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REQUEST FOR PROPOSALS
for
Tax Credit Accounting and Financial Audit Services
RFP NO. 17-16

The Harris County Housing Authority (**HCHA**) hereby solicits proposals from accounting firms to provide tax credit accounting and financial audit services for eight (8) affordable housing developments. This **RFP** contains submission requirements, scope of service, period of services, terms and conditions and other pertinent information for submitting a proper and responsive submittal. **RFP #17-16** will be posted on **December 11, 2017** and can be downloaded from **HCHA's** website www.hchatexas.org.

Prospective **Offerors** desiring any explanation or interpretation of this solicitation must make the request in writing no later than **December 19, 2017**. The request must be emailed to Samson Babalola at samson.babalola@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. 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: **Tax Credit Accounting and Financial Audit Services-Request For Proposals. RFP #17-16, Due Date and Time: December 29, 2017, 3:00 P.M. (CST), Name of Offeror _____.**

The **RFP** submission must be addressed to **Samson Babalola, Director of Real Estate, 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.

Submittals must reach **HCHA** no later than **3:00 P.M. (CST)** on **December 29, 2017**. 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 **RFP**. 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, price and other factors considered are the most advantageous to **HCHA**.

HCHA reserves the right to reject any and all submittals.

Horace Allison, AIA

Horace Allison, CEO
Harris County Housing Authority

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1. PROFILE OF THE HARRIS COUNTY HOUSING AUTHORITY

Harris County Housing Authority (“**HCHA**” or the “**Authority**”) 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 Authority is a Public Housing Agency (“**PHA**”) that administers **HUD**’s Section 8 Housing Choice Voucher (“**HCV**”) and Veterans Affairs Supportive Housing (“**VASH**”) Programs. **HCHA**’s revenue is derived from federal funds, administrative fees, development grants, and rental income.

HCHA enters into 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 eight (8) LLCs that serve as the general partner (GP) for eight (8) Low Income Housing Tax Credit & Bond partnerships with a total of 1090 units. This **RFP** requires an annual audit, 1065 Partnership tax return & State of Texas Franchise tax returns for the partnerships.

Financing for these developments may have included Community Development Block Grant (CDBG) and CDBG-Disaster Recover Funds, HOME funds from Harris County, Tax-Exempt Bonds and equity from the sale of non-competitive 4% Low Income Housing Tax Credits (**LIHTC**) from the Texas Department of Housing and Community Affairs (**TDHCA**) as well as conventional debt.

<u>Entity – Tax Credit/Bond Properties</u>	<u>Total Units</u>	<u>Address</u>
Baybrook Park Retirement Center Ltd.	100	500 W Texas Avenue Webster, TX 77598
Magnolia Estates aka Olive Grove Manor, Ltd.	160	101 Normandy Street Houston, TX 77015
Waterside Court, Ltd	118	503 West Road Houston, TX 77038
Sierra Meadows, Ltd.	90	9835 North Sam Houston Pkwy East Humble, TX 77396
Retreat at Westlock, Ltd.	140	24055 TX-249 Tomball, TX 77375
Cornerstone Village Apartments, LP	156	3133 Cornerstone Park Drive Houston, TX 77014
Louetta Village aka Louetta Village Apartments 45, LP	116	3133 Cornerstone Park Drive Houston, TX 77014
Primrose at Heritage Park aka TX Bammel Housing, LP	210	10335 Old Bammel N Houston Road Houston, TX 77086

2. INTRODUCTION

HCHA, as part of its mission to provide safe, decent and sanitary affordable housing for low-income persons, hereby seeks proposals from qualified tax credit accounting firms (**Offerors**) to provide tax credit accounting and financial audit services for eight affordable housing developments. The accounting and audit services to be performed are generally listed in “**Attachment A**,” but may not be all inclusive of

the services needed. Consequently, evaluation by the successful **Offeror** may lead to alterations in the scope.

HCHA will consider most favorably **Offerors** who clearly demonstrate knowledge of the Federal, State or local laws, affordable housing and the low income housing tax credit program. The **Offeror** must have demonstrated experience in the interaction of housing authorities with lenders/investors, **HUD/TDHCA**, **HUD/TDHCA** regulations and requirements related to the financial accounting and audit services for affordable housing developments. All submittals must conform to requirements outlined herein.

If a contract is awarded, it will be awarded to the responsible **Offeror** whose qualifications, fees, terms/conditions and other factors are deemed most advantageous to the **HCHA**. Additional requirements or restrictions imposed by lender, investor, **TDHCA**, **HUD** and other governmental entities will also be considered in rendering a decision.

3. **PROCUREMENT SCHEDULE**

The anticipated schedule for the **RFP** is as follows:

SCHEDULE

<u>EVENT</u>	<u>DATE</u>
Advertised	December 10, 2017 and December 17, 2017
Post on HCHA Website	December 11, 2017 thru December 29, 2017
Pre-Submission Conference	N/A
Receipt of Written Questions	December 19, 2017
Response to Written Questions	December 22, 2017
Submission Date	December 29, 2017

4. **DELIVERABLES**

If submitting a hardcopy, one (1) original proposal and three (3) 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 may also be emailed as a PDF attachment to samson.babalola@hchatexas.org. If submitting an electronic copy, only one (1) proposal need 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 actually received by the time and date stated. Receipt at **HCHA** after the due date and time specified will be cause for rejection.

