as a member of the public if the employee qualifies for assistance under the program.
- (g) In this section, "Section 8 housing assistance" means housing assistance provided under Section 8, United States Housing Act of 1937 (42 U.S.C. Section 1437f).

### **Local Public Official Conflict of Interest**



# **Harris County Housing Authority**

## **Ethics Policy**

The Texas Government Code, Chapter 171, establishes conflict of interest boundaries for local public officials. Those applicable to housing authority commissioners and officers are included below:

### **§ 171.001. Definitions**

In this chapter:

- (1) "Local public official" means a member of the governing body or another officer, whether elected, appointed, paid, or unpaid, of any district (including a school district), county, municipality, precinct, central appraisal district, transit authority or district, or other local governmental entity who exercises responsibilities beyond those that are advisory in nature.
- (2) "Business entity" means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, or any other entity recognized by law.

### **§ 171.002. Substantial Interest in Business Entity**

- (a) For purposes of this chapter, a person has a substantial interest in a business entity if:
  - (1) the person owns 10 percent or more of the voting stock or shares of the business entity or owns either 10 percent or more or \$15,000 or more of the fair market value of the business entity; or
  - (2) funds received by the person from the business entity exceed 10 percent of the person's gross income for the previous year.
- (b) A person has a substantial interest in real property if the interest is an equitable or legal ownership with a fair market value of \$2,500 or more.
- (c) A local public official is considered to have a substantial interest under this section if a person related to the official in the first degree by consanguinity or affinity, as determined under Chapter 573, Government Code, has a substantial interest under this section.

### **§ 171.003. Prohibited Acts; Penalty**

- (a) A local public official commits an offense if the official knowingly:
  - (1) violates Section 171.004;
  - (2) acts as surety for a business entity that has work, business, or a contract with the governmental entity; or
  - (3) acts as surety on any official bond required of an officer of the governmental entity.
- (b) An offense under this section is a Class A misdemeanor.

### **§ 171.004. Affidavit and Abstention From Voting Required**

- (a) If a local public official has a substantial interest in a business entity or in real property, the official shall file, before a vote or decision on any matter involving the business entity or the real property, an affidavit stating the nature and extent of the interest and shall abstain from further participation in the matter if:
  - (1) in the case of a substantial interest in a business entity the action on the matter will have a special economic effect on the business entity that is distinguishable from the effect on the public; or

## **Harris County Housing Authority Ethics Policy**

(2) in the case of a substantial interest in real property, it is reasonably foreseeable that an action on the matter will have a special economic effect on the value of the property, distinguishable from its effect on the public.

(b) The affidavit must be filed with the official record keeper of the governmental entity.

(c) If a local public official is required to file and does file an affidavit under Subsection (a), the official is not required to abstain from further participation in the matter requiring the affidavit if a majority of the members of the governmental entity of which the official is a member is composed of persons who are likewise required to file and who do file affidavits of similar interests on the same official action.

### **§ 171.005. Voting on Budget**

(a) The governing body of a governmental entity shall take a separate vote on any budget item specifically dedicated to a contract with a business entity in which a member of the governing body has a substantial interest.

(b) Except as provided by Section 171.004(c), the affected member may not participate in that separate vote. The member may vote on a final budget if:

- (1) the member has complied with this chapter; and
- (2) the matter in which the member is concerned has been resolved.

### **§ 171.006. Effect of Violation of Chapter**

The finding by a court of a violation under this chapter does not render an action of the governing body voidable unless the measure that was the subject of an action involving a conflict of interest would not have passed the governing body without the vote of the person who violated the chapter.

### **§ 171.007. Common Law Preempted; Cumulative of Municipal Provisions**

(a) This chapter preempts the common law of conflict of interests as applied to local public officials.

(b) This chapter is cumulative of municipal charter provisions and municipal ordinances defining and prohibiting conflicts of interests.

### **§ 171.009. Service on Board of Corporation for No Compensation**

It shall be lawful for a local public official to serve as a member of the board of directors of private, nonprofit corporations when such officials receive no compensation or other remuneration from the nonprofit corporation or other nonprofit entity.

