



**REQUEST FOR PROPOSALS
LAND USE - MASTER PLANNING SERVICES
RFP No. 20-01**

DUE DATE: February 28, 2020 @ 2:00PM





1933 Hussion Street Building #3
Houston, Texas 77003
Tel: 713-578-2100
Fax: 713-669-4594

REQUEST FOR PROPOSALS
for
LAND USE - MASTER PLANNING SERVICES
RFP No. 20-01

The Harris County Housing Authority (“HCHA”) is soliciting proposals from Qualified Planning Consultants (**Consultant(s)**) to provide Land Use – Master Planning Services for a **Mixed-Income/Mixed-Use Development** on a 90+/- acre parcel of land located on Lake Houston, in Houston, Texas, owned by the HCHA.

This **RFP** contains submission requirements, the scope of service, period of service, terms, conditions, and other pertinent information for submitting a proper and responsive proposal. **RFP #20-01** will be posted on **February 5, 2020** and can be downloaded from HCHA’s website www.hchatexas.org.

Prospective **Consultant(s)** desiring any explanation or interpretation of this solicitation must make the request in writing no later than **February 14, 2020**. The request must be emailed to Samson Babalola at samson.babalola@hchatexas.org. Any information given to a prospective **Consultant** about this solicitation will be furnished to all other prospective **Consultants** 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 **Consultants** 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: **Land Use - Master Planning Services. RFP #20-01, Due Date and Time: February 28, 2020, 2:00 P.M. (CST), Name of Consultant:**

_____.

The **RFP** submission must be addressed to **Attn: Samson Babalola, Harris County Housing Authority, 1933 Hussion Street, Building #3, Houston, Texas 77003**. Submissions may also be emailed (size limit 25MB) as a PDF attachment to samson.babalola@hchatexas.org.

Submittals must reach HCHA no later than **2:00 P.M. (CST) on February 28, 2020**. 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 **Consultant(s)** who have a reasonable chance of being selected. After evaluation of the proposals, if any, the contract will be awarded to the responsible **Consultant(s)** whose qualifications, project proposal and other factors considered are the most advantageous to HCHA.

HCHA reserves the right to reject any and all submissions.

Horace Allison, AIA

Horace Allison, CEO/Executive Director
Harris County Housing Authority

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Attachment A:	Conflict of Interest Questionnaire (CIQ)
Attachment B:	M/WBE Participation Form
Attachment C:	Affirmative Action for Disabled Workers
Attachment D:	Instructions to Offerors for Non-Construction (Form HUD 5369-B)
Attachment E:	Certifications and Representations of Offerors for Non-Construction Contracts (Form HUD 5369-C)
Attachment F:	General Conditions for Non-Construction Contracts (Form HUD 5370-C)
Attachment G:	Form of Non-Collusive Affidavit
Attachment H:	PIH Notice 2017-04 (HA) Limitations on Payment to Influence Federal Transactions and Anti-Lobbying Certification and Disclosure Requirements for PIH Programs; HUD Form-50071 Certification of Payments to Influence Federal Transactions; Standard Form – LL Disclosure of Lobbying Activities.
Attachment I:	Declaration (Required Submission)

Attachment J:	Section 3 Policy
Attachment K:	Ethics Policy
Attachment L:	Property Description/Survey
Attachment M:	Fee Proposal

I. INTRODUCTION

HCHA, as part of its mission, to provide safe, decent, and sanitary affordable housing for low-income persons hereby seeks proposals from Qualified Planning Consultants (**Consultant(s)**) to provide Land – Use – Master Planning Services for a Mixed-Income/Mixed-Use Development on a 90+/- acre parcel of land located on Lake Houston. The Plan shall include but is not limited to retail commercial, restaurant, and hospitality facilities as well as market-rate and affordable multi-family housing rental and single family for sale housing and single family for sale lots to residential home builders. The **Consultant** team shall have at least one individual that is local or based in Houston, Texas, to facilitate the project and needs of **HCHA** and to act as a liaison throughout the delivery of the Land Use - Master Planning Services. Services will include, but not limited to, market analysis, development feasibility, financial feasibility, land use planning, site planning, charette facilitation, infrastructure consultation, landscape, and architectural design guidelines, new urbanism practices, etc. The **RFP** will consider qualifications and price for services in the selection process. The statement of work to be performed is generally listed under the “**Scope of Services**” section but may not be all-inclusive of the services needed. Consequently, evaluation by the successful **Consultant** may lead to alterations in the scope.

