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REQUEST FOR PROPOSALS
for
Tax Credit Accounting and Financial Audit Services -
Fenix Estates I, LP
RFP NO. 22-03

Harris County Housing Authority (**HCHA**) hereby solicits proposals from accounting firms to provide tax credit accounting and financial audit services for one (1) affordable housing development. 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 #22-03** will be posted on and 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 **September 6, 2022**. The request must be e-mailed to Paul Curry at finance@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 labeled as follows: **Tax Credit Accounting and Financial Audit Services-Request For Proposals. RFP #22-03, Due Date and Time: September 15, 2022, 3:00 P.M. (CST), Name of Offeror**
_____.

The **RFP** submission must be e-mailed as an attachment to **Paul Curry, Finance Director, Harris County Housing Authority**, at finance@hchatexas.org.

Submittals must reach **HCHA** no later than **3:00 P.M. (CST)** on **September 15, 2022**. Late submissions will be handled per the provisions in Form HUD-5369-B titled "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 with Offerors with a reasonable chance of being selected may be conducted. After evaluating 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.

Melissa Quijano
Melissa Quijano, Acting 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** or its wholly owned subsidiary nonprofit corporation (**HCHA Redevelopment Authority, Inc.**) is the sole member of the LLC that serve as the general partner (GP) for Low Income Housing Tax Credit & Bond partnerships with 200 units. This **RFP** requires an annual audit, 1065 Partnership tax return & State of Texas Franchise tax returns for the partnership.

Financing for this development includes Community Development Block Grant (CDBG) and CDBG-Disaster Recover Funds, HOME funds from Harris County, Tax-Exempt Bonds, City of Houston Funds, 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 Property</u> | <u>Total Units</u> | <u>Address</u> |
|--|--------------------|--|
| Fenix Estates I, LP | 200 | 1933 Hussion Street Houston, TX 77003 |

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 the above identified affordable housing development. 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, and local laws applicable to 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 and **HUD/TDHCA** laws, 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

| EVENT | DATE |
|-------------------------------|---------------------------------------|
| Advertised | August 28, 2022 and September 4, 2022 |
| Post on HCHA Website | August 29, 2022 |
| Pre-Submission Conference | N/A |
| Receipt of Written Questions | September 6, 2022 |
| Response to Written Questions | September 8, 2022 |
| Submission Date | September 15, 2022 |

4. DELIVERABLES

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 signature of a principal or authorized officer of the **Offeror**.

Proposals must be e-mailed as a PDF attachment to finance@hchatexas.org. Only one (1) proposal needs to be e-mailed. The electronic submission of the proposal shall be considered signed by a principal or authorized representative of the **Offeror**.

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

Proposal Due Date/Time:

Proposals must be submitted on or before **3:00 P.M. CST on September 15, 2022**, by e-mail.

Proposals must be labeled as follows: "**Tax Credit Accounting and Audit Services. RFP #22-03, Due Date and Time: September 15, 2022, 3:00 P.M. (CST), Name of Offeror** _____". Vendor(s) must include the following in the e-mail subject line: "**Tax Credit Accounting and Audit Services. RFP #22-03, Due Date and Time: September 15, 2022, 3:00 P.M. (CST), Name of Offeror** _____".

Submission Place/Address

Proposals must be e-mailed to: **Paul Curry, Finance Director, Harris County Housing Authority**, at finance@hchatexas.org

Proposals by regular mail, telephone, 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 and commence fee negotiations with the next ranked Offeror.

6. GENERAL REQUIREMENTS

All submittals must conform to requirements outlined herein. **HCHA** reserves the option to require oral presentation by **Offeror(s)** and 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**, **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. Subsequent instructions may be 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
 - E-mail 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 e-mailed to the **HCHA's Director of Finance** at finance@hchatexas.org by **September 6, 2022**. This will allow time for issuing any necessary amendment(s) to the **RFP**.

An amendment may be issued before the proposal's opening to change or clarify the intent of this **RFP**. All amendments shall be binding in the same way as if originally written in this **RFP**. **It is the Offeror's responsibility to check HCHA's website for the issuance of any amendment(s).**

Any interpretation affecting all **Offerors** made before the submittal due date will be issued as 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 outlined in this paragraph. Oral instructions, interpretations, or representations will not be binding upon **HCHA** or **HCHA** representatives.

Sub-consultant(s) and others who the **Offeror** has requested 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 this service will be awarded to the accounting firm(s) whose proposal submissions were judged to be the most advantageous to **HCHA**.