### **Texas Nepotism Law**

The Texas Nepotism Law, Texas Government Code, Chapter 573, limits the relationships of a public official to employees and candidates for public positions:

### **§ 573.001. Definitions**

In this chapter:

- (1) "Candidate" has the meaning assigned by Section 251.001, Election Code.
- (2) "Position" includes an office, clerkship, employment, or duty.
- (3) "Public official" means:

# **Harris County Housing Authority**

## **Ethics Policy**

- (A) an officer of this state or of a district, county, municipality, precinct, school district, or other political subdivision of this state;
- (B) an officer or member of a board of this state or of a district, county, municipality, school district, or other political subdivision of this state; or
- (C) a judge of a court created by or under a statute of this state.

### **§ 573.002. Degrees of Relationship**

Except as provided by Section 573.043, this chapter applies to relationships within the third degree by consanguinity or within the second degree by affinity.

## **SUBCHAPTER B. RELATIONSHIPS BY CONSANGUINITY OR BY AFFINITY**

### **§ 573.021. Method of Computing Degree of Relationship**

The degree of a relationship is computed by the civil law method.

### **§ 573.022. Determination of Consanguinity**

- (a) Two individuals are related to each other by consanguinity if:
  - (1) one is a descendant of the other; or
  - (2) they share a common ancestor.
- (b) An adopted child is considered to be a child of the adoptive parent for this purpose.

### **§ 573.023. Computation of Degree of Consanguinity**

- (a) The degree of relationship by consanguinity between an individual and the individual's descendant is determined by the number of generations that separate them. A parent and child are related in the first degree, a grandparent and grandchild in the second degree, a great-grandparent and great-grandchild in the third degree and so on.
- (b) If an individual and the individual's relative are related by consanguinity, but neither is descended from the other, the degree of relationship is determined by adding:
  - (1) the number of generations between the individual and the nearest common ancestor of the individual and the individual's relative; and
  - (2) the number of generations between the relative and the nearest common ancestor.
- (c) An individual's relatives within the third degree by consanguinity are the individual's:
  - (1) parent or child (relatives in the first degree);
  - (2) brother, sister, grandparent, or grandchild (relatives in the second degree); and
  - (3) great-grandparent, great-grandchild, aunt who is a sister of a parent of the individual, uncle who is a brother of a parent of the individual, nephew who is a child of a brother or sister of the individual, or niece who is a child of a brother or sister of the individual (relatives in the third degree).

### **§ 573.024. Determination of Affinity**

- (a) Two individuals are related to each other by affinity if:
  - (1) they are married to each other; or
  - (2) the spouse of one of the individuals is related by consanguinity to the other individual.

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(b) The ending of a marriage by divorce or the death of a spouse ends relationships by affinity created by that marriage unless a child of that marriage is living, in which case the marriage is considered to continue as long as a child of that marriage lives.

(c) Subsection (b) applies to a member of the board of trustees of or an officer of a school district only until the youngest child of the marriage reaches the age of 21 years.

### **§ 573.025. Computation of Degree of Affinity**

(a) A husband and wife are related to each other in the first degree by affinity. For other relationships by affinity, the degree of relationship is the same as the degree of the underlying relationship by consanguinity. For example: if two individuals are related to each other in the second degree by consanguinity, the spouse of one of the individuals is related to the other individual in the second degree by affinity.

(b) An individual's relatives within the third degree by affinity are:

- (1) anyone related by consanguinity to the individual's spouse in one of the ways named in Section 573.023(c); and
- (2) the spouse of anyone related to the individual by consanguinity in one of the ways named in Section 573.023(c).

## **SUBCHAPTER C. NEPOTISM PROHIBITIONS**

### **§ 573.041. Prohibition Applicable to Public Official**

A public official may not appoint, confirm the appointment of, or vote for the appointment or confirmation of the appointment of an individual to a position that is to be directly or indirectly compensated from public funds or fees of office if:

- (1) the individual is related to the public official within a degree described by Section 573.002; or
- (2) the public official holds the appointment or confirmation authority as a member of a state or local board, the legislature, or a court and the individual is related to another member of that board, legislature, or court within a degree described by Section 573.002.