Proposal Due Date/Time:

Proposals must be submitted on or before **3:00 p.m. CST on December 29, 2017** 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 “**Tax Credit Accounting and Audit Services. RFP #17-16, Due Date and Time: December 29, 2017, 3:00 P.M. (CST), Name of Offeror _____**”. If submitting an electronic copy of the proposal, the subject line must contain the title “**Tax Credit Accounting and Audit Services. RFP #17-16, Due Date and Time: December 29, 2017, 3:00 P.M. (CST), Name of Offeror _____**”.

Submission Place/Address

Proposals must be submitted to: **Samson Babalola, Director of Real Estate Development, Harris County Housing Authority, 8933 Interchange Drive, Houston, Texas 77054** or by email to samson.babalola@hchatexas.org

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

5. PRICES AND TERMS

After receiving all responses, **HCHA** shall select the response that is most advantageous to the **HCHA** and negotiate a fee with the successful **Offeror**. If negotiations are unsuccessful, **HCHA** will cease negotiations and commence fee negotiations with the next ranked **Offeror** and so on.

6. GENERAL REQUIREMENTS

All submittals must conform to requirements outlined herein. **HCHA** reserves the option to require oral presentation by **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.

All costs incurred, directly or indirectly, in preparing a response to this request for proposals shall be the sole responsibility of and shall be borne by the **Offeror**.

The successful **Offeror** shall:

- Complete written documentation of materials in a manner suitable for use by lender, investor, TDHCA, **HCHA** and **HUD** or governing entities as required.
- Correspond with **HCHA**, investor, lender, Harris County Community Services Division (**CSD**) and **HUD** and local officials as may be necessary.
- Coordinate all services with **HCHA**.
- Coordinate all services with other parties as determined necessary by **HCHA**.
- List the firms’ name, contact person, telephone number, and profiles of expected participants in the performance of this service. The submittal must provide a timeline/schedule including tasks required to accomplish the proposed services. There may be subsequent instructions issued to the successful **Offeror** in connection with the final process. The proposal must make provisions to meet and comply with all applicable laws and regulatory criteria.

Provide a minimum of three (3) references from housing authorities for whom **Offeror** has provided tax credit accounting and audit services in the past twelve (12) months. Provide the following:

- Organization Name and Address
- Contact Person Telephone Number
- Email Address of Contact
- Dates of Service
- Brief Description of Service(s) Provided

7. CORRESPONDENCE

Requests for additional information related to this **RFP** should be made in writing and emailed to the **HCHA**'s Director of Real Estate at samson.babalola@hchatexas.org by **December 19, 2017**. This will allow time for the issuance of any necessary amendment(s) to the **RFP**.

An amendment may be issued prior to the opening of the proposals for the purpose of changing or clarifying the intent of this **RFP**. All amendments shall be binding in the same way as if originally written in this **RFP**. **It is the responsibility of the Offeror to check the HCHA website for the issuance of amendment(s).**

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

Sub-consultant(s) and others who have been requested by the consultant to assist in preparing a proposal shall obtain necessary information from the **Offeror**. They shall not directly contact **HCHA** or **HCHA** representatives for this information.

The agreement for these services will be awarded to one or more accounting firm(s) whose proposal after negotiations was judged to be the most advantageous to **HCHA**.

8. DOCUMENT REQUIREMENTS

The following is a description of the minimum information, which must be supplied by **Offeror** in its submittal. It is up to the **Offeror** to give such supplementary facts or materials that it considers may be of assistance in the evaluation of the proposal submitted. Proposals that omit critical elements may be considered non-responsive. Each proposal shall include a Table of Contents listing the proposal's contents. The critical elements of the proposal shall include the following information:

- I. Letter of Transmittal. Signed by the person authorized to commit the organization to perform the services in the proposal.
- II. Table of Contents.
- III. Executive Summary. Provide a brief non-technical overview of the accounting firm, including the range of services offered. **Offeror** should provide information reflecting how and why the firm's products and services meet **HCHA**'s needs. List the firm's team members, roles, responsibilities, qualifications and identify primary contact person.
- IV. Name, title, email address, telephone and fax number of person(s) to be contacted for clarifications or request(s) for additional information regarding the offer.

- V. Name, title, email address, telephone and fax number of person(s) authorized to contractually obligate the accounting firm and negotiate on behalf of the firm.
- VI. A brief statement summarizing the **Offeror's** understanding, methodology/strategy to accomplish the requested services.
- VII. **Offeror** shall provide an anticipated timeline to complete the requested services.
- VIII. Fee Proposal "**Attachment I**"
- IX. Certification(s) and License(s)
- X. References
- XI. **HCHA/HUD** Certifications and Affidavits. **Offeror** shall submit executed originals of the following:
 - A. "Attachment B:" Conflict of Interest Questionnaire
 - B. "Attachment C:" Form of Non-Collusive Affidavit
 - C. "Attachment D:" M/WBE Participation Form
 - D. "Attachment H:" Certifications and Representations of **Offerors** for Non-Construction Contracts (Form **HUD** 5369-C)

9. EVALUATION CRITERIA

Proposals must be prepared in conformance with the guidelines stated herein.