HCHA will consider most favorable **Consultants** who demonstrate knowledge, experience, and exceptional qualifications in providing land use - master planning services. In addition, the **Consultant** must be familiar with Federal, State, or local laws applicable to this request. The successful **Consultant** is expected to consult with the **HCHA** and other Harris County Departments throughout the entire land use - master planning process. All submittals must conform to the requirements outlined herein.

If a contract is awarded, it will be awarded to the responsible **Consultant(s)** whose qualifications, price, and other factors are deemed most advantageous to the **HCHA**. Additional requirements or restrictions imposed by **HUD** and other governmental entities will also be considered in rendering a decision.

Consultants are required to submit written proposals that delineate the **Consultant’s** qualifications and understanding of the services to be performed. The **Consultant’s** proposals should be prepared simply and economically and should provide all the information it considers pertinent to its qualifications for the scope of services contained herein. Emphasis should be placed on completeness of services offered and clarity of content of the proposal.

The proposal must be submitted no later than **2:00 PM** on **Friday, February 28, 2020**, to the following mailing or e-mail address:

Harris County Housing Authority
 Attn: Samson Babalola
 1933 Hussion Street, Building #3, Houston, Texas 77003
 E-mail: samson.babalola@hchatexas.org

II. PROCUREMENT SCHEDULE

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

SCHEDULE

<u>EVENT</u>	<u>DATE</u>
Advertised	February 2 and February 9, 2020
Post on HCHA Website	February 5, 2020
Pre-Submission Conference	February 13, 2020 @ 2:00PM
Receipt of Written Questions	February 14, 2020
Response to Written Questions	February 18, 2020
Submission Date	February 28, 2020 @ 2:00PM

III. DELIVERABLES

If submitting a hard copy, 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 **Consultant**. The original proposal must bear the original signature of a principal or authorized officer of the **Consultant**.

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 **Consultant**. **Electronic submissions must be received by the due date and time for consideration. Please note that anything above 25MB will be rejected by the email system.**

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

Proposal Due Date/Time:

Proposals must be submitted on or before **2:00 p.m. CST on February 28, 2020**, 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 **Land Use - Master Planning Services. RFP #20-01, Due Date and Time: February 28, 2020, 2:00 P.M. (CST), Name of Consultant: _____.**

If submitting an electronic copy of the proposal, the subject line must contain the title **Land Use - Master Planning Services. RFP #20-01, Due Date and Time: February 28, 2020, 2:00 P.M. (CST), Name of Consultant: _____.**

Submission Place/Address

Proposals must be submitted to **Attn: Samson Babalola, Harris County Housing Authority, 1933 Hussion Street, Building #3, Houston, Texas 77003**, or by email to samson.babalola@hchatexas.org.

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

IV. SCOPE OF SERVICES

The scope of services to be provided shall include, but is not limited to, the following items:

- Establishing and formalizing **goals and policies** about what direction the stakeholders want to head in, the kind of development the site will be, and how it will foster a better quality of life for its inhabitants and the community.
- Consider, evaluate and determine the feasibility of various patterns of **land use**, including public land, private land, and protected land, and develop a land use plan that addresses the best uses of the site, inclusive of a projection for the full build-out condition.
- Consider various patterns of residential development to determine what types of **housing** are needed, identifying practical and feasible types considering present and future market forces.
- Determine the needs of the local economy for new **economic development**. Identify business opportunities that will support and strengthen the development and surrounding community.
- Identify **natural resources** (land, water, cultural and historic) whose preservation contributes to the character of the development and community. Develop strategies to protect and manage the resources to enhance the attractiveness of the development.
- Assess the **open space and recreational needs** of the development (passive and active) and community — planning for the maintenance and expansion of existing areas and the construction of new areas and facilities.
- Identify public **services and facilities**, i.e., public safety, water and sewer, energy, and other utility needs of the proposed development. Consider present and future growth needs.
- Identify existing and new **transportation and circulation** needs to provide adequate circulation and parking for the proposed development. Consider how the future development can alleviate congestion.
- **Project Management:** The **Consultant** will take the lead in managing their time, staff, resources, budget, and related activities to ensure that the project objectives are met. The **Consultant** will be in close communication with staff throughout the life of the project. **HCHA** staff will provide general oversight of the **Consultant** and will help to facilitate interactions with Harris County staff, board/committee members, and project stakeholders.
- **Public & Stakeholder Participation:** Public and stakeholder participation will be one of the primary components of this project. The **Consultant** shall be responsible for developing and proposing a comprehensive public & stakeholder participation strategy that is best suited to meet project objectives. Special emphasis shall be placed on broad participation from all stakeholders (especially underrepresented stakeholders), and on ensuring that participation is reflective of both the current and future citizenry. The **HCHA** intends to establish a project steering committee, which should be incorporated into the proposed participation strategy. Broad support and improved stakeholder relations are paramount to the success of this planning effort.