### **§ 573.062. Continuous Employment**

(a) A nepotism prohibition prescribed by Section 573.041 or by a municipal charter or ordinance does not apply to an appointment, confirmation of an appointment, or vote for an appointment or confirmation of an appointment of an individual to a position if:

- (1) the individual is employed in the position immediately before the election or appointment of the public official to whom the individual is related in a prohibited degree; and
- (2) that prior employment of the individual is continuous for at least:
  - (A) 30 days, if the public official is appointed;
  - (B) six months, if the public official is elected at an election other than the general election for state and county officers; or
  - (C) one year, if the public official is elected at the general election for state and county officers.

(b) If, under Subsection (a), an individual continues in a position, the public official to whom the individual is related in a prohibited degree may not participate in any

## **Harris County Housing Authority Ethics Policy**

deliberation or voting on the appointment, reappointment, confirmation of the appointment or reappointment, employment, reemployment, change in status, compensation, or dismissal of the individual if that action applies only to the individual and is not taken regarding a bona fide class or category of employees.

### **SUBCHAPTER E. ENFORCEMENT**

#### **§ 573.081. Removal In General**

(a) An individual who violates Subchapter C or Section 573.062(b) shall be removed from the individual's position. The removal must be made in accordance with the removal provisions in the constitution of this state, if applicable. If a provision of the constitution does not govern the removal, the removal must be by a quo warranto proceeding.

(b) A removal from a position shall be made immediately and summarily by the original appointing authority if a criminal conviction against the appointee for a violation of Subchapter C or Section 573.062(b) becomes final. If the removal is not made within 30 days after the date the conviction becomes final, the individual holding the position may be removed under Subsection (a).

#### **§ 573.082. Removal by Quo Warranto Proceeding**

(a) A quo warranto proceeding under this chapter must be brought by the attorney general in a district court in Travis County or in a district court of the county in which the defendant resides.

(b) The district or county attorney of the county in which a suit is filed under this section shall assist the attorney general at the attorney general's discretion.

#### **§ 573.083. Withholding Payment of Compensation**

A public official may not approve an account or draw or authorize the drawing of a warrant or order to pay the compensation of an ineligible individual if the official knows the individual is ineligible.

#### **§ 573.084. Criminal Penalty**

(a) An individual commits an offense involving official misconduct if the individual violates Subchapter C or Section 573.062(b) or 573.083.

(b) An offense under this section is a misdemeanor punishable by a fine not less than \$100 or more than \$1,000.

### **HUD Annual Contributions Contract**

The Annual Contributions Contract (Form HUD-53012A) (ACC) between HUD and the Housing Authority prohibits certain interests involving commissioners and employees:

#### ***Section 19 – Conflict of Interest***

## **Harris County Housing Authority Ethics Policy**

(A)(1) In addition to any other applicable conflict of interest requirements, neither the Authority nor any of its contractors or their contractors may enter into any contract, subcontract, or arrangement in connection with a project under this ACC in which any of the following classes of people has an interest, direct or indirect, during his or her tenure or for one year thereafter:

- (i) Any present or former member or officer of the governing body of the HA, or any member of the officer's immediate family. There shall be excepted from this prohibition any present or former tenant commissioner who does not serve on the governing body of a resident corporation, and who otherwise does not occupy a policymaking position with the resident corporation, the Authority or a business entity.
- (ii) Any employee of the Authority who formulates policy or who influences decisions with respect to the project(s), or any member of the employee's immediate family, or the employee's partner.
- (iii) Any public official, member of the local governing body, or State or local legislator, or any member of such individual's immediate family, who exercises functions or responsibilities with respect to the project(s) or the HA.

(2) Any member of these classes of persons must disclose the member's interest or prospective interest to the Authority and HUD.

(3) The requirements of this subsection (A)(1) may be waived by HUD for good cause, if permitted under State and local law. No person for whom a waiver is requested may exercise responsibilities or functions with respect to the contract to which the waiver pertains.

(4) The provisions of this subsection (A) shall not apply to the General Depository Agreement entered into with an institution regulated by a Federal agency, or to utility service for which rates are fixed or controlled by a State or local agency.

(5) Nothing in this section shall prohibit a tenant of the Authority from serving on the governing body of the HA.