Proposals will be evaluated by an Evaluation/Selection Committee. This committee will review the proposals and make a recommendation to **HCHA** Chief Executive Officer (**CEO**). The **CEO** will present the recommendation to the Board of Commissioners of **HCHA** seeking approval to negotiate and execute all documents required to effectuate the services.

HCHA reserves the right to call for supplemental information from **Offeror** and to meet with all or any one of them to clarify points of uncertainty or ambiguity. **Offeror** agree to cooperate fully and promptly in providing such supplemental information or meeting requests.

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

HCHA reserves the right to negotiate all aspects of the contract/engagement letters/agreement.

EVALUATION CRITERIA AND RATING

Step 1. Proposals must meet certain mandatory criteria in order to qualify for further evaluation.

Any "no" answer to the first two questions will disqualify the proposal. A "yes" answer to the third question will require a written explanation, and may disqualify the proposal:

1. Is the firm properly licensed to do business in the State of Texas?

2. Is the firm independent?

3. Has disciplinary action been taken or pending against the firm?

Step 2. Proposals will be evaluated using the following technical criteria.

Criteria	Maximum Points
Does the firm have a quality control program to help ensure adherence to high professional standards?	10
Does the firm subject itself to "Peer Review" in order to provide an independent review of its quality control policies and procedures?	5
Did the "Peer Review" cover the governmental auditing section and was the "Peer Review" opinion attached?	5
Does the proposal fully respond to the needs of HCHA with regard to the tax credit accounting and audit services?	20
Will the firm be able to meet HCHA's deadline? Do the fees indicated by the firm to complete the tax credit accounting and audit services and other related tasks to fully appear reasonable?	20
Is the quality of the firm's professional personnel to be assigned to the engagement and quality of the firm's management support personnel available for technical consultation adequate?	10
Has the firm provide tax credit accounting and audit services for other tax credit properties? If so, please list a representative sample and indicate if we may contact them.	10
Will the field personnel to be assigned to the engagement have previous tax credit experience? How experienced and credentialed are the staff members that will be involved in the tax credit accounting and audit services? Are the "in-charge" staff CPAs?	10
Does the proposal adequately describe in a clear, concise, and understandable manner the work to be performed including sampling techniques and analytical procedures to be used?	10
Does the proposal demonstrate the firm's familiarity with generally accepted accounting principles (GAAP) as they apply to tax credit properties?	10
Has the firm's experience with HCHA or other housing authority(s), if any been acceptable?	10
TOTAL POINTS	120

Proposals will be evaluated and ranked according to points received.

10. AVAILABILITY OF RECORDS

HCHA and any duly authorized representative (which may include, but not be limited to, the U.S. Department of Housing and Urban Development, Texas Department of Housing and Community Affairs, the Inspector General of the United States, lender, investor, or other local jurisdictions), shall have access to, and the right to examine any and all pertinent books, records, documents, papers, and the like, of the successful **Offeror**'s office or firm, which shall relate to the performance of the services to be provided.

11. ASSIGNMENT OR TRANSFER

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

12. CONTRACT TERM

Acceptance of the offer for the services specified herein will be made by negotiating and executing a duly authorized contract for accounting and financial audit services. All **Offerors** are cautioned against making assumptions or accepting any representation by any employee, member, officer or representative of **HCHA** concerning the selection of the successful **Offeror** until the agreement has been finally negotiated and executed. The contract term is 2 years with two 1 year options.

The contract to provide said services must be approved by the Board of Commissioners of **HCHA**. **HCHA** reserves the right to request changes in the selected firm's representation if, at our discretion assigned personnel are not satisfying the needs of **HCHA**.

HCHA may terminate the tax credit accounting and audit services contract upon written notice to the Contractor not less than sixty (60) days before the close of the fiscal year to be audited. **HCHA** reserves the right to cancel the agreement if it is determined that the selected firm is not performing satisfactorily or is adversely affecting performance of **HCHA** activities. **HCHA** will provide thirty (30) days written notice of termination.

13. STANDARDS OF CONDUCT

The successful **Offeror** shall be responsible for maintaining satisfactory standards of employees' competency, conduct, courtesy, appearance, honesty, integrity, and shall be responsible for taking such disciplinary action with respect to any employee, as may be necessary.

14. CONFLICT OF INTEREST

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

- An employee, officer or agent involved in making the award; or
- His/her relative including father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, domestic partner, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister; or
- His/her business or professional partner; or

- An organization which employs, is negotiating to employ, or has an arrangement concerning prospective employment of any of the above.

