



**Request for Proposals
23-05
Financial Audit Services**

Introduction

Harris County Housing Authority (HCHA) is a government entity is seeking proposals from independent public accounting firms to perform an audit of various programs for fiscal years ending March 31, 2024, and March 31, 2025, with two additional one year options.

The audit shall be conducted in accordance with Generally Accepted Auditing Standards (GAAS), as well as Generally Accepted Government Auditing Standards (Yellow Book) issued by the United States Government Accountability Office. The audit and financial statements shall meet the requirements of federal single audit regulations as prescribed by the Single Audit Act and Single Audit Act Amendments, Audit for State and Local Governments, GASB-34 Basic Financial Statement's and Management's Discussion and Analysis for State and Local Governments and Subpart F—Audit Requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. §§ 200.500-.521, as well as, their applicable supplements and amendments in effect as of the date of the audit onsite fieldwork. The financial statements are to be prepared by the auditor in accordance with Generally Accepted Accounting Principles (GAAP) and HUD's timetable for submission. This includes assistance with electronically submitting Financial Data Schedules (FDS) via the internet as required by the Real Estate Assessment Center (REAC).

Interested firms must electronically submit (email) their Proposal, which addresses the Proposal Requirements described in the Scope of Work section.

The electronic copy of the submission, must contain in the subject line the title “ Financial Audit Services – Request for Proposals RFP #23-05, Due Date and Time: December 14, 2023, 5:00 pm (CST), Name of Offeror:_____.”

The proposal must be submitted no later than 5:00 PM on **Thursday, December 14, 2023**, to the following email address of:

Paul.Curry@hchatexas.org
Harris County Housing Authority
P.O. Box 53028
Houston, TX 77052

Any technical questions concerning the request for proposal should be submitted in writing (by email) to:
Paul.Curry@hchatexas.org

Such questions must be received by the date and time stipulated in the calendar of events. If necessary, written responses to these questions will be posted on the HCHA's website www.hchatexas.org no later than **Thursday, December 07, 2023– 5:00 pm CST**.

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General Information

Harris County Housing Authority (HCHA) is a special purpose governmental entity operating in Harris County, Texas (“County”). HCHA administers the federal Department of Housing and Urban Development (“HUD”) Section 8 housing choice voucher grants. HCHA was authorized to operate by the County through the adoption of an order and resolution of the County Commissioners Court. HCHA’s Executive Director (Chief Executive Officer) is the principal administrator.

HCHA is not considered a component unit of any other governmental entity. The County’s Commissioners Court appoints all of HCHA’s commissioners and may remove commissioners under Texas Local Government Code Chapter 392. However, HCHA has complete legislative and administrative authority.

HCHA is responsible for the development of low-income rental developments, management of publicly owned or assisted housing developments, operations of rent-subsidy programs & rehabilitation of existing housing stock. HCHA serves the unincorporated areas of Harris County.

Regulations pertaining to federally assisted programs are promulgated by HUD. HCHA is a “public housing agency” under HUD regulations.

Attachment I is a list of major federally assisted programs of HCHA.

HCHA’s fiscal year begins on April 1st and ends on March 31st. The last audit was performed for the fiscal year that ended on March 31, 2023. Prior year audit reports and financial statements may be reviewed on HCHA’s website at www.hchatexas.org (About Us / Plans, Policies, Reports / Financial Audits).

In addition to the federally funded housing choice voucher programs, for the purpose of developing affordable housing, through its affiliate (HCHA Redevelopment Authority, Inc.), HCHA indirectly controls and owns multiple limited liability companies (LLCs) that have partnered with private affordable housing developers and investors. Most of these LLCs serve as general partners to limited partnerships owned primarily by the private affordable housing developers and investors. The usual structure of these developments is that HCHA owns the land and enters into a long term ground lease with the limited partnership, which then constructs a multi-family development on the land. Eleven affordable housing developments are structured this way. One affordable housing development is structured with HCHA’s subsidiary LLC being a special limited partner, rather than the general partner. Together, these twelve limited partnerships own 2,186 affordable housing units. The financing of many of these developments is partially accomplished through Low-Income Housing Tax Credits. Each of these twelve limited partnerships performs its own annual audit and the scope of work described below does not include these limited partnerships.