(B)(1) The Authority may not hire an employee in connection with a project under this ACC if the prospective employee is an immediate family member of any person belonging to one of the following classes:

- (i) Any present or former member or officer of the governing body of the HA. There shall be excepted from this prohibition any former tenant commissioner who does not serve on the governing body of a resident corporation, and who otherwise does not occupy a policymaking position with the HA.
- (ii) Any employee of the Authority who formulates policy or who influences decisions with respect to the project(s).
- (iii) Any public official, member of the local governing body, or State or local legislator, who exercises functions or responsibilities with respect to the project(s) or the HA.

(2) The prohibition referred to in subsection (B)(1) shall remain in effect throughout the class member's tenure and for one year thereafter.

(3) The class member shall disclose to the Authority and HUD the member's familial relationship to the prospective employee.

## **Harris County Housing Authority Ethics Policy**

(4) The requirements of this subsection (B)(1) may be waived by the Authority Board of Commissioners for good cause, provided such waiver is permitted by State and local law.

(C) [applies only to an Indian Housing Authority]

(D) For purposes of this section, the term “immediate family member” means the spouse, mother, father, brother, sister, or child of a covered class member (whether related as a full blood relative, or as a “half” or “step” relative, e.g., a half-brother of stepchild).

**ATTACHMENT M**

**ARCHITECT & ENGINEERING QUALIFICATION FORMS**



# Architect-Engineer and Related Services Questionnaire

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition and Regulatory Policy, GSA, Washington, D.C. 20405; and to the Office of Management and Budget, Paperwork Reduction Project (9000-0004), Washington, D.C. 20503.

**Purpose:**

The policy of the Federal Government in acquiring architectural, engineering, and related professional services is to encourage firms lawfully engaged in the practice of those professions to submit annually a statement of qualifications and performance data. Standard Form 254, "Architect-Engineer and Related Services Questionnaire," is provided for that purpose. Interested A-E firms (including new, small, and/or minority firms) should complete and file SF 254's with each Federal agency and with appropriate regional or district offices for which the A-E is Qualified to perform services. The agency head for each proposed project shall evaluate these qualification resumes, together with any other performance data on file or requested by the agency, in relation to the proposed project. The SF 254 may be used as a basis for selecting firms for discussions, or for screening firms preliminary to inviting submission of additional information.

**Definitions:**

**"Architect-Engineer Services"** are defined in Part 36 of the Federal Acquisition Regulation.

**"Parent Company"** is that firm, company, corporation, association or conglomerate which is the major stockholder or highest tier owner of the firm completing this questionnaire, i.e., Firm A is owned by Firm B which is, in turn, a subsidiary of Corporation C. The "parent company" of Firm A is Corporation C.

**"Principals"** are those individuals in a firm who possess legal responsibility for its management. They may be owners, partners, corporate offices, associates, administrators, etc.

**"Discipline"** as used in this questionnaire, refers to the primary technological capability of individuals in the responding firm. Possession of an academic degree, professional registration, certification, or extensive experience in a particular field of practice normally reflects an individual's primary technical discipline.

**"Joint Venture"** is a collaborative undertaking by two or more firms or individuals for which the participants are both jointly and individually responsible.

**"Consultant,"** as used in this questionnaire, is a highly specialized individual or firm having significant input and responsibility for certain aspects of a project and possessing unusual or unique capabilities for assuring success of the finished work.

**"Prime"** refers to that firm which may be coordinating the concerted and complementary inputs of several firms, individuals or related services to produce a completed study or facility. The "prime" would normally be regarded as having full responsibility and liability for quality of performance by itself as well as by subcontractor professionals under its jurisdiction.

**"Branch Office"** is a satellite, or subsidiary extension, of a headquarters office of a company, regardless of any differences in name or legal structure of such a branch due to local or state laws. "Branch offices" are normally subject to the management decisions, bookkeeping, and policies of the main office.

**Instructions of Filing** (Numbers below correspond to numbers contained in form):

1. Type accurate and complete name of submitting firm, its address, and zip code.
  - 1a. Indicate whether form is being submitted in behalf of a parent firm or a branch office. (Branch office submissions should list only personnel in, and experience of, that office.)
2. Provide date the firm was established under the name shown in question 1.
3. Show date on which form is prepared. All information submitted shall be current and accurate as of this date.
4. Enter type of ownership, or legal structure, of firm (sole proprietor, partnership, corporation, joint venture, etc.).
 