8. DOCUMENT REQUIREMENTS

The following is a description of the minimum information **Offeror** must supply in its submittal. It is up to the **Offeror** to give such supplementary facts or materials that it considers to be of assistance in evaluating 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. **Offerors** 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, and qualifications and identify the primary contact person.
- IV. Name, title, e-mail 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, e-mail 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 (**See 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:" Non-Collusive Affidavit

9. EVALUATION CRITERIA

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

An Evaluation/Selection Committee will evaluate proposals. 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 of them to clarify points of uncertainty or ambiguity. **Offeror** agrees 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, audit services, and other related tasks 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 provided tax credit accounting and audit services for other tax credit properties? 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) 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 part without written **approval** of **HCHA**.

12. CONTRACT AWARD

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 initial term (2 years) is for the services for the 2022 and 2023 fiscal years, with two one-year options to renew for fiscal years 2024 and 2025.

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 **Offeror's** representation if, at our discretion, assigned personnel are not satisfying the needs of **HCHA**. The Contract will be substantially in the form

attached as Attachment F. However, the terms and conditions of the Contract offered may include additional terms if required or appropriate under applicable law, and the scope of services may be amended to reflect **HCHA's** needs and any amendments to this **RFP**.

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, and 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 award of any contract if a real or apparent conflict is involved. Such conflict would arise when a financial or other interest in an agency selected for an 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 that 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

Harris County Housing Authority (**HCHA**) hereby solicits proposals from qualified accounting firms to provide tax credit accounting and financial audit services for one (1) affordable housing development with 200 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 audited financial statements and tax returns for 2022 and audited financial statements and tax returns for 2023 by the deadlines established by the equity and financing sources; and prepare the general partner's audited financial statements and tax returns from 2022 to 2023 by the deadlines established by the equity and financing sources.
2. All audits of financial statements to be prepared by the accounting firm selected must be prepared in accordance with and comply with all applicable and appropriate standards, including but not limited to Generally Accepted Government Auditing Standards and Generally Accepted Auditing Standards.
3. Appropriately prepare and timely file tax returns (IRS Form 1065 and the State of Texas Franchise tax return) or, if an extension is needed, the selected firm shall be responsible for filing timely IRS Form 7004 - Application for Automatic Extension of Time to File Certain Business Income Tax, Information, and other Returns.
4. 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.
5. Advise the sponsor on the best way in which to show transactions involving the LP on the sponsor's balance sheet.
6. Review for the presence and accuracy of all appropriate IRS Form 8609s (Form 8609s and 8609-As), revise as needed, and prepare if missing but required.

| <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> |
|--|--------------------|-------------------|------------------|-----------------------------------|------------------------|
| Fenix Estates I, LP | 200 | 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 |
|--|--|-----------------|
| <p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>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).</p> <p>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.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p> | OFFICE USE ONLY <hr/> Date Received | |
| 1 Name of vendor who has a business relationship with local governmental entity. | <div style="border: 1px solid black; height: 100px; width: 100%;"></div> | |
| 2 <input type="checkbox"/> 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. <div style="text-align: center;">_____</div> <div style="text-align: center;">Name of Officer</div> | | |
| 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. <div style="margin-top: 20px;"> <p>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?</p> <div style="display: flex; justify-content: center; gap: 50px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> </div> <div style="margin-top: 20px;"> <p>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?</p> <div style="display: flex; justify-content: center; gap: 50px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> </div> | | |
| 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 <input type="checkbox"/> 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 <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 60%;"> <div style="text-align: center;">_____</div> <div style="text-align: center;">Signature of vendor doing business with the governmental entity</div> </div> <div style="width: 35%;"> <div style="text-align: center;">_____</div> <div style="text-align: center;">Date</div> </div> </div> | | |

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

NON-CONCLUSIVE AFFIDAVIT

STATE OF _____

COUNTY OF _____

_____, being first duly sworn, deposes and says that he/she is

(the owner of bidder, a partner of bidder, an officer or manager of bidder, etc.)

of the party making the foregoing proposal or bid (the “bidder”), and affirms the truth of the following: that such proposal or bid is genuine and is not collusive or a sham; that the bidder has not colluded, conspired, connived, or sought with any person, or agreed with any person, directly or indirectly, to fix the bid price or fix any overhead, profit, or cost element of the bid or proposal of bidder or the bid or proposal of any other person; that the bidder has not in any manner, directly or indirectly, sought by agreement, collusion, communication, or conference with any person to secure any unlawful 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 or Manager, if Bidder is a Corporation or
Limited Liability Company

Subscribed and sworn to before me this _____ day of _____, 20____

Notary Public

ATTACHMENT D

M/WBE PARTICIPATION

M/WBE PARTICIPATION: The Contractor agrees to use its best efforts to subcontract with minority business enterprises and/or women business enterprises (M/WBEs) certified as such or recognized by HCHA as a certified M/WBE. Contractor shall use 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 Contractor must expend on M/WBEs to satisfy Contractor's obligation to use Contractor's best efforts to subcontract with M/WBEs.