Additionally, HCHA indirectly owns 100% of two affordable housing developments. One of the two has 88 units (Cypresswood Estates) is structured as an LLC whose only member is HCHA Redevelopment Authority, Inc..The other has 100 units (Baybrook Park) is structured as a limited partnership. The general partner is an LLC owned by HCHA and the only limited partner is HCHA Redevelopment Authority, Inc. HCHA Redevelopment Authority, Inc., is a 501(c)(3) corporation. HCHA also formed HCHA Development Corporation which was intended to be a 501(c)(3) corporation, and is a public facility corporation organized under Chapter 303 of the Texas Local Government Code to assist in financing the multi-family development known as Villas at Eastwood. HCHA expects to obtain 501(c)(3) status for HCHA Development Corporation in the near future. The annual audit for these two entities is not within the scope of work described below.

It is not the intent of HCHA to allow for joint proposals or subcontracting.

 **Proposal Content** - A completed proposal must contain the following:

In order to secure information in a form that will ensure that your proposal will be properly evaluated, you are asked to submit your proposal in the format listed below. Standard proposal formats are acceptable provided the following information is included:

- Title page must include the proposal subject, the firm's name, address, phone and fax numbers, email address, and contact person, date of the proposal, Federal I.D., number of the firm, and firm's license number with the State Board of Accountancy.
- A Table of Contents with page numbers.
- A transmittal letter briefly stating the understanding of the work to be done, the commitment to perform the work within the time frame, a statement why the firm believes itself to be the best qualified to perform the engagement and that the proposal is an irrevocable offer for a stated period of time (minimum 90 days).
- Information about the firm. Identifying the personnel from the office who will serve HCHA and responding to the following questions and requests: Does the firm meet all CPA licensing and continuing education requirements? Is the firm independent with respect to HCHA? Provide a copy of the report of the firm's most recent external peer review report as approved by a State Society of CPAs. The firm shall also provide information on the results of any HUD QASS review, other federal or state desk reviews or field review of its audits during the past three (3) years. Provide a copy of the opinion and State Society's acceptance of the review for the engagement partner, manager, and senior staff.
- Provide prior experience in auditing housing authorities, non-profit organizations, and local governments by the audit team. Provide references of at least four housing authorities, local governments, or non-profit clients (with phone numbers and contact persons). The clients listed should be those served by members of the proposed audit team that will be serving HCHA.
- Provide information as to the approach, timing, and work program of the engagement team.
- Briefly discuss your audit approach as to consideration of laws and regulations.
- A proposed work plan and time schedule addressing the scope of work.
- A section detailing the cost for the work, including cost estimates for out-of-pocket expenses and a proposed payment schedule based on the work plan.
- A section identifying the staff that would be assigned to the project, including their background and experience.
- Please indicate the total estimated hours required by classification by the partner, manager, senior, and staff.
- Provide maximum fees (including all out of pocket expense) for each of the first two years and the two renewal periods, broken down in adequate detail so as to evaluate fee response.
- Outline the level of support your firm will require of HCHA's staff.
- Explain fully any prior or pending disciplinary actions against the firm or audit team members. If there have been actions, disclose the results of those actions.

- All Offerors must complete and submit the following forms with their proposal:

Conflict of Interest Questionnaire (CIQ)

M/WBE Participation Form

Bidder's Proposed M/WBE Participation Form

Sample Format for Record Keeping / Estimated Project Workforce Breakdown

Non-Collusive Affidavit

Instructions to Offerors for Non-Construction (Form HUD-5369-B)

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

Certification of Payments to Influence Federal Transactions (Form HUD 50071)

Proposal Period

- Proposed prices are to be firm for ninety (90) days.

Proposal Award

- HCHA wishes to enter into a fixed fee contract to assure that commitments will be met in a professional, effective, and cost-efficient manner. HCHA intends to award the contract pursuant to a “best value” basis, not a “lowest bid” basis. An evaluation committee will review and rank each of the offerors’ proposals using the method of evaluation described in this RFP. HCHA will enter into negotiations with the highest ranked proposal first, and if necessary, any or all of the other proposals and submit the list of ranked offerors to the Executive Director. The Executive Director will make a recommendation to the Board of Commissioners to award a single contract to the most competent, responsive, and responsible offeror in accordance with the proposal evaluation criteria.
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- HCHA reserves the right to accept or reject any or all proposals.
- All Offerors will be notified in writing via e-mail, fax, or mail of the decision rendered.
- A Standard Agreement will be transmitted electronically, faxed, or mailed and shall be the only authorization used.
- A draft Agreement has been included in this RFP for your review. Its terms may be revised to more fully conform to this RFP and to the terms negotiated.

