

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

REQUEST FOR PROPOSALS (RFP) 16-09

Third Party Structural Inspection Services

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

CONTACT PERSON: Samson Babalola, Harris County Housing Authority
samson.babalola@hchatexas.org

SUBMISSION DEADLINE: Friday, September 9, 2016 @ 12PM

SUBMISSION ADDRESS: Samson Babalola
Harris County Housing Authority
8933 Interchange. Dr, Houston, Texas, 77054

Harris County Housing Authority (“HCHA”) hereby solicits qualifications from interested qualified professional firms to provide **Third Party Structural Inspections** associated with the construction of the Retreat at Westlock – an affordable housing development being developed by Harris County Housing Authority and ITEX Group, LLC. **RFP 16-09** will be posted on **August 24, 2016** and can be downloaded from HCHA's website www.hchatexas.org.

To access the structural drawings for the project go to the following link:

<https://www.dropbox.com/s/dffaofwjibmhv44/Retreat%20at%20Westlock%20-%20Structural%20Drawings.pdf?dl=0>

Prospective offerors desiring any explanations or interpretations of this solicitation must make a request in writing no later than **August 31, 2016**. The request must be emailed to Samson Babalola at samson.babalola@hchatexas.org. All amendment(s) to this solicitation, if issued, will be posted on HCHA's website www.hchatexas.org. Responses to this RFP must be received no later than **September 09, 2016, 12:00 P.M. (CST)**.

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

**Third Party Structural Inspections for the Retreat at Westlock.
RFP 16-09 due date and time: September 09, 2016, 12:00 P.M. (CST)**

Name of Offeror

RFP submissions must be addressed to:

Samson Babalola, c/o Harris County Housing Authority, 8933 Interchange Drive, Houston, Texas 77054

RFP submissions may also be emailed as a PDF attachment to samson.babalola@hchatexas.org.

HCHA reserves the right to reject any and all proposals.

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PART I — GENERAL INFORMATION

1.1 HCHA's Activities

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

1.2 Introductions

In compliance with 24 CFR 85.36, Harris County Housing Authority (HCHA) hereby request proposals from qualified professional consulting firms to provide Third Party Structural Inspections.

1.3 Method of Solicitation

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

1.4 Obtain Copies of this Solicitation

RFP #16-09 will be posted on and can be downloaded from HCHA's website www.hchatexas.org, beginning **August 24, 2016**.

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

PART II — SUPPLEMENTAL INSTRUCTIONS TO RESPONDENTS

2.1 Submission of Proposals

An original and four (4) copies (a total of five) of the complete submission package must be received by the HCHA, Attn: Samson Babalola, Director of Real Estate by 4:00 P.M. on September 09, 2016. The original and all copies of the submission package must be submitted in a sealed envelope and addressed to Samson Babalola, Director of Real Estate, Harris County Housing Authority, 8933 Interchange, Houston, Texas 77054. On the outside of the envelope should be the Respondent's name and address, phone number, the due date of September 09, 2016 and the RFP title **Third Party Structural Inspections for the Retreat at Westlock. RFP #16-09**. The submission package must be signed by an officer of the Respondent who is legally authorized to enter into a contractual relationship in the name of the Respondent. In the absence of a corporate seal, the submission package must be notarized by a Notary Public. RFP submissions may also be emailed as a PDF attachment to samson.babalola@hchatexas.org. HCHA will render its decision on or about August 17, 2016.

2.2 Withdrawal of Proposal

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

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

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

2.3 Conflict of Interest

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

1. Award of the contract may result in an unfair competitive advantage.
2. The Respondent's objectivity in performing the contract work may be impaired. In the event the Respondent has an organizational conflict of interest as defined herein, the Respondent shall disclose such conflict of interest fully in the proposal submission.
3. The Respondent agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the Director of Real Estate which shall include a description of the action which the Respondent has taken or intends to take to eliminate or neutralize the conflict. HCHA may, however, terminate the contract if it is in its best interest.

4. In the event the Respondent was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Director of Real Estate, HCHA may terminate the contract for default.
5. The provisions of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the Respondent. The Respondent shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.
6. No member of or delegate to the U.S. Congress or Commissioner shall be allowed to any share or part of this contract or to any benefit to arise. This provision shall be construed to extend to this contract if made with a corporation for its general benefit.
7. No member, officer, or employee of HCHA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HCHA was activate, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.
8. HCHA reserves total discretion to determine the proper treatment of any conflict of interest disclosed under this provision.