USING BEST EFFORTS TO FULFILL M/WBE REQUIREMENT: In the event HCHA has a reasonable belief that Contractor 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 Contractor 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 WITH THESE OBLIGATIONS MAY CONSTITUTE BREACH OF CONTRACT AND SUBJECT THE CONTRACT TO TERMINATION.

NOTIFICATION OF M/WBE PARTICIPATION: Contractor agrees to promptly complete and return all M/WBE Confirmation of Participation and M/WBE Confirmation of Payment forms utilized by HCHA. Contractor further agrees to provide proof of M/WBE subcontractor participation by submitting copies of checks made payable to the respective M/WBE subcontractor(s) signed by Contractor.

CONTRACTOR

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.

Previous edition is obsolete.

page 1 of 2

form HUD-5369-B (6/93)
ref. Handbook 7460.8

(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

CONTRACT FORM

**TAX CREDIT ACCOUNTING AND FINANCIAL AUDIT SERVICES AGREEMENT
(LIHTC Entities - Audited Financial Statements, Tax Returns, and Other Services)**

This Tax Credit Accounting and Financial Audit Services Agreement ("Agreement") is entered into on _____, 2022, and is intended to be effective as of November 30, 2022 ("Effective Date"), between _____ ("Contractor") and Harris County Housing Authority ("HCHA").

HCHA solicited proposals using its Request for Proposals No. 22-03 ("RFP") for accounting services for one specifically identified Low-Income Housing Tax Credit (LIHTC) entity identified in the RFP. The scope of the services to be provided were identified in Attachment A to the RFP, including any amendments thereto, all of which are referred to herein as the "Services." (Use of the word "Services" does not mean Contractor's obligations under this Agreement are limited to providing services only. As described below and as set forth in the RFP and attachments, Contractor may also be obligated to provide materials and/or supplies if reasonably appropriate for delivery of the Services.)

After seeking and obtaining a reasonable number of responses to the RFP, HCHA reviewed the responses received and determined that Contractor submitted a proposal ("Contractor's Proposal") that represents the best overall value to HCHA, considering price and other standards and criteria set forth in the RFP.

Because Contractor was the responsive and responsible vendor that submitted a proposal that represents the best value, HCHA selected Contractor to provide, and Contractor has agreed to provide the Services to HCHA under the terms set forth herein.

TERMS

1. **SCOPE OF SERVICES.** Contractor shall provide the Services to HCHA as specified in the RFP and all attachments thereto.
 - A. The Services to be provided by Contractor include but are not limited to providing the following accounting services to the owner/partnership listed below:
 - 1) Prepare the limited partnership audited financial statements for fiscal year 2022 and limited partnership audited financial statements for fiscal year 2023 by the deadlines established by the equity and financing sources, and prepare the general partners' (or other owner of the general partner) audited financial statements and tax returns for the years 2022 and 2023 by the deadlines established by the equity and financing sources and applicable federal law. (These deadlines may be set forth in loan agreements and other financing documents.)
 - 2) All audits of financial statements to be prepared by the accounting firm selected must be prepared in accordance with and comply with all applicable and appropriate standards, including but not limited to Generally Accepted Auditing Standards and, if applicable, Generally Accepted Government Auditing Standards.
 - 3) Appropriately prepare and timely file tax returns (IRS Form 1065, with all schedules, and the State of Texas Franchise tax return) or, if an extension is needed, the selected firm shall be responsible for filing timely IRS Form 7004 - Application for Automatic Extension of Time to File Certain Business Income Tax, Information, and other

Returns.