Payments

- Payment will be made to the Offeror within thirty (30) days upon receiving an approvable monthly invoice. The invoice shall state the period and services performed and the amount. Special services, if requested and provided, will be billed via a separate invoice and comprise of a detailed description of the service provided and the date it was provided. HCHA shall notify the Offeror of any adjustments required to be made to an invoice. Invoices should contain an invoice number, remittance address, itemized products and/or services provided, and price as quoted.
- Prior to any and all payments made for goods and/or services provided under this contract, the Offeror must provide their taxpayer identification number or social security number as applicable. This information must be on file with HCHA. Failure to provide this information may result in a delay in payment and/or backup withholdings as required by the Internal Revenue Service.
- HCHA is exempt from all federal, state and local taxes unless otherwise stated in this solicitation. HCHA claims exemption from all sales and/or use taxes under Texas Tax Code 151.309 as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to HCHA.

Scope of Services

The accounting firm currently providing HCHA with audit services is CliftonLarsonAllen LLP, 501 Grant Street, Suite 425, Pittsburgh, PA 15219 Attn: Mandy Merchant. This firm has provided audit services to HCHA for fiscal years 2020 through 2023.

General Requirements

The accounting firm selected to provide audit services (“auditor”) must provide all audit services described below, commencing with HCHA’s fiscal year ending March 31, 2024, in full compliance with the following general requirements.

1. **Audit Standards (Single Audit).** All services must comply with the standards and requirements referenced in the Introduction to this RFP. The services must also be performed in accordance with Generally Accepted Auditing Standards (GAAS) as set forth by the American Institute of Certified Public Accountants (AICPA) and Generally Accepted Governmental Auditing Standards (GAGAS) as issued by the US Government Accountability Office (GAO). The audit also must meet all requirements set forth in Title 2 U.S. code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), or any successor issuance, and/or any HUD or other Federal agency requirement, which are in effect as of the date of the audit onsite fieldwork.
2. **Audit Report.** The auditor will provide one (1) original unbound, one (1) electronic and five (5) bound copies of the audited financial statements including the Single Audit report to the Executive Director.
3. **Retention of Work Papers.** The auditor shall retain work papers for a minimum of five (5) years after the date of issuance of the auditor’s report to HCHA.
4. **Access to Working Papers.** Audit work papers shall be made available upon request by HCHA, HUD, or any other governmental agency having jurisdiction to such request (i.e., Office of Inspector General), and are to be made available to the requested party within 10 days of receipt of such request. All reports rendered to HCHA by the auditor are the exclusive property of HCHA and are subject to HCHA’s use and control, according to applicable laws and regulations.
5. **Inquiries from Successor Auditors.** The audit firms shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing significance.
6. **Compliance with Laws.** The Auditor agrees to be bound by applicable Federal, State, and Local laws, regulations, and directives as they pertain to the performance of the audit contract.

Specific Services

The auditor must provide the following services/tasks for audit services beginning with HCHA’s fiscal year ending March 31, 2024.

1. Perform a financial statement and compliance audit of HCHA in accordance with standards and requirements described above and in the Introduction to this RFP. The statements to be provided by HCHA and audited include the following:
 - a. Statement of Net Position
 - b. Statement of Revenue, Expenses, and Changes in Net Position
 - c. Statement of Cash Flows
 - d. Notes to Financial Statements
 - e. Management Discussion & Analysis
 - f. Schedule of Expenditures of Federal Awards