Check appropriate boxes indicating if firm is (a) a small business concern; (b) a small business concern owned and operated by socially and economically disadvantaged individuals; and (c) Woman-owned (See 48 CFR 19.101 and 52.219-9).
5. Branches of subsidiaries of large or parent companies, or conglomerates, should insert name and address of highest-tier owner.
  - 5a. If present firm is the successor to, or outgrowth of, one or more predecessor firms, show name(s) of former entity(ies) and the year(s) of their original establishment.
6. List not more than two principals from submitting firm who may be contacted by the agency receiving this form. (Different principals may be listed on forms going to another agency.) Listed principals must be empowered to speak for the firm on policy and contractual matters.
7. Beginning with the submitting office, list name, location, total number of personnel, and telephone numbers for all associated or branch offices, (including any headquarters or foreign offices) which provide A-E and related services.
  - 7a. Show total personnel in all offices. (Should be sum of all personnel, all branches.)
8. Show total number of employees, by discipline, in submitting office. (\*If form is being submitted by main or headquarters office, form should list total employees, by discipline, in all offices.) While some personnel may be qualified in several disciplines, each person should be counted only once in accord with his or her primary function. Include clerical personnel as "administrative." Write in any additional disciplines -- sociologists, biologists, etc. -- and number of people in each, in blank spaces.

STANDARD  
FORM (SF)  
**254**

**Architect-Engineer  
and Related Services  
Questionnaire**

9. Using chart (below) insert appropriate index number to indicate range of professional services fees received by submitting firm each calendar year for last five years, most recent year first. Fee summaries should be broken down to reflect the fees received each year for (a) work performed directly for the Federal Government (not including grant and loan projects) or as a sub to other professionals performing work directly for the Federal Government; (b) all other domestic work, U.S. and possessions, including Federally-assisted projects, and (c) all other foreign work.

**Ranges of Professional Services Fees**

INDEX	INDEX
1. Less than \$100,000	5. \$1 million to \$2 million
2. \$100,000 to \$250,000	6. \$2 million to \$5 million
3. \$250,000 to \$500,000	7. \$5 million to \$10 million
4. \$500,000 to \$1 million	8. \$10 million or greater

10. Select and enter, in numerical sequence, **not more than thirty** (30) "Experience Profile Code" numbers from the listing (next page) which most accurately reflect submitting firm's demonstrated technical capabilities and project experience. **Carefully review list.** (It is recognized some profile codes may be part of other services or projects contained on list; firms are encouraged to select profile codes which best indicate type and scope of services provided on past projects.) For each code number, show total number of projects and gross fees (in thousands) received for profile projects performed by firm during past few years. If firm has on or more capabilities not included on list, insert same in blank spaces at end of list and show numbers in question 10 on the form. In such cases, the filled-in listing **must** accompany the complete SF 254 when submitted to the Federal agencies.

11. Using the "Experience Profile Code" numbers in the same sequence as entered in item 10, give details of at least one recent (within last five years) representative project for each code number, up to a **maximum** of thirty (30) separate projects, or portions of projects, for which firm was responsible. (Project examples may be used more than once to illustrate different services rendered on the same job. Example: a dining hall may be part of an auditorium or educational facility.) Firms which select less than thirty "profile codes" may list two or more project examples (to illustrate specialization) for each code number so long as total of all project examples does not exceed thirty (30). After each code number in question 11, show: (a) whether firm was "P," the prime professional, or "C," a consultant, or "JV," part of a joint venture on that particular project (new firms, in existence less than five (5) years may use the symbol "IE" to indicate "Individual Experience" as opposed to firm experience); (b) provide name and location of the specific project which typifies firm's (or individual's) performance under that code category; (c) give name and address of the owner

of that project (if government agency indicate responsible office); (d) show the estimated construction cost (or other applicable cost) for that portion of the project for which the firm was primarily responsible. (Where no construction was involved, show approximate cost of firm's work); and (e) state year work on that particular project was, or will be, completed.