- 4) The auditor must provide a letter to HCHA's 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 and oversight of the properties.
 - 5) Advise the sponsor (HCHA or its subsidiary/affiliate) on the best way in which to show transactions involving the limited partnerships on the sponsor's balance sheet.
 - 6) Review for the presence and accuracy of all appropriate IRS Form 8609s (Form 8609s and 8609-As) and revise as needed, and prepare if missing but required.
- B. The Services performed and provided by Contractor shall be as an independent contractor. Contractor is not an agent, partner, or joint venturer of HCHA. Contractor shall not represent itself to third persons to be other than an independent contractor of HCHA, nor shall Contractor permit itself to offer or agree to incur or assume any obligations or commitments in the name of HCHA or for HCHA without the prior written consent and authorization of the HCHA. Contractor is responsible for payment of all taxes arising out of Contractor's activities under this contract. This Agreement is not intended to create and will not constitute a partnership or joint venture between the Parties. Contractor has and retains the exclusive right of control over its employees' employment, firing, discipline, compensation, insurance, and benefits in accordance with applicable laws. Contractor has no authority to bind or otherwise obligate HCHA orally, in writing, or by any act or omission. Nothing contained herein shall establish an agency, employer-employee relationship, partnership, joint enterprise, joint employer, or joint venture relationship by or between Contractor and HCHA. Neither Party shall have the authority to enter into contracts or agreements on behalf of the other Party.
- C. **IN THE EVENT THAT ANY STATE OR FEDERAL AGENCY OR COURT OF COMPETENT JURISDICTION DETERMINES THAT CONTRACTOR IS NOT AN INDEPENDENT CONTRACTOR, CONTRACTOR AGREES TO INDEMNIFY AND HOLD HARMLESS HCHA FOR ANY AND ALL DIRECT DAMAGES, PENALTIES, ASSESSMENTS, TAXES, OR EXPENSES THAT MAY BE INCURRED BY HCHA AS A RESULT OF THIS DETERMINATION.**
- D. Contractor warrants that it will comply with all federal and state laws, including but not limited to the Prompt Pay Act, relating to the payment of its workers.
- E. Contractor is solely responsible for the payment of wages and any applicable benefits to its workers for the Services performed for HCHA. Contractor is responsible for withholding federal and state income taxes, paying Federal Social Security taxes, maintaining unemployment insurance, and maintaining workers' compensation insurance in an amount and under such terms as required by the applicable laws of the State of Texas.
- F. **HCHA'S PAYMENT IS TO CONTRACTOR. HCHA SHALL HAVE NO LIABILITY, DIRECTLY OR INDIRECTLY, FOR PAYMENT TO CONTRACTOR'S WORKERS OR SUBCONTRACTORS. CONTRACTOR SHALL INDEMNIFY AND HOLD HCHA HARMLESS FROM ANY AND ALL SUCH CLAIMS.**
- G. Contractor's workers are not entitled to any contributions by or benefits from HCHA for any pension plan, bonus plan, or any other benefit plan. Contractor and the workers furnished by Contractor shall not be entitled to any fringe benefits or similar benefits afforded to employees of

HCHA. HCHA is not liable for payment of any federal or state taxes and charges, including, but not limited to, income withholding taxes, social security, unemployment, workers' compensation, and similar taxes and charges. This Section shall survive the expiration or termination of this Agreement.

H. HCHA is not responsible to Contractor or Contractor's workers for payment of any overtime compensation or any additional payments pursuant to the Fair Labor Standards Act, 29 U.S.C. Section 207 9a (1), as amended; the Texas Pay Day Act; the Equal Pay Act; Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000e, *et al.*, as amended; or any provisions of the Texas Labor Code Ann., as amended. **HCHA will not be responsible for overtime wages.**

2. **CHARGES.** On completion of each component of the Services, as identified above and in Contractor's Proposal, Contractor will invoice HCHA the amount set forth therein. Contractor understands and agrees that HCHA is exempt from all federal, state, and local taxes unless otherwise stated in this Agreement. Accordingly, Contractor will not include sales or other taxes when invoicing HCHA.
3. **GOVERNMENTAL IMMUNITY.** Contractor recognizes and acknowledges that HCHA is a governmental entity and benefits from governmental immunity, except to the extent Texas law expressly provides otherwise. Nothing in this Agreement is intended to waive and will not waive or impair HCHA's governmental immunity.
4. **ACCESS TO RECORDS.** Contractor understands and agrees to allow duly authorized representatives of HCHA, Harris County, the United States Department of Housing and Urban Development, the Comptroller General of the United States, the United States General Accounting Office, or other local, state, and federal government representatives, access to contracts, books, documents, and records necessary to verify the nature and extent of the cost of services provided by Contractor. The right to access shall continue for as long as the records are required to be maintained under applicable law. Contractor further understands and agrees that:
 - A. HCHA shall release any, and all, information necessary to comply with the Texas Public Information Act, Chapter 552 of the Texas Government Code ("PIA"), without the prior written consent of Contractor;
 - B. HCHA and its Commissioners, Officers, and Employees may request advice, decisions, and opinions of the Attorney General of Texas ("Attorney General") regarding the application of the PIA to any information or data furnished to HCHA, whether or not the same are available to the public;
 - C. HCHA and its Commissioners, Officers, and Employees, shall have the right to rely on the advice, decisions, and opinions of the Attorney General, and HCHA and its Commissioners, Officers, and Employees, shall have no liability or obligations to Contractor for the disclosure to the public, or to any person or persons, of any information or data furnished to HCHA in reliance on any advice, decision, or opinion of the Attorney General. In the event HCHA receives a written request for information pursuant to the PIA that affects Contractor's rights, title to, or interest in any information or data or a part thereof furnished to HCHA by Contractor under this Agreement, then HCHA will promptly notify Contractor of such request. Contractor may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the PIA. Contractor is solely responsible for submitting the memorandum brief and information to the Attorney General within the time prescribed by the PIA. Contractor is solely responsible for seeking any declaratory or injunctive relief regarding the disclosure of information that it deems confidential or privileged;
 - D. Contractor's e-mail addresses that are provided to HCHA, including any affiliate of HCHA, are subject to disclosure. This consent is intended to comply with the requirements of the PIA and shall