2. As part of the engagement, the auditor must provide the following reports:
 - a. Independent Auditor's report, including in relation to opinions: (1) Management Discussion and Analysis, (2) Financial Data Schedule, (3) Schedule of Expenditures of Federal Awards
 - b. Independent Auditor's Report on Internal Control over Financial Reporting on Compliance and other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards
 - c. Independent Auditor's Report on Compliance for Each Major Program and Internal Control Over Compliance as Required by the Uniform Reporting Guidance
 - d. Schedule of Findings and Questioned Costs
 - e. Any other report as needed to be compliant with current audit standards and HUD, other Federal agency, and state requirements, including HUD's Capital Fund Grant Close-out Cost Certificates. HUD required reports include but may not be limited to those identified in HUD's Uniform Financial Reporting Standards for Public Housing Authorities.
3. HCHA's Major Programs include but may not be limited to:
 - a. Section 8 Housing Assistance Programs
 - b. Single Resident Occupancy Programs
 - c. Emergency Housing Voucher Programs
 - d. Locally owned units, locally managed units, and local funds
4. Prepare and file IRS Form 990 for HCHA Development Corporation and HCHA Redevelopment Authority, Inc. (Note – HCHA Redevelopment Authority, Inc., is an instrumentality of HCHA and is a 501(c)(3) corporation. HCHA is in the process of addressing the tax exempt status of HCHA Development Corporation. While it is not now recognized as a 501(c)(3) corporation, HCHA intends to apply for that status and seek tax-exempt status for prior years.)
5. Provide with the annual audit, written recommendations made to management which address any findings, observations, opinions, or comments relating to internal controls, financial systems, compliance, or other matters that come to the attention of the auditor during the examination. The management letter shall be provided in draft form prior to publication of the annual financial statement and be discussed with the Executive Director and other appropriate housing agency staff.
6. The auditor will not be involved in submission of the unaudited Financial Data Schedule (FDS) to HUD. The auditor will review any HUD comments provided on the unaudited FDS submission and last year's audited submission and address accordingly.
7. The auditor will perform the HUD required Agreed-upon Procedures related to the submission of the audited FDS upon completion of the audit and if necessary, any re-submission as required by HUD.
8. Attestation by auditors on Financial Data System (FDS) data as to its "fair presentation in relation to audited basic financial statements" in accordance with Government Auditing Standards.
9. An exit conference is required of the auditor upon completion of fieldwork with the Finance Committee to inform them of pertinent findings.
10. A formal presentation of the report by the auditor to the Board of Commissioners is required. The formal presentation can be completed via videoconference.
11. **Audit Timeline** – HCHA's fiscal year ends March 31. The audit for FY 2024 will be required to be performed prior to September 30, 2024, and the audit report must be submitted to HUD by October 31st, 2024. The following timeline will be followed by HCHA and auditor for the completion of HCHA's financial statement and federal program audits.

#	Time Period	Task
1	February	The Board of Commissioners approves the audit engagement, scope, timing, and fees. The audit planning meeting occurs between the auditors and the Executive Director.
2	March 31	Auditor completes bank and investment confirmation – confirming the existence of accounts, loans, or lines of credit.
3	April through June	<ul style="list-style-type: none"> • HCHA closes the fiscal year and prepares audit schedules. • Fee accountant prepares Crosswalk and submits to REAC. • A list of items needed at the start of the onsite field work is communicated from the auditor to the Executive Director and Finance Director
4	July through September	Year-end financial statement audit field work and review takes place. Onsite field work must be completed no later than September 20th.
5	October	<ul style="list-style-type: none"> • Reports - The auditor will submit to HCHA one (1) original unbound, one (1) electronic and five (5) bound copies of the audited financial statements including the audit reports to the Executive Director prior to the January Board Meeting, which is scheduled for the third Wednesday of each month. • The auditor will present the audit to the Board of Commissioners at the October Board meeting. • Final submission to HUD REAC and the Federal Clearinghouse by October 31st.

12. Consultation and Assistance. Provide advice or other services to the Board of Commissioners, Executive Director, or other designated HCHA staff on financial matters when requested. (Up to 100 hours are budgeted for this task). **Note:** These services are outside the scope of the above listed audit services. The auditor may not engage in any consultation or assistance services where the auditor would lose their independence status and therefore be unable to provide audit services. It is expected all consultation and assistance services will be performed offsite. Consultation and Assistance services must be approved by HCHA in writing before being rendered and billed.

HCHA Responsibilities

- The Executive Director has the responsibility for the oversight of the audit and coordination with the Board of Commissioners as necessary.
- The Executive Director/Finance Director serves as the liaison with the auditors and has responsibility for coordinating the financial statements and single audits for HCHA.
- The Executive Director/Finance Director coordinates the preparation of financial processes and internal control descriptions and the audit schedules utilized by the auditors during the audit process.
- The audited Financial Data Schedule (FDS) is prepared by the fee accountant and is reviewed and submitted by HCHA and auditor, respectively.

HCHA will provide the following GAAP-based statements and schedules to the auditor:

- Final trial balances of all funds with appropriate reconciliation of control accounts to detail records.
- Preliminary Financial Data Schedule (FDS).

- Financial Statement drafts including footnotes and supplemental schedules.
- Management Discussion & Analysis.