15. STATEMENT OF OWNERSHIP

The offer shall contain the legal name of the accounting/audit firm with whom **HCHA** will contract by: name, address, phone number, and name of principal person assigned to negotiate on behalf of the **Offeror**.

16. M/WBE PARTICIPATION

The successful **Offeror** 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**.

17. 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 handicapped 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 Harris County Housing Authority (**HCHA**) hereby solicits proposals from qualified accounting firms to provide tax credit accounting and financial audit services for eight (8) affordable housing developments within its portfolio totaling 1090 units.

HCHA is looking for a certified public accountant to provide the following tax credit accounting services to the owner/partnerships listed below:

1. Prepare the limited partnership’s unaudited financial statements and tax returns for 2018 and audited financial statements and tax returns for 2019 by the deadlines established by the equity and financing sources; and prepare the Managing Member’s unaudited financial statements and tax returns from 2018 to 2019 by the deadlines established by the equity and financing sources;
2. Appropriately file tax returns timely (1065 and the State of Texas Franchise tax return) or, should an extension be needed, the selected firm shall be responsible for filing a timely IRS Form 7004 - Application for Automatic Extension of Time to File Certain Business Income Tax, Information, and other Returns.
3. The auditor will be expected to provide a letter to the CEO on the non-reportable conditions and immaterial instances of noncompliance. This letter will also include general recommendations on observations made during the audit that could be helpful to the management/oversight of the properties.
4. Advise the sponsor on the best way in which to show transactions involving the LP on the sponsor’s balance sheet; and,
5. Review the IRS Form 8609s.

<u>Entity – Tax Credit/Bond Properties</u>	<u>Total Units</u>	<u>Tax Return</u>	<u># of K-1s</u>	<u>Texas Franchise Tax Return</u>	<u>Fiscal Year End</u>
Baybrook Park Retirement Center Ltd.	100	1065	3	Y	12/31
Olive Grove Manor, Ltd.	160	1065	3	Y	12/31
Waterside Court, Ltd.	118	1065	4	Y	12/31
Sierra Meadows, Ltd.	90	1065	4	Y	12/31
Retreat at Westlock, Ltd.	140	1065	3	Y	12/31
Cornerstone Village Apartments, LP	156	1065	4	Y	12/31
Louetta Village Apartments 45, LP	116	1065	4	Y	12/31
TX Bammel Housing, LP	210	1065	3	Y	12/31

ATTACHMENT B

CONFLICT OF INTEREST QUESTIONNAIRE (CIQ)

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

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

FORM OF NON-CONCLUSIVE 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.)

of 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 _____, 2017

Notary Public

My Commission expires: _____

ATTACHMENT D

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 **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 successful Offeror.

CONSULTANT

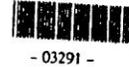
DATE

ATTACHMENT E

**Instruction to Offerors for Non-Construction
Contracts (Form HUD 5369-B)**

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:]

ATTACHMENT F

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

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/offerors to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Contingent Fee Representation and Agreement

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

- (1) has, has not employed or retained any person or company to solicit or obtain this contract; and
- (2) has, has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

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

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

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

The bidder/offeror represents and certifies as part of its bid/offer that it:

- (a) is, is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b) is, is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c) is, is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- Black Americans Asian Pacific Americans
 Hispanic Americans Asian Indian Americans
 Native Americans Hasidic Jewish Americans

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

- (1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);
- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

4. Organizational Conflicts of Interest Certification

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

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

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

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

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

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

ATTACHMENT G

**General Conditions for Non-Construction
Contracts (Form HUD 5370-C)**

General Conditions for Non-Construction Contracts
Section II – (With Maintenance Work)

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Office of Labor Relations
OMB Approval No. 2577-0157 (exp. 1/01/2014)

Public Reporting Burden for this collection of information is estimated to average 0.08 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, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

Applicability. This form HUD-5370C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

- 1) Non-construction contracts (*without* maintenance) greater than \$100,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 968.105) greater than \$2,000 but not more than \$100,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$100,000 – use Sections I and II.

in the classification under this Contract from the first day on which work is performed in the classification.

2. Withholding of funds

The Contracting Officer, upon his/her own action or upon request of HUD, shall withhold or cause to be withheld from the Contractor under this Contract or any other contract subject to HUD-determined wage rates, with the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor the full amount of wages required by this clause. In the event of failure to pay any laborer or mechanic employed under this Contract all or part of the wages required under this Contract, the Contracting Officer or HUD may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment or advance until such violations have ceased. The Public Housing Agency or HUD may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

3. Records

- (a) The Contractor and each subcontractor shall make and maintain for three (3) years from the completion of the work records containing the following for each laborer and mechanic:
 - (i) Name, address and Social Security Number;
 - (ii) Correct work classification or classifications;
 - (iii) Hourly rate or rates of monetary wages paid;
 - (iv) Rate or rates of any fringe benefits provided;
 - (v) Number of daily and weekly hours worked;
 - (vi) Gross wages earned;
 - (vii) Any deductions made; and
 - (viii) Actual wages paid.
- (b) The Contractor and each subcontractor shall make the records required under paragraph 3(a) available for inspection, copying, or transcription by authorized representatives of HUD or the HA and shall permit such representatives to interview employees during working hours on the job. If the Contractor or any subcontractor fails to make the required records available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds.