2.4 Incurred Costs in Preparing Proposals

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

2.5 Contract Award

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

2.6 Reserved.

2.7 Addendum and Update Procedures for the RFP

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

2.8 Insurance

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

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

2.9 Acceptance of Proposal

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

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

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

2.10 Time for Reviewing Proposals

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

2.11 Project Participation Clearance

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

2.12 Certification of Legal Entity

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

2.13 Best available Data

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

2.14 Contacts with HCHA Staff, Board Members, and Residents

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

2.15 Licenses

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

2.16 Respondent Responsibilities

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

2.17 No Claim Against HCHA

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

Part III — SUBMISSION REQUIREMENTS

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

3.1 Company Information

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

3.2 Staffing and Qualifications

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

3.3 Relevant Experience and Past Performance

- a) Identify similar or related work performed for public housing authorities or other agencies that have been completed to date, or is currently active. Include projects completed or currently underway by the responding entity and/or each major participant in the proposal.

- b) For each project identified provide:

- i. Project name and address
 - ii. Contact person, title, phone number, email, fax and address
 - iii. Detailed description of scope of work
 - iv. The client for whom the Respondent's services were performed
 - v. The size of the project
 - vi. The services performed by the Respondent on the project.
 - vii. The duration of the project including start and completion dates, or projected completion date if still active.
 - ix. A reference contact for the project with name, address, email and phone number.
- c) Demonstrate ability to perform the services that are well regarded in the industry in terms of content, timeliness, and responsiveness.
 - d) A sample report for one of the projects listed within the response
 - e) If the Respondent is a joint venture, or another entity formed solely for responding to this RFP, provide evidence of prior successful collaborations.

3.4 References

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

3.5 Respondent's Approach and Response to Scope of Service

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

3.6 Proposal Cost

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

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3.7 Required Certifications/Forms

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

- Form HUD SF-LLL Disclosure of Lobbying Activities
- Form HUD 50070 Certification for a Drug-Free Workplace
- Form HUD 50071 Certification of Payments to Influence Federal Transactions

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

EXHIBIT A: Conflict of Interest Questionnaire

EXHIBIT B: M/WBE Participation

EXHIBIT C: Affirmative Action for Handicapped Workers

EXHIBIT D: Instructions to Offerors

EXHIBIT E: Certifications and Representations of Offerors

EXHIBIT F: Form of Non-Collusive Affidavit

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

3.8 Order of Submission

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

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

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PART IV - SCOPE OF SERVICES

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

The Retreat at Westlock is a (new construction) 140 unit multifamily (senior) development consisting of 1 & 2 bedroom dwellings on approximately 9.36 acres. The 140 units are located within four interconnected buildings. The project is located at 24055 State Highway 249, Tomball, Texas 77573. The construction cost is budgeted at 13 million dollars. The architect/designer of record is JRM Architects, Inc. This is a new construction project that is well underway. The foundation has been completed and the framing for the project is estimated to be 70% complete. It is the expectation of HCHA that inspections will verify the structural integrity of the building based on the structural design for the project. The selected firm must be ready to begin work immediately.

To access the structural drawings for the project go to the following link:

<https://www.dropbox.com/s/dffaofwjjbmhv44/Retreat%20at%20Westlock%20-%20Structural%20Drawings.pdf?dl=0>

Harris County Housing Authority is requesting structural inspections that consist of but are not limited to the following:

- Foundation Inspections: To ensure the structural integrity of the foundation
- Wind Storm Inspections: To verify the use of wind straps.
- Frame Inspections: To ensure the structural integrity of the frame.
- Structural Framing: joists, trusses, rafters, beams, supports, headers, roof decking, poly-seal, sheathing, nail pattern, decks, ext. walls, common area floors, windows, etc.
- Final Inspections: To ensure full compliance with the building code.

HCHA expects inspections to verify that the structural framing is built according to the approved designs and plans. (attachments included)

Reports should include but are not limited to the following:

- Documentation of discrepancies identified during inspection signed and dated by a certified inspector
- Recommendations of corrections must be issued by a licensed professional structural/civil engineer registered in the State of Texas

Contract Terms: The term of the contract is tied to the duration of construction which is expected to be 26 weeks.

PART V - PROCUREMENT PROCESS

5.1 Proposal Evaluation/Contract Award

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

- a) The evaluation process will be used to determine the firm that will be awarded the contract.
 - i. During the evaluation process, technical proposals will be evaluated and scored by an Evaluation Committee appointed by the Director of Real Estate.
 - ii. Each member of the selection committee will score each proposal.