Auditor Responsibilities

- The audit senior or manager will provide the Executive Director with timely reports during field work should any questions, concerns, potential findings, questioned costs, reportable conditions, weaknesses, or deficiencies, which is identified by the audit firm staff.
- The auditor will substantially complete the audit work and the engagement manager and engagement partner, to the fullest extent possible, will review the audit work papers prior to the audit team leaving the field.
- The auditor will inform HCHA about the nature of the proposed management letter comments or single audit exceptions before completing the audit field work.
 - a. The auditor will keep confidential HCHA data and information and such information will not be used for any purpose other than to perform the agreed-upon services.

Evaluation of Audit Proposals

1. Evaluation Committee – Proposals received will be evaluated by an Evaluation Committee that will make a recommendation to the Board of Commissioners. The Evaluation Committee will use a two-step method when reviewing proposals.

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.

- Is the firm properly licensed?
- Is the firm independent?
- Has disciplinary action been taken or pending against the firm?

Step 2. Proposals will be evaluated using the following technical criteria. Proposals should address each question.

Criteria	Y/N
Is the firm properly licensed to do business in the State of Texas?	
Is the firm independent?	
Has disciplinary action been taken or pending against the firm?	
Criteria	Points
Does the firm have a quality control program to help ensure adherence to high professional standards?	10
Does the firms 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 audit?	20
Will the firm be able to meet HCHA's deadline? Do the number of hours or fees indicated by the firm to complete the audit and other related tasks to fully complete the audit engagement 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 audited other Housing Authorities? If so, please list the Housing Authorities and indicate if we may contact them.	10
Will the field personnel to be assigned to the engagement have previous Housing Authority or local government experience? How experienced and credentialed are the staff members that will be involved in the audit? 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 Housing Authorities?	10
Has the firm's experiences with HCHA or other housing authority(s), if any been acceptable?	10
TOTAL	120

Other Terms and Conditions

1. WITHDRAWAL OF RFP

Proposals may be withdrawn before the RFP submittal deadline by submitting a written request to Paul Curry (Paul.Curry@hchatexas.org). Re-submittal before the RFP submittal deadline can be made; however, they may not be re-submitted after the deadline.

2. RFP COSTS

All costs incurred in the preparation and presentation of the RFP shall be completely absorbed by the responding party to the RFP. All documents submitted as part of the RFP will become the property of HCHA. Requests for specific material to be returned will be considered. Any material submitted that is confidential must be clearly marked as such.

3. COMPLIANCE WITH LAWS

The selected firm agrees to be bound by applicable Federal, State and Local laws, regulations and directives as they pertain to the performance of the audit contract.

4. AWARD BASIS

At the option of HCHA, finalists may be selected for a final round of negotiations; however, vendors are encouraged to present their best offers with their initial submission. HCHA reserves the right to accept or reject any and all proposals, to waive any irregularities in any proposal process, and to make an award of contract in any manner in which HCHA, acting in the sole and exclusive exercise of its discretion, deems to be in HCHA's best interest. The award of the contract will not necessarily be made to the firm offering the lowest price.

5. CONTRACTUAL DEVELOPMENT

If a proposal is accepted, HCHA intends to enter into a contractual agreement with the selected bidder. Contract discussion and negotiation will follow the award selection. Bidders must be amenable to inclusion, in a contract, of any information provided whether herein or in response to this RFP or developed subsequently during the selection process.

6. WORK PRODUCT

- a. All work papers prepared in connection with the contracted services will remain the property of the successful bidder. The work papers must be retained for a period of five years and be made available to HCHA upon request.
- b. All reports rendered to HCHA are their exclusive property and subject to their use and control.

7. INDEPENDENT CONTRACTOR

The successful bidder and its agents, officers and employees shall act at all times in an independent capacity during the term of the agreement and in the performance of the services to be rendered, and shall not act as, and shall not be, and shall not in any manner be considered to be agents, officers or employees of HCHA.

8. ASSIGNMENT

The successful offeror/contractor shall not assign any right, nor delegate any duty for the work and services to be provided under this RFP (including, but not limited to, selling or transferring the contract) without the prior written consent of HCHA. Any purported assignment of interest or delegation of duty, without the prior written consent of HCHA is void and may result in the cancellation of the contract with HCHA and may require the refund of any funds paid.

7. CONTRACT TERMS

You are invited to submit a proposal for audit for a two-year period with an option to renew for a third and fourth year. The options to renew may be exercised by HCHA at its sole discretion. The audits to be performed for the initial two-year period are for the fiscal years ending March 31, 2024, and March 31, 2025.