4. Apprentices and Trainees

- (a) Apprentices and trainees will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in:
 - (i) A bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration (ETA), Office of

=====
Section II – Labor Standard Provisions for all Maintenance Contracts greater than \$2,000
=====

1. Minimum Wages

- (a) All maintenance laborers and mechanics employed under this Contract in the operation of the project(s) shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination, including any additional classifications and wage rates approved by HUD under subparagraph 1(b), shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- (b) (i) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate only when the following criteria have been met:
 - (1) The work to be performed by the classification required is not performed by a classification in the wage determination;
 - (2) The classification is utilized in the area by the industry; and
 - (3) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) The wage rate determined pursuant to this paragraph shall be paid to all workers performing work

- Apprenticeship Training, Employer and Labor Services (OATELS), or with a state apprenticeship agency recognized by OATELS, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice;
- (ii) A trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or
 - (iii) A training/trainee program that has received prior approval by HUD.
- (b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.
 - (c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.
 - (d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.
 - (e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

5. Disputes concerning labor standards

- (a) Disputes arising out of the labor standards provisions contained in Section II of this form HUD-5370-C, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the HA, or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of the HA, or upon request of the Contractor or subcontractor(s).
 - (i) A Contractor and/or subcontractor or other interested party desiring reconsideration of findings of violation by the HA or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the HA or HUD. The request shall set

- forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD).
- (ii) The HA or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations.
 - (iii) The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.
- (b) Disputes arising out of the labor standards provisions of paragraph 6 shall not be subject to paragraph 5(a) of this form HUD-5370C. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this paragraph 5(b) include disputes between the Contractor (or any of its subcontractors) and the HA, HUD, the U.S. Department of Labor, or the employees or their representatives.

6. Contract Work Hours and Safety Standards Act

- The provisions of this paragraph 6 are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" includes watchmen and guards.
- (a) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
 - (b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provisions set forth in paragraph 6(a), the Contractor and any

subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to the District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in paragraph (a) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

- (c) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such Contract or any federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

7. Subcontracts

The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this Section II and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the provisions contained in these clauses.

8. Non-Federal Prevailing Wage Rates

Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under state law to be prevailing, with respect to any employee in any trade or position employed under the Contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.

ATTACHMENT H

Certification 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

OMB Approval No. 2577-0157 (Exp. 01/31/2017)

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)

Name of Authorized Official

Title

Signature

Date (mm/dd/yyyy)

Previous edition is obsolete

form HUD 50071 (01/14)
ref. Handbooks 7417.1, 7475.13, 7485.1, & 7485.3

ATTACHMENT I

FEE PROPOSAL

Hourly Rate Schedule

Provide hourly rates for all staff who will be assigned to this project.

NAME _____ RATE

Fixed Fee Services

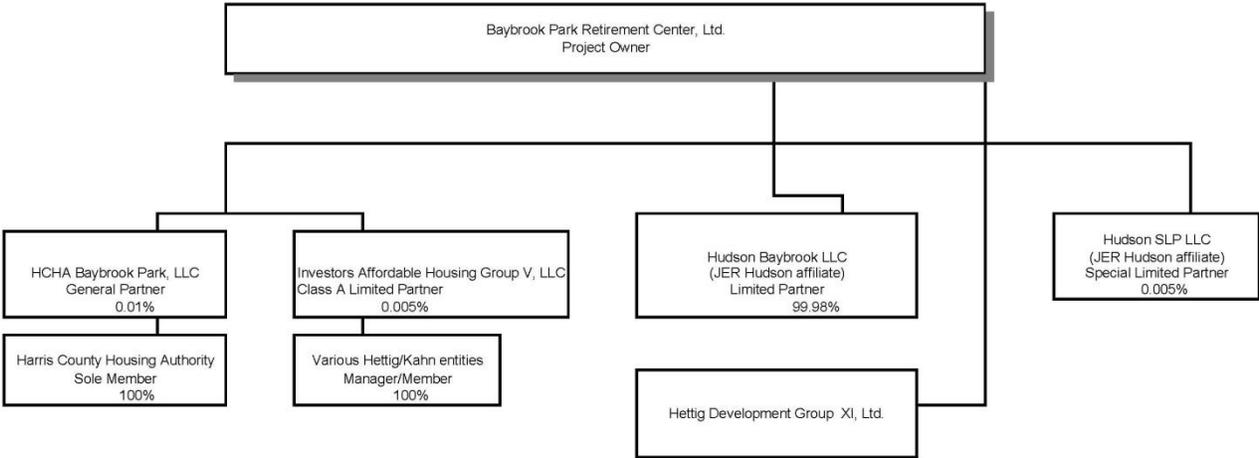
Provide a fixed fee proposal for the following:

Service	Fees
Prepare the limited partnership's unaudited financial statements and tax returns (federal and state) for 2018 and audited financial statements and tax returns (federal and state) for 2019 by the deadlines established by the equity and financing sources; and prepare the Managing Member's unaudited financial statements and tax returns from 2018 to 2019 by the deadlines established by the equity and financing sources;	
Prepare the limited partnership's audited financial statements and tax returns (federal and state) for 2020 and audited financial statements and tax returns (federal and state) for 2021 by the deadlines established by the equity and financing sources; and prepare the Managing Member's audited financial statements and tax returns from 2020 to 2021 by the deadlines established by the equity and financing sources;	
Review the IRS Form 8609s.	