12. The completed SF 254 should be signed by a principal of the firm, preferably the chief executive officer.

13. Additional data, brochures, photos, etc. should not accompany this form unless specifically requested.

**NEW FIRMS** (not reorganized or recently-amalgamated firms) are eligible and encouraged to seek work from the Federal Government in connection with performance of projects for which they are qualified. Such firms are encouraged to complete and submit Standard Form 254 to appropriate agencies. Questions on the form dealing with personnel or experience may be answered by citing experience and capabilities of individuals in the firm, based on performance and responsibility while in the employee of others. In so doing, notation of this fact should be made on the form. In question 9, write in "N/A" to indicate "not applicable" for those years prior to firm's organization.

Experience Profile Code Numbers  
for use with questions 10 and 11

001 Acoustics; Noise Abatement  
002 Aerial photogrammetry  
003 Agricultural Development; Grain Storage:  
Farm Mechanization  
004 Air Pollution Control  
05 Airports; Navajds; Airport Lighting:  
Aircraft Fueling  
06 Airports; Terminals & Hangars; Freight  
Handling  
07 Arctic Facilities  
08 Auditoriums & Theatres  
09 Automation; Controls; Instrumentation  
010 Barracks; Dormitories  
11 Bridges  
12 Cemeteries (*Planning & Relocation*)  
013 Chemical Processing & Storage  
014 Churches; Chapels  
15 Codes; Standards; Ordinances  
16 Cold Storage; Refrigeration; Fast Freeze  
017 Commercial Building (*low rise*):  
Shopping Centers  
18 Communication Systems; TV:  
Microwave  
19 Computer Facilities; Computer Service  
020 Conservation and Resource  
Management  
21 Construction Management  
22 Corrosion Control; Cathodic Protection;  
Electrolysis  
23 Cost Estimating  
24 Dams (*Concrete:Arch*)  
25 Dams (*Earth; Rock*); Dikes; Levees  
026 Desalinization (*Process & Facilities*)  
027 Dining Halls; Clubs; Restaurants  
028 Ecological & Archeological  
Investigations  
029 Educational Facilities; Classrooms  
030 Electronics  
031 Elevators; Escalators; People-Movers  
032 Energy Conservation; New Energy  
Sources  
33 Environmental Impact Studies,  
Assessments or Statements  
34 Fallout Shelters; Blast-Resistant Design  
035 Field Houses; Gyms; Stadiums  
36 Fire Protection  
37 Fisheries; Fish Ladders  
038 Forestry & Forest Products  
39 Garages; Vehicle Maintenance Facilities  
Parking Decks  
40 Gas Systems (*Propane; Natural, Etc.*)

041 Graphic Design  
042 Harbors; Jetties; Piers, Ship Terminal Facilities  
043 Heating; Ventilating; Air Conditioning  
044 Health Systems Planning  
045 Highrise; Air-Rights-Type Buildings  
046 Highways; Streets; Airfield Paving  
Parking Lots  
047 Historical Preservation  
048 Hospital & Medical Facilities  
049 Hotels; Models  
050 Housing (*Residential, Multi-Family;  
Apartments; Condominiums*)  
051 Hydraulics & Pneumatics  
052 Industrial Buildings; Manufacturing Plants  
053 Industrial Processes; Quality Control  
054 Industrial Waste Treatment  
055 Interior Design; Space Planning  
056 Irrigation; Drainage  
057 Judicial and Courtroom facilities  
058 Laboratories; Medical Research  
Facilities  
059 Landscape Architecture  
060 Libraries; Museums; Galleries  
061 Lighting (*Interiors; Display: Theatre, Etc.*)  
062 Lighting (*Exteriors; Streets; Memorials;  
Athletic Fields, Etc.*)  
063 Materials handling Systems; Conveyors;  
Sorters  
064 Metallurgy  
065 Microclimatology; Tropical Engineering  
066 Military Design Standards  
067 Mining & Mineralogy  
068 Missile Facilities (*Silos; Fuels; Transport*)  
069 Modular Systems Design; Pre-Fabricated  
Structures or Components  
070 Naval Architecture; Off-Shore Platforms  
071 Nuclear Facilities; Nuclear Shielding  
072 Office Building; Industrial Parks  
073 Oceanographic Engineering  
074 Ordnance; Munitions; Special Weapons  
075 Petroleum Exploration; Refining  
076 Petroleum and Fuel (*Storage and  
Distribution*)  
077 Pipelines (*Cross-Country - Liquid & Gas*)  
078 Planning (*Community, Regional  
Areawide and State*)  
079 Planning (*Site, Installation, and Project*)  
080 Plumbing & Piping Design  
081 Pneumatic Structures, Air-Support Buildings  
082 Postal Facilities  
083 Power Generation, Transmission.  
Distribution  
084 Prisons & Correctional Facilities