HCHA may terminate the audit 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 the performance of HCHA's activities. HCHA will provide thirty (30) days written notice of termination.

All HUD required contract terms will be included in the agreement between HCHA and you. Whether required or not, all terms in Form HUD 5370-C Section 1 will be included. All terms required under Texas law, including those prohibiting discrimination against certain businesses, will also be included.

HCHA also reserves the right to request changes in the selected firm's representation if, at our discretion, assigned personnel are not satisfying the needs of HCHA.

8. PAYMENT TERMS

HCHA will make progress payments for the compensation for services, as included in the accepted proposal, up to fifty percent (50%) of the total contract. The remaining fifty percent (50%) shall be payable after submission of the Audit Report and after acceptance and approval by HUD-REAC.

9. INFRINGEMENT AND INDEMNIFICATION

The firm awarded this contract agrees to protect, defend and hold harmless HCHA against any demand for payment for the use of any patented materials, process, article, or device that it may enter into the

rendering of the necessary services. Furthermore, the selected firm agrees to indemnify and hold harmless HCHA and its Board of Commissioners and employees from suits or actions of every nature and description arising out of, or in connection with, the performance of this contract, or on account of any injuries or damages received or sustained by a party or parties by or from any act of the selected firm, or its agents.

10. EQUAL OPPORTUNITY

HCHA emphasizes that all respondents will receive full consideration without regard to race, color, religion, sex, national origin, sex, disability, age, or sexual orientation. Minority and women-owned firms are especially encouraged to respond to this RFP.

11. ETHICS POLICY

Each firm submitting a proposal, and all employees of that firm who may provide services to HCHA, must read, be familiar with, and agree to comply with HCHA's Ethics Policy if awarded the contract. (A copy of HCHA's Ethics Policy may be found at hchatexas.org.) Submission of a proposal constitutes the firm's agreement to comply with HCHA's Ethics Policy.

12. LIMITATIONS

HCHA reserves the right to reject any and all proposals and to waive any informality in the procurement process.

Calendar of Events

Listed below are the important actions and dates/times by which the actions must be taken or completed. If HCHA finds it necessary to change any of these dates, it will be done by addendum. Addendum(s) issued in regard to this RFP will be posted on HCHA's website. It is the responsibility of the Offeror to check the website for any/all addendum(s) issued.

Issue Date	November 12, 2023
Deadline for questions regarding RFP	December 05, 2023, 2:00 pm CST
HCHA responses to questions	December 07, 2023, 5:00 pm CST
Proposal submission deadline	December 14, 2023, 5:00 pm CST

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

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

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

- (2) the vendor:

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

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

or

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

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

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

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

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

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

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

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

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

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

- (1) the date that the vendor:

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

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

- (2) the date the vendor becomes aware:

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

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

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



M/WBE PARTICIPATION

M/WBE PARTICIPATION: The consultant agrees to make its best efforts to subcontract with minority business enterprises and/or women business enterprises (herein called M/WBE) certified as such or recognized by HCHA as a certified M/WBE. Consultant shall make its best efforts to subcontract a sufficient dollar amount with M/WBEs to ensure that a minimum of 30 percent of the final contract dollars are expended on one or more M/WBEs. All adjustments that cause the contract price to increase will also increase the total amount that Consultant must make its best efforts to expend on M/WBEs.

USING BEST EFFORTS TO FULFILL M/WBE REQUIREMENT: In the event HCHA has a reasonable belief that Consultant will not use his/her/its best efforts to meet the 30 percent M/WBE participation goal, HCHA reserves the right to pull work from the contract. Best efforts may be established by showing that Consultant has contacted and solicited bids/quotes from subcontractors and worked with HCHA to seek assistance in identifying M/WBEs.

FAILURE TO USE YOUR BEST EFFORTS TO COMPLY MAY CONSTITUTE BREACH OF CONTRACT AND SUBJECT THE CONTRACT TO TERMINATION.

NOTIFICATION OF M/WBE PARTICIPATION: Consultant agrees to promptly complete and return all M/WBE Confirmation of Participation and M/WBE Confirmation of Payment forms utilized by HCHA to confirm M/WBE subcontractor by submitting copies of checks made payable to the respective M/WBE subcontractor signed by the successful Offeror.