survive termination of this Agreement. This consent shall apply to e-mail addresses provided by Contractor and agents acting on behalf of Contractor and shall apply to any e-mail address provided in any form for any reason whether related to this Agreement or otherwise;

E. Contractor shall keep and maintain all records concerning the Services, program, or project to which the Services relate or pertain for at least five (5) years after the termination of this Agreement. However, if 2 C.F.R. §§ 200.300-.309 or other applicable regulations require keeping and maintaining records for a longer period, Contractor will keep and maintain all records for the longer period.

5. **GOVERNING FORMS.** In the event of any conflict between the terms and provisions of this Agreement, the RFP, and/or Contractor's Proposal, this Agreement shall govern. In the event of any conflict in the interpretation of any part of this Agreement, the RFP, and/or Contractor's Proposal, HCHA's interpretation shall govern.

6. **AMENDMENTS TO BE IN WRITING.** This Agreement may not be altered, changed, or amended except by written agreement signed by all parties.

7. **GOVERNING LAW.** Laws and regulations applicable to this Agreement include but are not limited to the Texas Housing Authorities Law (Chapter 392 of the Texas Local Government Code), 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 requirements of Executive Orders 11625, 12432 and 12138 to implement Minority Business Enterprises (MBE) and Women's Business Enterprise (WBE) participation goals in Federal Agency Programs, and, to the extent applicable, the standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and violations shall be reported to HUD and the Regional Office of the Environmental Protection Agency. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas without regard to conflicts of laws principles. Venue for any action under this Agreement rests exclusively in the Federal and State Courts located in Harris County, Texas.

8. **INVOICES AND PAYMENTS.** On completion of each component of the Services, Contractor will submit to HCHA its original itemized invoice. Each invoice must reasonably identify the services performed. HCHA will pay properly submitted invoices within 30 days after receipt. Before submitting any invoices to HCHA, Contractor must provide its Taxpayer Identification Number to HCHA in writing. HCHA shall pay Contractor the maximum rate permitted by Chapter 2251 of the Texas Government Code on any past due payment not received within 30 days after the payment due date. In accordance with § 2251.043, in a formal administrative or judicial action to collect an invoice payment or interest due under this chapter, the opposing party, which may be HCHA or Contractor, shall pay the reasonable attorney fees of the prevailing party.

9. **POTENTIAL CONFLICTS OF INTEREST.** Contractor and all Contractor's personnel performing services under this Agreement shall read and be familiar with HCHA's Ethics Policy. (A copy of HCHA's Ethics Policy may be found at hchatexas.org.) Contractor and all Contractor's personnel will refrain from any conduct that will, or may, result in the violation of the Ethics Policy by any of HCHA's Commissioners or employees. If at any time, an actual or apparent conflict of interest arises related to the work contemplated under this Agreement, including any violation of the Ethics Policy, Contractor shall immediately disclose such conflict in writing to HCHA. Contractor further warrants and represents to HCHA that none of the below circumstances exist, and Contractor is not now aware of:

A. an employment or other business relationship with any Commissioner, officer, or employee of HCHA or with any family member of any Commissioner, officer, or employee of HCHA;

- B. one or more gifts totaling more than \$100 in the 12 months before this contract was signed to any Commissioner, officer, or employee of HCHA or to any family member of any Commissioner, officer, or employee of HCHA; or
- C. Any family relationship Contractor has with any Commissioner, officer, or employee.