- **Existing Conditions & Data Analysis:** The **Consultant** will work to gain a firm understanding of the context, trends, and related information applicable to the project concerning the larger community. This information and data will be used to inform the outcomes/solutions and to ground the outcomes/solutions of the proposed land use – master plan in objectivity.
- **Vision & Goal Setting:** The **Consultant** will work with the **HCHA** and project stakeholders to develop a broadly supported and achievable vision and related goals for the proposed development.
- **Identification of Focus Areas:** The **Consultant** will work with the **HCHA** during the planning process to solidify areas of focus for the project based on existing conditions, data analysis, stakeholder input, and overall vision and goals. Aside from the “topics to be included,” detailed below, the exact focus areas will not be defined at the outset of this project but will be identified and selected as part of the planning process.
- Topics that shall be included:
 - Development Regulation & Land Use
 - Affordability & Housing Choice
 - Neighborhood Context, Property Maintenance, & Blight
 - Livability, Safety, & Quality of Life
 - Commercial Development
 - Mobility (pedestrian, bike, transit, & vehicle)
 - Public & Gathering Space (Parks, Streetscape, & Open Space)
 - Utilities & Infrastructure
 - Economic Development
- **Policy Development & Analysis:** The **Consultant** will develop a process and lead efforts to iteratively generate and refine potential solutions and strategies to achieve the goals of the project.
- **Plan Development:** The **Consultant** shall document the planning process and outcomes within a final report. The final report will include an executive summary (or similarly concise overview), Proposed Land Use – Master Plan and a detailed implementation strategy, in addition to all other relevant information necessary to document the planning process and outcomes.
- **Implementation Strategy:** The **consultant** will develop a strategy for achieving goals and project objectives. The **Consultant** will be innovative and proactive in their approach to implementation, to ensure the highest chance for success.
- **Presentations & Communications:** The **Consultant** will present the final plan and implementation strategy to the HCHA, Harris County CSD, and other applicable committees. Additionally, the **Consultant** will work with staff to communicate with project stakeholders throughout the process and to present intermediate deliverables and related information.

- **Anticipated Project Deliverables:** It is anticipated that the project will result in the following primary deliverables. Although the **Consultant** and/or **HCHA** may identify additional intermediate deliverables when the final scope of work is negotiated. Within their proposal, **Consultants** are encouraged to include any additional or alternative deliverables that they feel would be necessary, based on their professional expertise and knowledge.
- **Primary deliverables:** A broadly supported planning document, which details the planning process and outlines any results, conclusions, and recommendations. An innovative plan implementation strategy, which may including such things as timelines, roles & responsibilities, necessary resources, and anticipated funding mechanisms. Presentations to the **HCHA**, Harris County CSD, and other applicable committees. Other mid-term deliverables identified during the final project scoping process.

V. GENERAL REQUIREMENTS

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

The successful **Consultant** shall:

- The Consultant must have previous experience in performing similar services to those requested in the “Scope of Services” and must have been operating and providing similar services for a minimum of five (5) years.
- Complete written documentation of materials in a manner suitable for use by **HCHA**, **HUD**, Texas Department of Housing and Community Affairs (“**TDHCA**”), Texas General Land Office (**GLO**), Harris County, City of Houston, or other financial contribution or governing entities as required.
- Meet with **HCHA**, **HUD**, the community, and other state and local officials as may be necessary.
- Coordinate all services with **HCHA**.
- Coordinate all services with other parties as determined necessary by **HCHA**.
- Provide the basis, source, and methodology for arriving at conclusions in all materials and reports.
- List the Consultants' name, contact person, telephone number, and provide resumes and profiles of expected participants in the performance of this service. The submittal must provide an execution plan, including schedules with tasks on how this work will be accomplished. There may be subsequent instructions issued to the successful candidate in connection with the final process. The submittal must make provisions to meet and comply with all applicable laws and regulatory criteria.