CONSULTANT

DATE



P.O. Box 53028
Houston, Texas 77052
713-578-2100
www.hchatexas.org

BIDDER'S PROPOSED M/WBE PARTICIPATION FORM

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

Name of Participant	M/WBE	Certifying Entity (City/Metro/HISD)	Percent of Total Work

SAMPLE FORMAT FOR RECORDKEEPING
ESTIMATED PROJECT WORKFORCE BREAKDOWN

M/WBE PARTICIPATION

Job Category	Total Estimated Positions Needed For Project	Number Positions Occupied By Permanent Employees	Number of Positions Not Occupied	Number of Positions To Be Filled With M/WBE
Officer / Supervisor				
Professional				
Technical				
Office / Clerical				
Service Workers				
Trainees				
Contracts:				
Others				

Company

Project Name

Person Completing Form

Date



P.O. Box 53028
Houston, Texas 77052
713-578-2100
www.hchatexas.org

FORM OF NON-COLLUSIVE AFFIDAVIT

STATE OF TEXAS

COUNTY OF HARRIS

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

(a partner or officer of the firm of, etc.)

of the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person to fix the bid price or affiant or of any other Offeror, or to fix any overhead, profit, or cost element of said bid price, or of that of any other Offeror, or to secure any advantage against

HARRIS COUNTY HOUSING AUTHORITY

or of any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

Signature of Offeror, if Offeror is an Individual

Signature of Offeror, if Offeror is a Partnership

Signature of Officer, if Offeror is a Corporation

Subscribed and sworn to before me this ____ day of _____, 201__

Notary Public

My Commission expires: _____

Instructions to Offerors Non-Construction

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



- 03291 -

1. Preparation of Offers

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

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

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

2. Submission of Offers

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

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

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

3. Amendments to Solicitations

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

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

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

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

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

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

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

6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

F

(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:]

Certifications and Representations of Offerors

Non-Construction Contract

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

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

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offerors to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

- (iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

4. Organizational Conflicts of Interest Certification

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:
- (i) Award of the contract may result in an unfair competitive advantage;
 - (ii) The Contractor's objectivity in performing the contract work may be impaired; or
 - (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.
- (b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.
- (d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

Certification of Payments to Influence Federal Transactions

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

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

Applicant Name

Program/Activity Receiving Federal Grant Funding

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

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

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

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

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

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

Name of Authorized Official

Title

Signature

Date (mm/dd/yyyy)

ATTACHMENT I
HOUSING AUTHORITY OF HARRIS COUNTY
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS - ESTIMATED
FOR THE YEAR ENDED March 31, 2022

Federal Grantor/Pass-Through Grantor/ Program or Cluster Title	Assistance Listing Number	Pass-Through Identifying Number	Federal Expenditures
U.S. Department of Housing and Urban Development			
Direct:			
Housing Voucher Cluster:			
Section 8 Housing Choice Vouchers	14.871	N/A	\$ 52,845,367
Emergency Housing Vouchers	14.EHV	N/A	197,203
COVID-19 HCV Cares Act Funding	14.HCC	N/A	<u>1,124,800</u>
Total Housing Voucher Cluster			54,167,370
Section 8 Project-Based Cluster:			
Section 8 Moderate Rehabilitation Single Room Occupancy	14.249	N/A	<u>330,572</u>
Pass-through from Harris County, Texas:			
Community Development Block Grants - Disaster Recovery:	14.228	Unknown	
Beginning Loan Balance			4,154,444
Current Year Loan Disbursements			<u>14,646,468</u>
Total Community Development Block Grants - Disaster Recovery			18,800,912
Total Expenditures of Federal Awards			<u>\$ 73,298,854</u>

ATTACHMENT J

Schedule of Professional Fees and Expenses for the Audit
of the March 31, 2024, Financial Statements

Name of audit firm: _____

Rates	Hours	Hourly	Total
Partners	_____	_____	_____
Staff Accountants	_____	_____	_____
All other staff	_____	_____	_____
Out of pocket costs			_____
Total all-inclusive maximum price for the March 31, 2024 audit:			\$ _____

ATTACHMENT K

Schedule of Professional Fees and Expenses for the Audit
of the March 31, 2025, Financial Statements

Name of audit firm: _____

	Hours	Hourly	Total
Rates			
Partners	_____	_____	_____
Staff Accountants	_____	_____	_____
All other staff	_____	_____	_____
Out of pocket costs			_____
Total all-inclusive maximum price for the March 31, 2025 audit:			\$ _____

ATTACHMENT L

FINANCIAL STATEMENT & COMPLIANCE AUDIT SERVICES AGREEMENT (Audit Services, Tax Returns for Exempt Organizations and Other Services)

This Financial Statement & Compliance Audit Services Agreement (“Agreement”) is between _____ (“Contractor”) and **Harris County Housing Authority** (“HCHA”).