085 Product, Machine & Equipment Design  
086 Radar; Sonar; Radio & Radar  
Telescopes  
087 Railroad; Rapid Transit  
088 Recreation Facilities (*Parks, Marinas,  
Etc.*)  
089 Rehabilitation (*Buildings; Structures;  
Facilities*)  
090 Resource Recover; Recycling  
091 Radio Frequency Systems &Shieldings  
092 Rivers; Canals; Waterways; Flood Control  
093 Safety Engineering; Accident Studies;  
OSHA Studies  
094 Security Systems; Intruder & Smoke  
Detection  
095 Seismic Designs & Studies  
096 Sewage Collection, Treatment and  
Disposal  
097 Soils & Geologic Studies; Foundations  
098 Solar Energy Utilization  
099 Solid Wastes; Incineration; Land Fill  
100 Special Environments; Clean Rooms,  
Etc.  
101 Structural Design; Special Structures  
102 Surveying;; Platting; Mapping; Flood Plain  
Studies  
103 Swimming Pools  
104 Storm Water Handling & Facilities  
105 Telephone Systems (*Rural; Mobile:  
Intercom, Etc.*)  
106 Testing Inspection Services  
107 Traffic & Transportation Engineering  
108 Towers (*Self-Supporting & Guyed  
Systems*)  
109 Tunnels & Subways  
110 Urban Renewals; Community  
Development  
111 Utilities (*Gas & Steam*)  
112 Value Analysis; Life-Cycle Costing  
113 Warehouses & Depots  
114 Water Resources; Hydrology; Ground  
Water  
115 Water Supply; Treatment and Distribution  
116 Wind Tunnels; Research/Testing  
Facilities Design  
117 Zoning; Land Use Studies  
201 \_\_\_\_\_  
202 \_\_\_\_\_  
203 \_\_\_\_\_  
204 \_\_\_\_\_  
205 \_\_\_\_\_