VI. SUBMISSION REQUIREMENTS

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

1. Letter of Transmittal. Signed by the person authorized to commit the organization to perform the services in the submittal.
2. Table of Contents.
3. Executive Summary. Provide a brief non-technical overview of the **Consultant's** business, including the range of services offered. **Consultants** should provide information reflecting on how and why the **Consultant's** products and services meet **HCHA's** needs. List the **Consultant's** team members, roles, responsibilities, qualifications, and identify primary contact person. The **Consultant** shall identify hereunder if this proposal is a joint venture or partnership with another entity.
4. Related experience of **Consultant** and staff assigned in providing land use - master planning services, for a mixed-income/mixed-use development. Demonstrated evidence that the **Consultant** has the visionary expertise to develop creative solutions to complex development projects. **Consultant** shall provide 5 examples of similar services.
5. Methodology/strategy to accomplish the scope of services. Provide a narrative summary describing the **Consultant's** strategy in completing the request within the scope of services. Provide a conceptual work program for the project that the **Consultant** believes is appropriate based on its understanding of the project, as well as intended outcomes, deliverables, etc. Submittal of a draft project schedule is required as part of the conceptual work program. Submit specific plans of how you will manage, control, and supervise the project to ensure quality service.
6. Fee Schedule. The Successful **Consultant** shall provide an estimate of total project costs by service as defined in the scope of services, except for other services that may be required of the firm and are not specifically listed within the scope of services above. All travel, postage, telephone, living, and miscellaneous expenses will be borne by the successful **Consultant** and included in the total fixed price(s) quoted as part of the **RFP** submission. There will be no reimbursable expenses allowed under the purchase order/contract.
7. Schedule of Performance/Timeliness.
8. List of business references (minimum of 5) that can verify the following regarding the **Consultant**; Past performance in terms of quality of work, cost control and compliance with performance schedule, and ability to adapt to change in project scope, field conditions, and unforeseen challenges. List names of organizations and names, telephone numbers, and email addresses of persons who can be contacted concerning the services provided.
9. Section 3 Program experience and compliance.
10. Women and Minority Business Enterprise (**M/WBE**) Participation. Describe and provide evidence of the **Consultant's** plans to make a good faith effort to maximize the utilization of

women and minority-owned business enterprises and/or women business enterprise firms. In addition, all submittals shall include completed **M/WBE** forms.

11. Certifications and Affidavits. **Offerors** shall submit executed originals of the following:

- Attachment A:** Conflict of Interest Questionnaire (CIQ)
- Attachment B:** M/WBE Participation Form
- Attachment E:** Certifications and Representations of **Offerors** for Non-Construction Contracts (Form HUD 5369-C)
- Attachment G:** Form of Non-Collusive Affidavit
- Attachment H:** PIH Notice 2017-04 (HA) Limitations on Payment to Influence Federal Transactions and Anti-Lobbying Certification and Disclosure Requirements for PIH Programs; HUD Form-50071 Certification of Payments to Influence Federal Transactions; Standard Form – LL Disclosure of Lobbying Activities.

- Attachment I:** Declaration (Required Submission)
- Attachment M:** Fee Proposal

12. Insurance: Evidence of all appropriate and applicable insurance coverage carried by the **Consultant**, including policy coverage periods. **Consultants** shall furnish **HCHA** with certificates of insurance showing that the following insurance is in force, will insure all operations under this **RFP**, and include **HCHA** as a named insured. Required insurance levels are as follows:

- A. Professional liability insurance with a single limit of \$1,000,000 per occurrence and combined aggregate of coverage amounting to no less than \$1,000,000. Defense costs shall be excluded from the face amount of the policy. Aggregate limits are per 12-month policy period unless otherwise indicated. All insurance policies must require on their face, or by endorsement, that the insurance carrier waives any rights of subrogation against **HCHA**. The successful **Consultant** shall give 30 days' written notice to the **HCHA** before any policy may be canceled, materially changed, or nonrenewed. Within the 30 days, the successful **Consultant** shall provide other suitable policies in lieu of those about to be canceled, materially changed, or nonrenewed so as to maintain in effect the required coverage.