RECITALS

HCHA solicited proposals using its Request for Proposals No. 23-_____ (“RFP”) for audit services, accounting services, tax return preparation, and other accounting services for HCHA. The scope of the services to be provided were identified in 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 each response 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. The Services must conform to and include the General Scope of Services, as set forth in the RFP and in the annual engagement letters agreed to by the Parties. The following terms also govern Contractor’s obligation to deliver the Services to HCHA:
 - A. The Contractor must provide all Services in accordance with and comply with all applicable and appropriate standards, including but not limited to Generally Accepted Auditing Standards and Generally Accepted Government Auditing Standards.
 - 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 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.** **COMPLETE AS APPROPRIATE BASED ON CONTRACT AWARD.** 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, requires keeping and maintaining records for a longer period, Contractor will keep and maintain all records for the longer period.

5. **GOVERNING DOCUMENTS.** 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 identify the services performed and the period during which the services were performed. Each invoice must contain adequate information to confirm Contractor is invoicing for the amount expressly allowed under this Agreement. The form of each invoice must be acceptable to HCHA's Finance Director. 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 will 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 that law, 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 to the best of its knowledge 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 - Scope of Services) for HCHA's fiscal years 2024 and 2025. The Services must be delivered within the time set forth above. HCHA has two options to renew this Agreement to include delivery of the Services for fiscal year 2026 and fiscal year 2027. 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)

Exhibit D: Conflict of Interest Questionnaire (CIQ form)

If any of the above exhibits/documents identified above were not completed as of the Effective Date, before commencement of any work, Contractor shall complete the exhibits/documents as appropriate. *(The failure to complete the CIQ form constitutes Contractor's affirmative representation that no conflict of interest exists and Contractor is not required to complete or file this form with HCHA.)*

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 email to the parties' address set out below. (Notice by email is only permitted if an email address is set forth below.)

To Contractor at:

To HCHA at:

Harris County Housing Authority
P.O. Box 53028
Houston, Texas 77052
ATTN: Executive Director

HCHA may send all payments required under this Agreement to Contractor's address set forth above. Notice by email will not be effective unless the sender retains a printed or electronic image of the email sent with a copy of the notice sent (if the notice is an attachment to the email), 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.**

- A. State Prohibitions. If applicable, Contractor warrants and represents, in accordance with Tex. Gov't Code Ann. § 2271.002 and § 2274.002 (both iterations), that:

- (i) Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement;
- (ii) Contractor does not boycott energy companies and will not boycott energy companies during the term of this Agreement; and
- (iii) 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.

B. State Ethics Disclosure. Prior to execution of the Agreement, Contractor shall, as an update, complete Form 1295 in accordance with Tex. Gov't Code Ann. § 2252.908 concerning "Interested Parties." This form must be filed electronically by visiting the website of the Texas Ethics Commission at ethics.state.tx.us and selecting the "Filing Reports" tab. Contractor warrants and represents that at the time this Agreement is signed all the information on the form is complete and accurate.

C. No Federal Exclusion. Contractor warrants and represents that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any Federal programs, including but not limited to the following: Department of Health and Human Services (DHHS); Office of Inspector General (OIG) - List of Excluded Individuals & Entities (LEIE); U.S. General Services Administration (GSA) – Excluded Parties List System (EPLS); All States (50) Health & Human Services Commission Medicaid OIG Sanction List; Government Terrorist Watch List (OFAC / Patriot Act); Department of Commerce, Bureau of Industry and Security, Denied Persons List; and Department of Homeland Security, Immigration and Customs Enforcement (ICE) Most Wanted. Contractor must immediately notify HCHA of any such exclusion or suspension. Contractor warrants and represents that it is in good standing with all State and Federal agencies that have a contracting or regulatory relationship with HCHA. Contractor warrants and represents that no person who has an ownership or controlling interest in Contractor's business or who is an agent or managing employee of Contractor has been convicted of a criminal offense related to involvement in any federal program.

AGREED to as of _____, 2023 (the Effective Date) by:

HARRIS COUNTY HOUSING AUTHORITY

By: _____

Name: _____

Title: _____

By: _____

Melissa Quijano, Acting Executive
Director/CEO

Date signed: _____, 2023

Date signed: _____, 2023