"Family member" means a person within the first degree of consanguinity or affinity, and "family relationship" means a relationship within the third degree of consanguinity or second degree of affinity as defined in Subchapter B of Chapter 573 of the Texas Government Code. This paragraph shall survive the termination of this Agreement.

10. **TERM.** This Agreement is for the delivery of the Services (see Paragraph No. 1.A. - Scope of Services) for HCHA's fiscal years 2022 and 2023. The Services must be delivered within the deadlines set forth in Paragraph No. 1. A above. HCHA has two one-year options to renew this Agreement to include delivery of the Services for fiscal year 2024 and fiscal year 2025. Each option to renew may be exercised by HCHA in its sole discretion. Payment to Contractor for Services provided during either renewal is to be in the amount(s) set forth in Paragraph No. 2 above. HCHA is a governmental entity. This Agreement is conditioned on HCHA obtaining and appropriating funds for payment of the Services according to the terms of this Agreement. HCHA agrees to use its best efforts to obtain and appropriate those funds; however, if HCHA is unable to obtain and appropriate funds to pay for the Services, HCHA has the right to terminate this Agreement, which termination will be effective on giving written notice to Contractor.
11. **ASSIGNMENT PROHIBITED.** This Agreement is binding upon and will inure to the benefit of HCHA, Contractor, and their respective heirs, executors, administrators, legal representatives, successors, and assigns. This paragraph does not, however, authorize or permit Contractor's transfer or assignment of any rights or obligations under this Agreement. Contractor shall not transfer, assign, or delegate its obligations or responsibilities under this Agreement, except as expressly permitted herein. Contractor shall not assign or transfer any interest in this Agreement, except those claims for monies due or to become due from HCHA may be assigned to a bank or other financial institution.
12. **EXHIBITS.** The following exhibits/documents are expressly made a part of, and incorporated into, this Agreement:
- Exhibit A: M/WBE Participation
Exhibit B: General Conditions for Non-Construction Contracts (HUD Form 5370-C, Section I)
Exhibit C: Certification of Payments to Influence Federal Transactions (HUD Form 50071)
- If any of the above exhibits/documents were not completed as of the Effective Date, before commencement of any work Contractor shall complete the exhibits/documents.
13. **NOTICE.** All notices required or permitted under this Agreement must be in writing and must be given to the parties at their respective addresses as set forth below. Notice is effective when: hand-delivered; mailed (postage pre-paid) by certified mail return receipt requested; sent pre-paid via a nationally recognized overnight carrier (e.g., FedEx, UPS, or USPS) for delivery the next business day; or sent by e-mail to the parties' address set out below. (Notice by e-mail is only permitted if an e-mail address is set forth below.)

To Contractor at:

ATTN: _____
E-mail: _____

To HCHA at:

Harris County Housing Authority
P.O. Box 53028

Houston, Texas 77052
ATTN: Melissa Quijano, Acting CEO

HCHA may send all payments required under this Agreement to Contractor's address set forth above. Notice by e-mail will not be effective unless the sender retains a printed or electronic image of the e-mail sent with a copy of the notice sent (if the notice is an attachment to the e-mail), which image must identify the date and time sent, and the parties and persons to whom sent. The parties may, from time to time, change their respective notice addresses by giving notice of the change to all parties and persons in the manner required by this paragraph. Any change of address will not be effective until five (5) business days after notice is given, as required by this paragraph.

14. **ADDITIONAL TERMS.** Contractor warrants and represents, in accordance with Tex. Gov't Code Ann. § 2271.002 and § 2274.002 (both iterations), that:
- A. Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement;
 - B. Contractor does not boycott energy companies and will not boycott energy companies during the term of this Agreement; and
 - C. Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement.

AGREED to as of the Effective Date by:

HARRIS COUNTY HOUSING AUTHORITY

By: _____
Name: _____
Title: _____

By: _____
Melissa Quijano, Acting CEO

ATTACHMENT G

General Conditions for Non-Construction Contracts (Form HUD 5370-C, Section I)

General Conditions for Non-Construction Contracts

Section I – (With or without 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. 11/30/2023)

Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

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

- 1) Non-construction contracts (*without* maintenance) greater than \$150,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 905.100) greater than \$2,000 but not more than \$150,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$150,000 – use Sections I and II.