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

- A. Names;
- B. An explanation of the functions they will perform and their titles by classification;
- C. Their relevant educational backgrounds;
- D. Their relevant work experience;

- E. Their work experience with governmental clients; and
- F. Any specialized skills, training, and/or credentials relevant to the required services.

VII. METHODOLOGY/STRATEGY TO ACCOMPLISH SERVICES

The successful **Consultant** must describe how it will approach the work associated with the requested services, including an understanding of the scope of services required and unique or innovative approaches to be utilized in performing these services.

VIII. EVALUATION CRITERIA

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

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

The selection of the successful **Consultant** will be at the sole discretion of **HCHA**. All submittals shall be evaluated, and up to three most qualified (top-ranked), responsive, and responsible **Consultants** may be invited for panel interviews and discussions. If a contract is awarded, it will be awarded to the responsible **Consultant** 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.

The RFP will be evaluated and rated on, but may not be limited to, the following criteria:

Evaluation Criteria	Maximum Points
1. Proposed Work Program and Deliverables: The submission must demonstrate the understanding of the project scope and objectives, quality of response to the proposed work program, and proposed deliverables. Demonstrated ability in accomplishing work of similar nature (reference check)	20
2. Previous Experience: The submission must delineate the experience of the Consultant and its sub-consultant(s) assigned to work on the project. The proposal should include thorough/detailed examples of similar work for other entities, including contact information for individuals who worked on each project.	20
3. Staffing and Qualifications: The proposal should include resumes of all staff who will directly lead and manage the land use – master planning services contract. Ability to conduct productive meetings; work with HCHA staff; stakeholders, elected officials, HUD , Harris County CSD, and the community.	20
4. Fee Proposal/Cost: Estimated cost of the work. Hourly rates for additional services.	20

5. Project Approach: Understanding the variety and progression of work tasks, i.e., programming, planning, site evaluation, land use, infrastructure, transportation, cost estimation, project budgeting, etc. Schedule of performance/timeliness. Ability to produce a quality product within the project schedule. Current workload and availability of the Consultant's team.	20
6. Section 3 and MWBE: Program participation, experience and compliance.	15
7. Submission Compliance: Organization/completeness of response and compliance with submission requirements.	10
Total Points Possible	125

IX. TRAVEL AND REIMBURSABLES

All travel, postage, telephone, living, and miscellaneous expenses will be borne by the successful **Consultant**. There will be no reimbursable expenses allowed under the purchase order/contract.

X. PAYMENTS

Payment will be made to the **Consultant** within thirty (30) days upon receiving an approvable invoice. The invoice shall state the period and services performed and the amount. Special services, if requested and provided, will be billed via a separate invoice and comprise of a detailed description of the service provided and the date it was provided. **HCHA** and/or an **HCHA** affiliate shall notify the **Consultant** of any adjustments required to be made to an invoice. Invoices should contain an invoice number, remittance address, itemized products and/or services provided, and price as quoted.

Prior to any and all payments made for goods and/or services provided under this contract, the **Consultant** must provide their taxpayer identification number or social security number as applicable. This information must be on file with **HCHA** and/or an **HCHA** affiliate. Failure to provide this information may result in a delay in payment and/or backup withholdings as required by the Internal Revenue Service.

HCHA and/or an **HCHA** affiliate is exempt from all federal, state, and local taxes unless otherwise stated in this solicitation. **HCHA** and/or an **HCHA** affiliate claims exemption from all sales and/or use taxes under Texas Tax Code 151.309 as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to **HCHA** and/or an **HCHA** affiliate.

The duration and contract for services shall be for two (2) years with the option renew for two (2) additional years.

XI. CONFIDENTIALITY OF PROPOSALS

There will be no public opening of proposals. All proposals and information concerning the same shall remain confidential until all negotiations are completed, and the Notice of Award is issued. **Consultants** are hereby notified that all proposals received by **HCHA** shall be included as part of the official contract file. Therefore, any part of the proposals that are not considered confidential, privileged, or proprietary under any applicable Federal, State, or local law shall be available for public inspection upon completion of the procurement process. Any material submitted by the **Consultant** that is to be considered as confidential must be clearly marked as such; however, the applicable provisions of Federal, State, and local

laws shall govern the confidentiality of proposals despite anything contrary to this provision stated in the proposal.