ATTACHMENT J

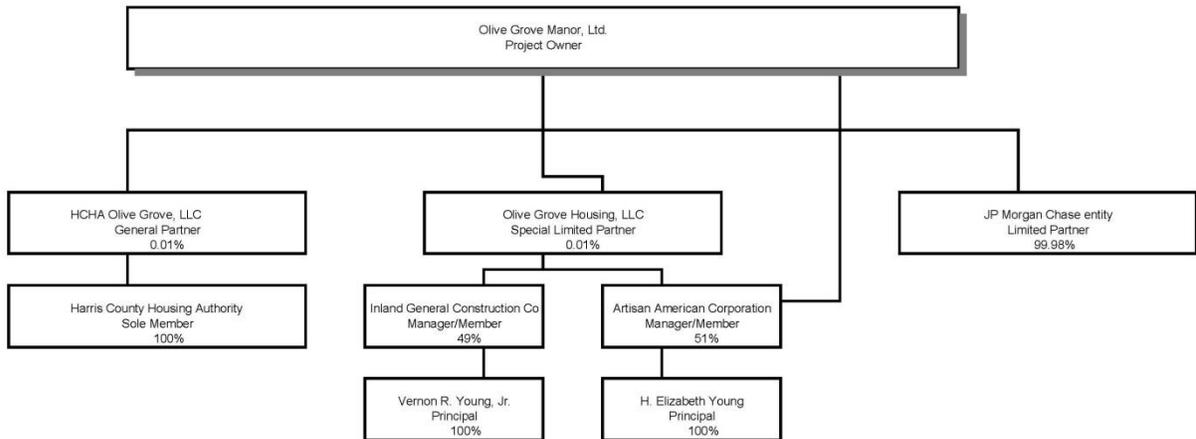
Organizations Charts for Affordable Housing Developments

Baybrook Park Retirement Center, Ltd.



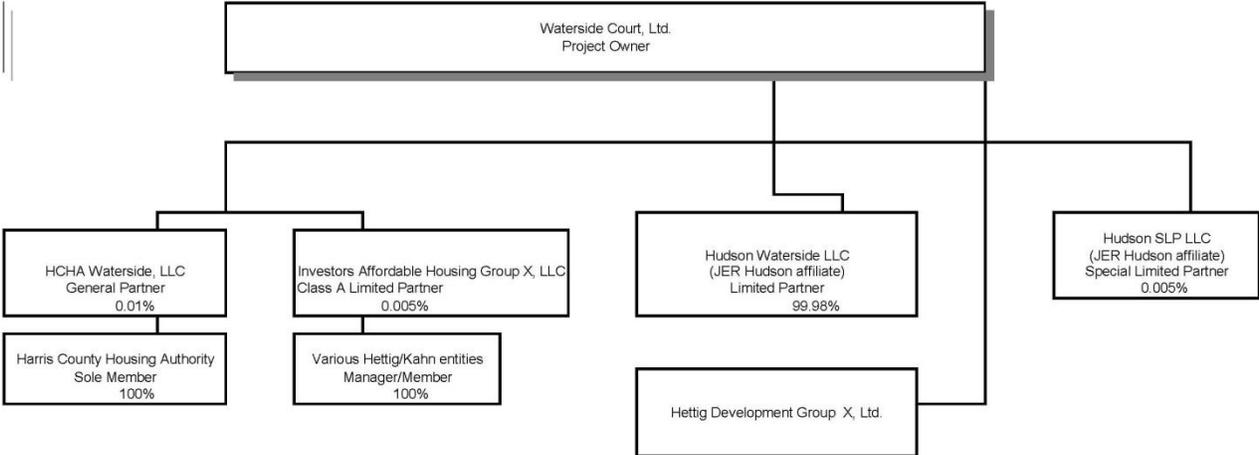
Baybrook Park Apartments was to develop a newly constructed 100 unit multifamily elderly rental property financed through the low income housing tax credit program utilizing 9% credits and conventional debt.

Olive Grove Manor, Ltd.



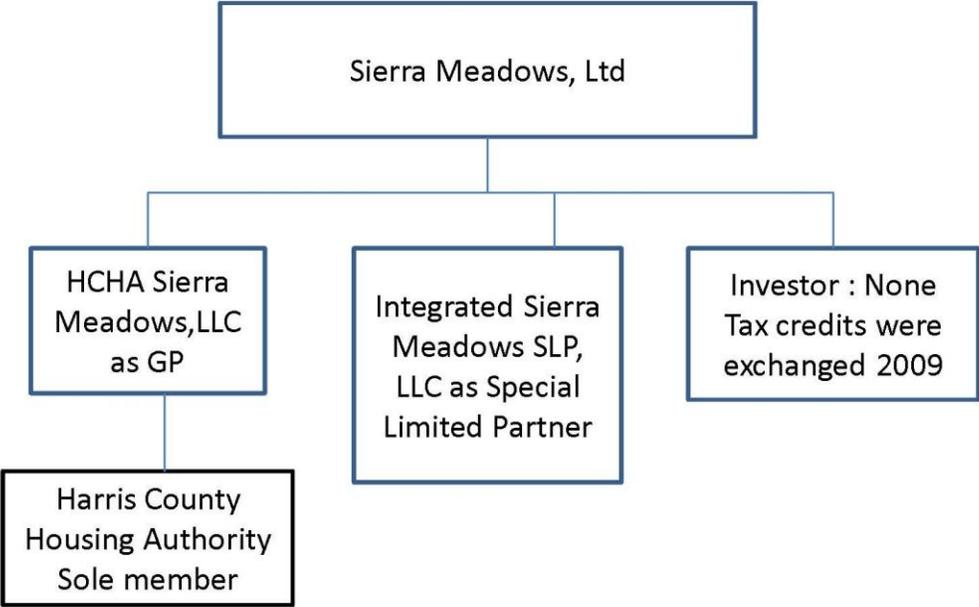
Olive Grove Manor will be formed to develop and construction a 160 unit multifamily elderly rental property financed through the low income housing tax credit program with the use of the 9% LIHTC and conventional debt financing.

Waterside Court, Ltd.

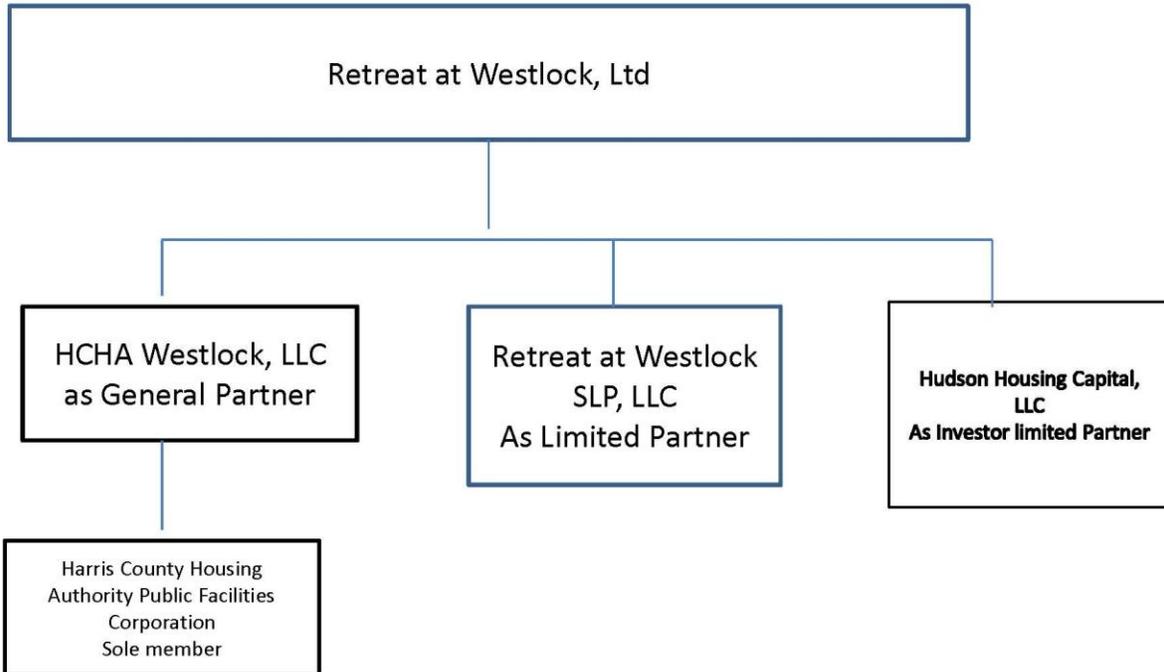


Waterside Court single family home style apartments was to develop a newly constructed 118 unit multifamily family rental property financed through the low income housing tax credit program utilizing 9% credits and conventional debt.