<b>STANDARD FORM (SF)</b>  <b>254</b>  Architect-Engineer and Related Services Questionnaire	1. Firm Name/Business Address:					2. Year Present Firm Established	3. Date Prepared:																																
	1a. Submittal is for <input type="checkbox"/> Parent Company <input type="checkbox"/> Branch or Subsidiary Office					4. Specify type of ownership and check below, if applicable.																																	
						<input type="checkbox"/> A. Small Business																																	
						<input type="checkbox"/> B. Small Disadvantaged Business																																	
<input type="checkbox"/> C. Woman-owned Business																																							
5. Name of Parent Company, if any:				5a. Former Parent Company Name(s), if any, and Year(s) Established:																																			
6. Names of not more than Two Principals to Contact: Title/Telephone 1) 2)																																							
7. Present Offices: City / State / Telephone / No. Personnel Each Office						7a. Total Personnel _____																																	
8. Personnel by Discipline: (List each person only once, by primary function.) <table style="width: 100%; border: none;"> <tr> <td>_____ Administrative</td> <td>_____ Electrical Engineers</td> <td>_____ Oceanographers</td> <td>_____</td> </tr> <tr> <td>_____ Architects</td> <td>_____ Estimators</td> <td>_____ Planners: Urban/Regional</td> <td>_____</td> </tr> <tr> <td>_____ Chemical Engineers</td> <td>_____ Geologist</td> <td>_____ Sanitary Engineers</td> <td>_____</td> </tr> <tr> <td>_____ Civil Engineers</td> <td>_____ Hydrologists</td> <td>_____ Soils Engineers</td> <td>_____</td> </tr> <tr> <td>_____ Construction Inspectors</td> <td>_____ Interior Designers</td> <td>_____ Specification Writers</td> <td>_____</td> </tr> <tr> <td>_____ Draftsmen</td> <td>_____ Landscape Architects</td> <td>_____ Structural Engineers</td> <td>_____</td> </tr> <tr> <td>_____ Ecologists</td> <td>_____ Mechanical Engineers</td> <td>_____ Surveyors</td> <td>_____</td> </tr> <tr> <td>_____ Economists</td> <td>_____ Mining Engineers</td> <td>_____ Transportation Engineers</td> <td>_____</td> </tr> </table>								_____ Administrative	_____ Electrical Engineers	_____ Oceanographers	_____	_____ Architects	_____ Estimators	_____ Planners: Urban/Regional	_____	_____ Chemical Engineers	_____ Geologist	_____ Sanitary Engineers	_____	_____ Civil Engineers	_____ Hydrologists	_____ Soils Engineers	_____	_____ Construction Inspectors	_____ Interior Designers	_____ Specification Writers	_____	_____ Draftsmen	_____ Landscape Architects	_____ Structural Engineers	_____	_____ Ecologists	_____ Mechanical Engineers	_____ Surveyors	_____	_____ Economists	_____ Mining Engineers	_____ Transportation Engineers	_____
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_____ Economists	_____ Mining Engineers	_____ Transportation Engineers	_____																																				
9. Summary of Professional Services Fees Received: (Insert index number) <table style="width: 100%; border: none; margin-top: 10px;"> <tr> <th></th> <th colspan="5" style="text-align: center;">Last 5 Years (most recent year first)</th> </tr> <tr> <th></th> <th style="text-align: center;">19</th> <th style="text-align: center;">19</th> <th style="text-align: center;">19</th> <th style="text-align: center;">19</th> <th style="text-align: center;">19</th> </tr> <tr> <td>Direct Federal contract work, including overseas</td> <td>_____</td> <td>_____</td> <td>_____</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>All other domestic work</td> <td>_____</td> <td>_____</td> <td>_____</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>All other foreign work*</td> <td>_____</td> <td>_____</td> <td>_____</td> <td>_____</td> <td>_____</td> </tr> </table>						Last 5 Years (most recent year first)						19	19	19	19	19	Direct Federal contract work, including overseas	_____	_____	_____	_____	_____	All other domestic work	_____	_____	_____	_____	_____	All other foreign work*	_____	_____	_____	_____	_____	Ranges of Professional Services Fees INDEX 1. Less than \$100,000 2. \$100,000 to \$250,000 3. \$250,000 to 500,000 4. \$500,000 to \$1 million 5. \$1 million to \$2 million 6. \$2 million to \$5 million 7. \$5 million to \$10 million 8. \$10 million or greater				
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All other domestic work	_____	_____	_____	_____	_____																																		
All other foreign work*	_____	_____	_____	_____	_____																																		
*Firms interested in foreign work, but without such experience, check here: <input type="checkbox"/>																																							

Profile of Firm's Project Experience, Last 5 Years								
Profile	Number of	Total Gross Fees (in thousands)	Profile Code	Number of Projects	Total Gross Fees (in thousands)	Profile Code	Number of Projects	Total Gross Fees (in thousands)
1)			11)			21)		
2)			12)			22)		
3)			13)			23)		
4)			14)			24)		
5)			15)			25)		
6)			16)			26)		
7)			17)			27)		
8)			18)			28)		
9)			19)			29)		
10)			20)			30)		

11. Project examples, Last 5 Years					
Profile Code	"P," "C," "JV," or "IE"	Project Name and Location	Owner Name and Address	Cost of Work (in thousands)	Completion Date (Actual
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		30			

12. The foregoing is a statement of facts  <div style="border-bottom: 1px solid black; width: 250px; margin-left: 0;"></div> Typed Name and Title: <div style="border-bottom: 1px solid black; width: 250px; margin-left: 10px;"></div>	Date: <div style="border-bottom: 1px solid black; width: 150px; margin-left: 10px;"></div>
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