- iii. Scoring will be based on predetermined Evaluation Criteria. The available points associated with each area of consideration are shown below in Item 5.2.
- iv. The results of the evaluation of both technical and cost proposals will be used to determine those proposals to be considered in the competitive range.
- v. Proposals will be considered acceptable if they have a minimum score of 85 points or above.
- vi. Cost proposals will be considered acceptable if the proposed cost is clearly not excessive compared to the proposed costs of other Respondents with acceptable technical proposals.
- vii. Respondents with acceptable technical and cost proposals may be requested to supply additional information to assist in completing the due diligence review. Failure to satisfactorily complete the due diligence review within the timeframe established by HCHA will result in disqualification of Respondents proposal.

b) Scoring will be based upon how well the proposal meets the criteria established in the RFP.

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

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

5.2 Evaluation Criteria

- a) **Organizational Capacity: 30 Points**
 - i. Respondent's organizational capacity will be evaluated through an assessment of the Respondent's staff, specialists', and consultants' experience and qualifications. In addition, the Respondent's ability to perform the work in a timely manner will be evaluated through a review of previous performance on similar projects, as well as current and projected capacity and workload.
 - ii. Maximum consideration will be given to those Respondents having staff with the greatest amount of experience in performing work as required herein, and who can demonstrate sufficient capacity to perform the work timely given current and projected workload.
- b) **Relevant Experience and Past Performance: 25 Points**
 - i. Relevant experience and past performance will be evaluated through an assessment of previous, similarly related projects completed to date.

- ii. Maximum consideration will be given to those Respondents, who demonstrate through their submittal, a documented track record of successfully completing projects of the same type required by this RFP.
- iii. Maximum consideration will also be given to those Respondents who exhibit a successful track record of performing similar services for public housing authorities.
- c) **Respondent's Approach and Response to Scope of Service: 25 Points**
 - i. The Respondent's approach and response to the Scope of Service will be evaluated through an assessment of the proposed approach for each element of work identified in the Scope of Service.
 - ii. Maximum consideration will be given to those Respondents, who demonstrate through their submittal, a clear and prudent plan for performing the required work within the established timeframe.
- d) **Proposal Cost: 20 Points**
 - i. Provide hourly rate breakdown of all key staff that would be assigned to the project. Include any subcontracting arrangements and identify any reimbursable expenses.
 - ii. Maximum consideration will be given to those Respondents, who demonstrate through their submittals, the ability to perform the required work at minimum cost to HCHA.

Additional Points:

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

Section 3 participation 5 points

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

5.3 Summary of Evaluation Criteria

Evaluation Criteria Points

Technical:

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

ADDITIONAL POINTS:

Section 3 Participation Plan	<u>5 Points</u>
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Total	5 Points
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Total Possible Points	105 Points
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ATTACH A COST BREAKDOWN SHOWING EXPENDITURES

EXHIBIT A
CONFLICT OF INTEREST QUESTIONAIRE

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.

EXHIBIT B
M/WBE PARTICIPATION FORM

M/WBE PARTIPATION FORM

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

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

M/WBE PARTICIPATION

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

Company

Project Name

Person Completing Form

Date

EXHIBIT C
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 handicap in regard to any position for which the employee or applicant for employment is qualified. The Consultant agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.
- (b) The Consultant agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (c) In the event of the Consultant's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (d) The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice in a form to be prescribed by the Chief Development Officer, provided by or through the HCHA. Such notices shall state the Consultant's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- (e) The Consultant will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract or other understanding, that the Consultant is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- (f) The Consultant will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontract or vendor. The Consultant will take such action with 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.

EXHIBIT D
Instruction to Offerors HUD

Instructions to Offerors Non-Construction

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



- 03291 -

1. Preparation of Offers

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

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

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

2. Submission of Offers

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

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

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

3. Amendments to Solicitations

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

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

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

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

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

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

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

6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

7. Contract Award

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

(b) The HA may

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

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

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

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

8. Service of Protest

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

9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]

EXHIBIT E
Certifications and Representations of Offerors

Certifications and Representations of Offerors

Non-Construction Contract

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

OMB Approval No: 2577-0180 (exp. 7/30/96)

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

EXHIBIT F
Form of Non-Collusive Affidavit

ATTACHMENT F

FORM OF NON-COLLUSIVE AFFIDAVIT

STATE OF TEXAS

COUNTY OF HARRIS

_____, being first duly sworn, deposes and says that he is
(a partner of officer of the firm of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person to fix the bid price or affiant or of any other bidder, or to fix any overhead, profit, or cost element of said bid price, or of that of any other bidder, or to secure any advantage against **HARRIS COUNTY HOUSING AUTHORITY** or of any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

Signature of Bidder, if Bidder is an Individual

Signature of Bidder, if Bidder is a Partnership

Signature of Officer, if Bidder is a Corporation

Subscribed and sworn to before me this _____ day of _____, 2016

Notary Public

My Commission expires: