

HARRIS COUNTY HOUSING AUTHORITY

REQUEST FOR QUALIFICATIONS

Construction Contractors

For The

Amy Young Barrier Removal Housing Repair Program

RFQ No. 13-09

The Harris County Housing Authority (HCHA) hereby solicits pre-qualification submittals from interested construction contracting firms to provide construction services associated with the Amy Young Barrier Removal (AYBR) Housing Repair Program. *This RFQ contains submission requirements and other pertinent information for submitting a proper and responsive proposal.* RFQ No. 13-09 will be posted on and can be downloaded from the HCHA's website www.hchatexas.org.

The Harris County Housing Authority AYBR Housing Repair Program provides for home modifications necessary for accessibility improvements and addressing housing related health and safety hazards. The maximum amount of modifications cannot exceed \$20,000.00 in hard/soft costs.

All contractors interested in participating in the AYBR Program must fully complete a Request for Contractor Approval submittal, provide all materials requested herein, and be approved by HCHA to be on the HCHA – AYBR Housing Repair Program Eligible Contractors List.

Prospective contractor(s) desiring any explanation or interpretation of the solicitation must request it in writing no later than 4:00 P.M. (CST) October 15, 2013, Attn: Horace Allison, AIA, Harris County Housing Authority, 8933 Interchange Houston, Texas 77054. All amendment(s) to this solicitation, if issued, will be posted on the HCHA's website.

*Responses must be received by **October 22, 2013, 3:00 P.M. (CST)**. Responses must be emailed to RFP@hchatexas.org or submitted in a sealed envelope and labeled as follows:*

Amy Young Barrier Removal Program
Construction Contractors
RFQ No. 13-09

NAME OF OFFEROR

If mailed, the RFQ submission must be addressed to:

Horace Allison, AIA
c/o Harris County Housing Authority
8933 Interchange Houston, TX 77054

Date: 10-2-2013

Horace Allison, AIA

Horace Allison, AIA
Chief Development Officer

RFQ 13-09
Harris County Housing Authority
Amy Young Barrier Removal – Housing Repair Program
Request for Contractor Approval

All contractors invited to bid on the Amy Young Barrier Removal (AYBR) Program work must meet the qualifications of the Harris County Housing Authority (HCHA) – Amy Young Barrier Removal Housing Repair Program.

Contractors must be eligible to receive contracts through federal, state, and county programs in accordance with the policies and procedures of the Texas Department of Housing and Community Affairs – Housing Trust Fund Program as enforced by HCHA and in accordance with the Title 24 Code of Federal Regulations (C.F.R) part 24.

The Contractor must provide the following to the HCHA office in order to be considered for approval to be placed on the “HCHA – AYBR Housing Repair Program Eligible Contractors List”:

- 1. Return the attached Contractor Qualification Application and Questionnaire (QAQ). The QAQ must be signed, dated, and all sections completed.**
- 2. Return completed and signed “Request for Verification of Deposit” form (attached).**
- 3. Certificates of insurance¹ as indicated below as a minimum:**
 - a. Contractor’s and Subcontractor’s property damage coverage in the minimum amount of \$100,000.00;**
 - b. Contractor’s Liability Coverage (bodily Injury) in the minimum amount of \$300,000.00;**
 - c. Workers’ Compensation (statutory limits);**
 - d. Harris County Housing Authority must be named insured/certificate holder on all insurance policies to be notified regarding renewal or cancellation (see footnote below).**
- 4. Financial statement (Profit & Loss, Cash Flow, Trial Balance and Balance Sheet).**
- 5. Bank Statements for the last two months must be submitted.**
- 6. Affidavit of No Lien completed and notarized.**
- 7. Complete and return all Attachments**

In addition, each application will be evaluated on the basis of the company’s prior work history, credit status, financial standing and insurance requirements. Your firm will be notified by letter should your company be approved. All approved contractors are required to attend the Annual Contractor’s Orientation Seminar which outlines the procedures and guidelines that a Contractor must follow when participating in the HCHA – AYBR Housing Repair Program.

Please return all the above documentation to:

Harris County Housing Authority
Attn: Horace Allison, AIA
8933 Interchange Drive
Houston, Texas 77054

¹ If approved to participate in the program, new certificates of Insurance will be required with HCHA and Homeowner named as the insured/certificate holder on all policies for renewal and cancellation notification purposes.

Telephone Number: (713) 578-2100

Contractor Qualification Application Checklist

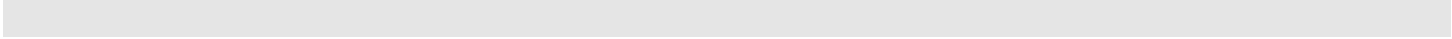
- Contractor's Qualification Application Form
 - Contractor's Questionnaire
 - Request for Verification of Deposit
 - Certificates of Insurance
 - Financial Statement
 - Bank Statements (last 2 months)
 - Affidavit of No Lien
-

- All Attachments

For HCHA Office Use Only:

Date received: _____

By: _____



Contractor Qualification Application Form

1) **Company Name** _____

2) **Company Address** _____

City, State, Zip _____

3) **Phone Number:** _____ **Fax #** _____

4) **Company E-mail Address:** _____

5) **Applicant is:** Corporation Sole Proprietorship

Partnership Joint Venture

6) Principals of Firm

Name _____ Title _____

Home Address _____ SSN# _____

City, State, Zip _____ Telephone _____

Name _____ Title _____

Home Address _____ SSN# _____

City, State, Zip _____ Telephone _____

Name _____ Title _____

Home Address _____ SSN# _____

City, State, Zip _____ Telephone _____

7) History of Company

Number of Years in Business _____

8) **Federal ID No.** _____

9) Insurance (Attach Copy of Current Insurance Certificate)

Company _____ Agent _____

Address _____ Telephone _____

<u>Type</u>	<u>Policy No.</u>	<u>Limits of Liability</u>
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Property Damage	_____	_____
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Liability	_____	_____
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Workers' Compensation _____

10) Banking Information

Bank	Address	Account	Type of Account
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_____	_____	_____	_____
_____	_____	_____	_____

11) List three (3) most recent suppliers that you have used:

Name of Supplier	Type of Materials	Telephone No.	Contact Person
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_____	_____	_____	_____
_____	_____	_____	_____

Subcontractor	Trade	Telephone No.	Contact Person
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_____	_____	_____	_____
_____	_____	_____	_____

12) List three (3) most recently completed projects:

Name _____	Telephone _____
Address _____	City, State, Zip _____
Type of Job _____	Contract Price \$ _____ Date completed _____

_____	_____
_____	_____

Name _____	Telephone _____
Address _____	City, State, Zip _____
Type of Job _____	Contract Price \$ _____ Date completed _____

_____	_____
_____	_____

Name _____	Telephone _____
Address _____	City, State, Zip _____
Type of Job _____	Contract Price \$ _____ Date completed _____

_____	_____
_____	_____

CONTRACTOR Questionnaire

Please respond to the following questions regarding your firm's financial status:

1. Has your firm been denied credit within the last sixty (60) days?

YES _____ NO _____

2. Indicate if your firm has been involved or a party to any of the following actions (within the last seven to ten years):

a. Judgments: YES _____ NO _____

If yes, attach proof and provide an explanation of current status below:

b. Satisfied judgments: YES _____ NO _____

If yes, attach proof and provide an explanation of current status below:

c. Tax Liens: YES _____ NO _____

If yes, attach proof and provide an explanation of current status:
If no, provide completed affidavit as attachment to this application.

d. Bankruptcy Proceedings:
Dismissals YES _____ NO _____

Discharges YES _____ NO _____

If yes, provide a copy of all current documentation to support the current status and a copy of the current plan.

3. Does your firm have certificates of insurance with the following minimum coverage amounts:

a. \$100,000 for property damage coverage? Yes _____ No _____

b. \$300,000 for liability coverage (bodily injury)? Yes _____ No _____

4. Does your firm have a current worker’s compensation insurance policy within the statutory limits as required by law? Yes _____ No _____

5. In the last five (5) years, has your firm ever failed to complete a contract? Yes _____ No _____
 If yes, why? _____

6. At any time in the last five (5) years, has your firm or any of its owners or officers been convicted of a crime involving the awarding of contract of a government construction project, or the bidding or performance of a government contract? Yes _____ No _____

7. In the last five (5) years has your firm, or any firm which your company’s owners, officers, or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency project for any reason? Yes _____ No _____

8. Has your firm or any of its owners, officers, or partners ever been convicted of a crime involving any federal, state or local law related to construction? Yes _____ No _____

9. List any real estate in Harris County owned either personally by any of your firm’s owners, officers, or partners, or through partnership, joint venture, or other legal entity associated with your firm:

Title Holder	Address

10. Is your firm or any of its officers delinquent in payment of property taxes to Harris County?
 Yes _____ No _____

Note: Failure to pay Harris County property taxes or current property tax delinquency will disqualify any contractor from participation in the Harris County Housing Authority – AYBR Housing Repair Program.

THE UNDERSIGNED CERTIFIES THAT ALL INFORMATION IN THIS STATEMENT AND ALL INFORMATION FURNISHED IN SUPPORT OF THIS STATEMENT IS TRUE AND COMPLETE TO THE BEST OF THE UNDERSIGNED’S KNOWLEDGE AND BELIEF.

 Signature

 Title

 Date

Signature

Title

Date

CERTIFICATION & AGREEMENT BY CONTRACTOR FOR QUALIFICATION

RIGHT TO FINANCIAL PRIVACY ACT: This is to notify you, as required by the Fight to Financial Privacy Act of 1978, that the Harris County Housing Authority (HCHA) (in accordance with the policies and procedures of the Texas Department of Housing and Community Development – Housing Trust Fund Program) has a right of access to financial records held by any financial institution in connection with the consideration of your application for the HCHA - AYBR Housing Repair Program Eligible Contractor’s List. Financial records involving your transactions will be available to HCHA without further notice of authorization but will not be disclosed or released to another Governmental Department or Department without your consent except as required or permitted by law.