Section I - Clauses for All Non-Construction Contracts greater than \$150,000

1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

- proposal submitted before final payment of the contract.
- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

4. Examination and Retention of Contractor's Records

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

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- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
- (i) appeals under the clause titled Disputes;
 - (ii) litigation or settlement of claims arising from the performance of this contract; or,
 - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

5. Rights in Data (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

6. Energy Efficiency

The contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section III, Labor Standards Provisions, including any claims for damages for the alleged breach thereof of which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

9. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

11. Organizational Conflicts of Interest

- (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 this contract and a contractor's organizational, financial, contractual or other interests are such that:
- (i) Award of the contract may result in an unfair competitive advantage; or
 - (ii) The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the 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 Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

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

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a

person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

16. Equal Employment Opportunity

During the performance of this contract, the

Contractor/Seller agrees as follows:

(a) The [contractor/seller] will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. The [contractor/seller] will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b) The [contractor/seller] will, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, disability, or national origin.

(c) The [contractor/seller] will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the [contractor/seller]'s legal duty to furnish information.

(d) The [contractor/seller] will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the [contractor/seller]'s commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The [contractor/seller] will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The [contractor/seller] will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The [contractor/seller] will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub[contractor/seller] or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such litigation to protect the interests of the United States.

17. Equal Opportunity for Workers with Disabilities

1. The [contractor/seller] will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The [contractor/seller] agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices, including the following:

- i. Recruitment, advertising, and job application procedures;
- ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- iii. Rates of pay or any other form of compensation and changes in compensation;
- iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- v. Leaves of absence, sick leave, or any other leave;
- vi. Fringe benefits available by virtue of employment, whether or not administered by the [contractor/seller];
- vii. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- viii. Activities sponsored by the [contractor/seller] including social or recreational programs; and
- ix. Any other term, condition, or privilege of employment.

2. The [contractor/seller] agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

3. In the event of the [contractor/seller] noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

4. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the [contractor/seller]'s obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities.

The [contractor/seller] must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Braille or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the [contractor/seller], a [contractor/seller] will satisfy its posting obligations by posting such notices in an electronic format, provided that the [contractor/seller] provides computers, or access to computers, that can access the electronic posting to such employees, or the [contractor/seller] has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the [contractor/seller] to notify job applicants of their rights if the [contractor/seller] utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

5. The [contractor/seller] will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the [contractor/seller] is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, individuals with physical or mental disabilities.

6. The [contractor/seller] will include the provisions of this clause in every subcontract or purchase order in excess of \$ 10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7. The [contractor/seller] must, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

18. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

19. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

20. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

21. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

22. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

22. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of

recovered materials practicable consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract

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. 11/30/2023)

Public reporting burden for this information collection is estimated to average 30 minutes. This includes the time for collecting, reviewing, and reporting data. The information requested is required to obtain a benefit. This form is used to ensure federal funds are not used to influence members of Congress. There are no assurances of confidentiality. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

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)

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

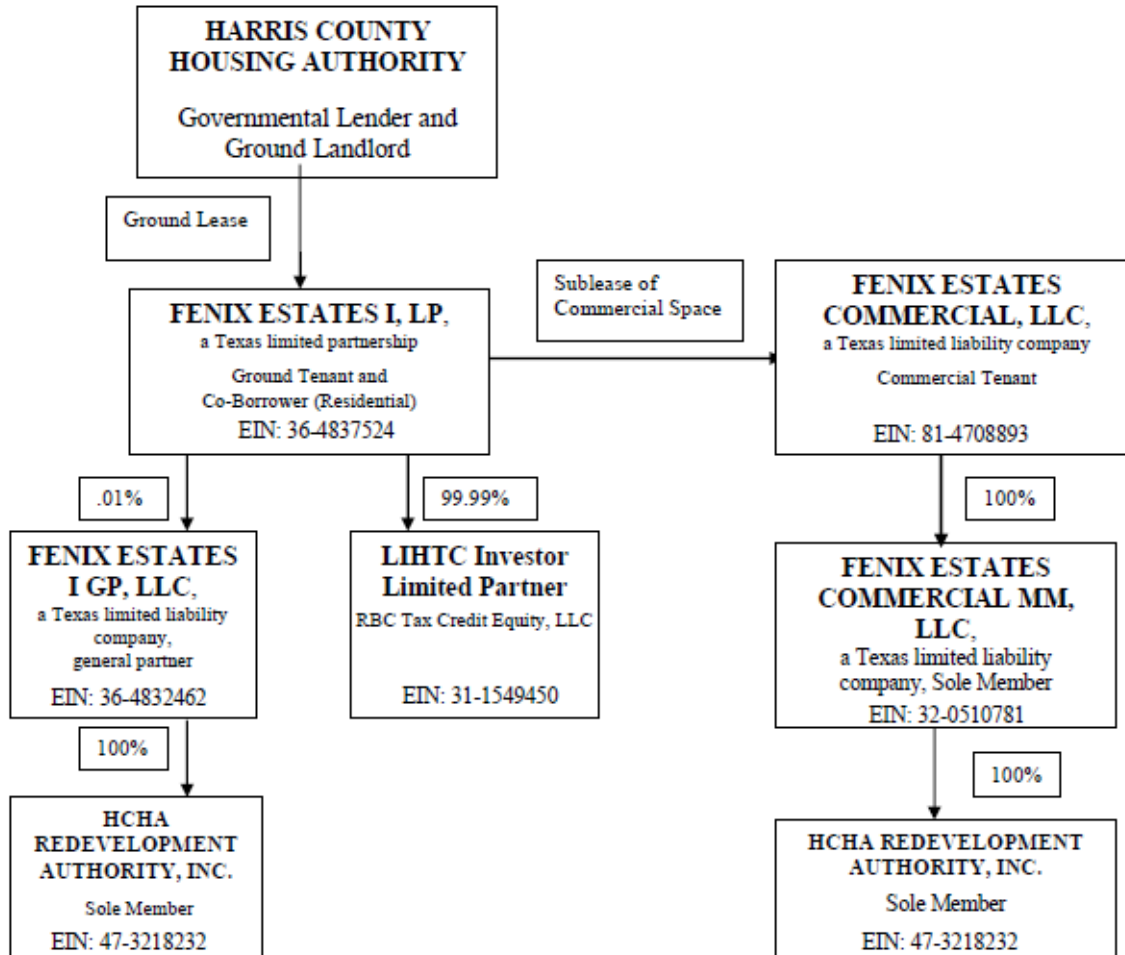
Provide a fixed fee proposal for the following:

| Service | Fees |
|--|------------|
| Prepare the limited partnership's audited financial statements and tax returns (federal and state) for 2022 by the deadlines established by the equity and financing sources; and prepare the general partner's audited financial statements and tax returns for 2022 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 2023 by the deadlines established by the equity and financing sources; and prepare the general partner's audited financial statements and tax returns for 2023 by the deadlines established by the equity and financing sources | |
| First Renewal: Prepare the limited partnership's audited financial statements and tax returns (federal and state) for 2024 by the deadlines established by the equity and financing sources, and prepare the general partner's audited financial statements and tax returns for 2024 by the deadlines established by the equity and financing sources | |
| Second Renewal: Prepare the limited partnership's audited financial statements and tax returns (federal and state) for 2025 by the deadlines established by the equity and financing sources, and prepare the general partner's audited financial statements and tax returns for 2025 by the deadlines established by the equity and financing sources | |
| Review and revise and/or prepare the IRS Form 8609s (Form 8609s and 8609-As) (per year) . | (per year) |

ATTACHMENT J

Organizational Chart for Fenix Estates I, LP

FENIX ESTATES STRUCTURE CHART



Description of Structure:

1. Ground Lease is entered into at closing.
2. Ground Tenant subleases what will ultimately constitute the commercial condo unit to the Commercial Tenant
3. Governmental Lender issues its Debt Obligation to Citibank, the Funding Lender
4. Governmental Lender makes a construction to permanent loan using the proceeds from the Funding Lender to Co-Borrower (Residential) and Co-Borrower (Commercial). The collateral is the ground lease interest of the Co-Borrower (Residential) and the subleasehold of the Co-Borrower (Commercial). The Co-Borrower (Residential) and the Co-Borrower (Commercial) are joint and several obligors on the financing. All other financing in place at construction closing also have the ground lease as its collateral.
5. During the course of construction a condominium is formed on the Ground Lease, which condominium will have two units – the Residential Unit and the Commercial Unit. The declarant of the Condominium will be the Co-Borrower (Residential)
6. Upon formation of the Condominium, the Co-Borrower (Residential) will retain the Residential Unit for itself and will convey the Commercial Unit to the Co-Borrower (Commercial) pursuant to the terms of the sublease between the Co-Borrower (Residential) and Co-Borrower (Commercial). The sublease and deed of trust will provide that upon release of the Commercial Unit to the Co-Borrower (Commercial), the existing deed of trust will attach to the Co-Borrower (Commercial)'s interest in the Commercial Unit.
7. At conversion to permanent, the deed of trust will be released with respect to the Residential Unit and the Co-Borrower (Residential) is released from the Citi financing and the subordinate debt remains on the Residential Unit. The Citi financing remains only on the Commercial Unit.