XII. MINORITY/WOMEN BUSINESS PARTICIPATION

The firm awarded the contract agrees to use its best efforts to subcontract with minority business enterprises and/or women business enterprises, certified as such or recognized by the **HCHA** as such. The **Consultant** shall make a good faith effort to subcontract a sufficient dollar amount with **MBE/WBE** firms to ensure the final contract dollars are expended on one or more **MBE/WBEs**. All adjustments to increase the contract will also increase the total amount that the **Consultant** must make a good faith effort to expend on **MBE/WBEs**. In the event, **HCHA** has a reasonable belief that the **Consultant** will not use its best efforts to meet the 30 percent (30%) **MBE/WBE** participation goal, **HCHA** reserves the right to pull work from the contract. Best efforts may be established by showing the **Consultant** has contacted and solicited bids/quotes from subcontractors in identifying **MBE/WBEs**.

XIII. AVAILABILITY OF RECORDS

The U. S. Department of Housing and Urban Development, the U.S. Government Accounting Office, the Harris County Housing Authority, and any duly authorized representatives of each, shall have access to, and the right to examine any and all pertinent books, records, documents, invoices, papers, and the like, of the **Consultant(s)** office or firm, which shall relate to the performance of the services to be provided.

XIV. PATENTS AND ROYALTIES

The successful **Consultant** shall indemnify and save harmless **HCHA** and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or not patented inventions, processes or articles manufactured or used in the performance of the contract, including its use by **HCHA**. If the firm uses any service, device, or material covered by letters, patents, or copyrights, it is mutually agreed and understood that the successful **Consultant** shall include all royalties or costs arising from the use of such services, devices, or materials involved in the work.

XV. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The successful **Consultant** shall indemnify, defend, and hold **HCHA** and its officers, agents, employees, and commissioners, (the “indemnified persons”) harmless from all liability, loss, or damage, including attorney fees and expenses, resulting from all claims, demands and causes of action of every kind and character asserted by any person (including, without limitation, the indemnified persons or the successful **Consultants**” employees), for personal injury, death, or for loss of or damage to any and all property in any way arising out of or in connection with the successful **Consultant’s** performance hereunder. The successful **Construction** shall be responsible for all damage and loss sustained by it to its tools and equipment utilized in the performance of the successful **Consultant’s** services hereunder.

HCHA and/or any other indemnified persons shall notify the successful **Consultant** of any claim received within fifteen (15) days of receipt of such notice and shall promptly deliver to the successful **Consultant**, the original, or a true copy, of any notice, summons, pleading, or other process issued or served. Failure of any indemnified persons to provide this notice within the fifteen (15) day period does not waive any right to indemnification except to the extent that the successful **Consultant** is prejudiced, suffers a loss, or incurs expense, because of the delay.

Following such notification, and except as otherwise provided below, the successful **Consultant** shall defend any such claim, suit, proceeding, or other action, at its sole cost and expense with attorneys of its own selection who are reasonably satisfactory to **HCHA**.

The successful **Consultant** shall control the defense and any negotiations to settle the claim, but the indemnified persons shall have the right, if they see fit, to participate in such defense at their own expense. The successful **Consultant** shall have the power to settle the claim without the consent or agreement of the indemnified persons, unless the settlement would (i) result in injunctive relief or other equitable remedies or otherwise require an indemnified person to comply with restrictions or limitations that would adversely affect the indemnified person, (ii) require an indemnified person to pay amounts that the successful **Consultant** does not fund in full, (iii) not result in an indemnified person's full and complete release from all liability to the claimants or other parties that are parties to or are otherwise bound by the settlement or (iv) establish a precedent(s) which the indemnified persons, in their sole discretion individually or their collective discretion as a group, determine is not in the best interest of the indemnified persons.

If the successful **Consultant** notifies **HCHA** in writing within ten (10) days after receipt of an indemnified person's written notice of a claim and request for indemnification, that the successful **Consultant** elects not to defend the claim, **HCHA** or any of the indemnified persons, shall assume and control the defense, and all defense expenses shall constitute an indemnification loss.

XVI. 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 **Consultant**.

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

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

The successful **Consultant** 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 **Consultant** 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.