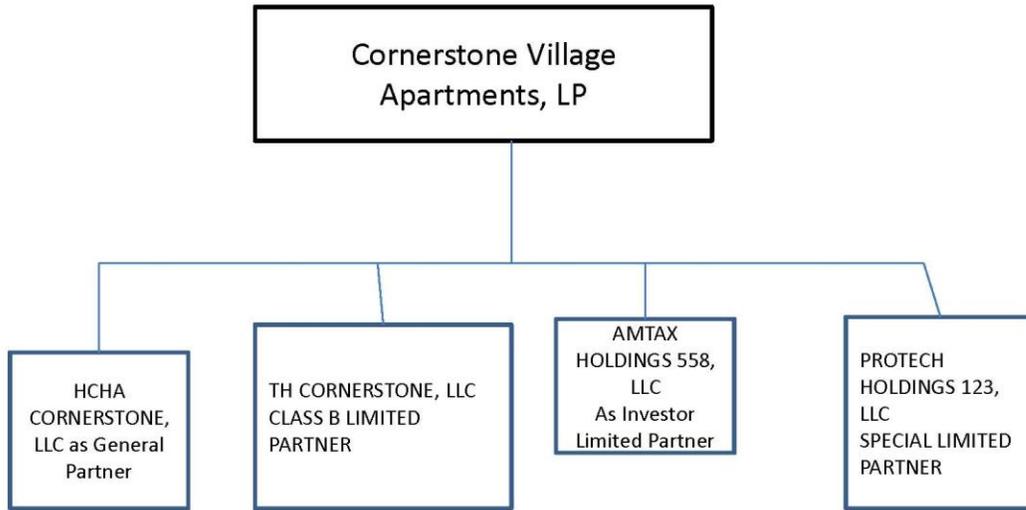
Sierra Meadows, Ltd.



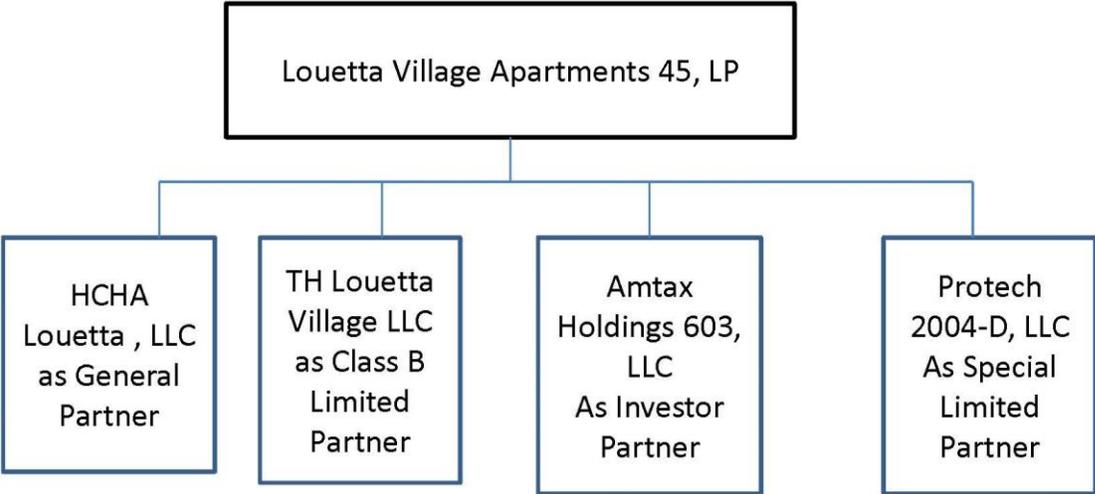
Retreat at Westlock, Ltd.



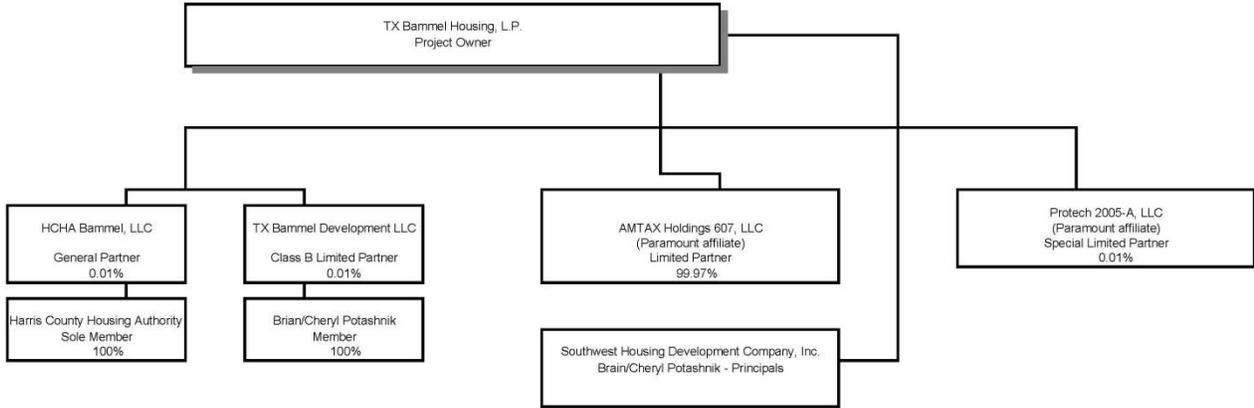
Cornerstone Village Apartments, LP



Louetta Village Apartments 45, LP



TX Bammel Housing, LP



Primrose at Bammel Apartments was formed to develop a newly constructed 210 unit multifamily elderly rental property financed through the low income housing tax credit program utilizing tax exempt bonds.