PENALTY FOR FALSE OR FRAUDULENT STATEMENT: U.S.C. Title 18, Sec. 1001 provides: “Whoever in any matter within the jurisdiction of any department or Department of the United States knowingly and willfully falsifies . . . or makes any false, fictitious or fraudulent statement or representation, or makes any false writing or document knowing the same to contain any false, fictitious, or fraudulent statement or entry, shall be fined not more than \$10,000.00 or imprisoned not more than five years, or both.

THE UNDERSIGNED CERTIFIES THAT ALL INFORMATION IN THIS APPLICATION AND ALL INFORMATION FURNISHED IN SUPPORT OF THIS APPLICATION IS TRUE AND COMPLETE TO THE BEST OF THE UNDERSIGNED’S KNOWLEDGE AND BELIEF.

VERIFICATION OF ANY OF THE INFORMATION IN REGARD TO THIS APPLICATION MAY BE OBTAINED FROM ANY SOURCE REQUIRED OR NAMED HEREIN.

Signature

Title

Date

Signature

Title

Date

AFFIDAVIT OF NO LIEN

STATE OF _____

COUNTY OF _____

Before me, a duly commissioned Notary Public within and for the State and County aforesaid, personally appeared _____ who, after being duly sworn as required by law, deposes and says:

1. That _____ is a principal officer/owner or authorized representative [title] of _____ [firm] and that _____ [said firm] is a Building, Remodeling or Construction Company which is applying for approval to perform construction services under the HCHA - AYBR Housing Repair Program funded under the Texas Department of Housing and Community Development-Housing Trust Fund Program.

SEE EXHIBIT "A" ATTACHED HERETO

or

[Name of company]

2. That _____ is not the subject to any assessment of tax liens or liabilities resulting from its operations; and/or bankruptcy, creditor's reorganization or insolvency proceeding and none are pending, contemplated or threatened, or that any exceptions or extenuating circumstances to this part have been noted in under part seven (6) of this exhibit.

3. That _____ has possession of the all if its business property and that there is no other person in possession or has any right in its business property; or that any exceptions or extenuating circumstances to this part have been noted in under part seven (6) of this exhibit.

4. That there are no unrecorded labor, mechanic's or materialmen's liens against the businesses' assets or property and no material has been furnished or labor performed on the businesses' property which has not been paid in full; or that any exceptions or extenuating circumstances to this part have been noted in under part seven (6) of this exhibit.

5. That there are no claims whatsoever of any kind or description against any fixtures or equipment located at the premises of the principal place of business outside the normal course of financing or leasing of the principal place of said businesses' premises or its equipment; or that any exceptions or extenuating circumstances to this part have been noted in under part seven (6) of this exhibit.

6. All exceptions to part(s) 1 through 5 above have been fully noted and explained below:

7. That this affidavit is made for the purpose _____

[signature]

Subscribed and sworn to before me this ___ day of _____, 20__.

My commission expires _____

NOTARY PUBLIC

ATTACHMENT A
Conflict of Interest Questionnaire (CIQ)

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor or other person doing business with local governmental entity		
<p><small>This questionnaire reflects changes made to the law by H.B. 1491, 86th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship, as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</small></p> <p><small>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 person becomes aware of facts that require the statement to be filed. See Section 176.008, Local Government Code.</small></p> <p><small>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</small></p>	OFFICE USE ONLY Date Received	
<p>1 Name of person who has a business relationship with local governmental entity.</p>		
<p>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 the originally filed questionnaire becomes incomplete or inaccurate.)</p>		
<p>3 Name of local government officer with whom filer has employment or business relationship.</p> <p align="center">_____</p> <p align="center">Name of Officer</p> <p><small>This section (Item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</small></p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>		
<p>4</p> <p align="center">_____ Signature of person doing business with the governmental entity</p> <p align="center">_____ Date</p>		

Adopted 06/29/2007

ATTACHMENT B

M/WBE Participation

M/WBE PARTIPATION FORM

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

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

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

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

CONSULTANT

DATE

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

M/WBE PARTICIPATION

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

Company

Project Name

Person Completing Form

Date

ATTACHMENT C

AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS

41 CFR 60-741.4

41 CFR 60-250.4

- (a) The Consultant will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Consultant agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.
- (b) The Consultant agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (c) In the event of the Consultant's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (d) The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice in a form to be prescribed by the Chief Development Officer, provided by or through the **HCHA**. Such notices shall state the Consultant's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- (e) The Consultant will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract or other understanding, that the Consultant is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- (f) The Consultant will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontract or vendor. The Consultant will take such action with request to any subcontract or purchase orders as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

The Consultant will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam Era in regard to any position for which the employee or applicant for employment is qualified.

The Consultant shall comply with the affirmative action clause prescribe in 41 C.F.R. Section 60-250.4(a) through (m) and the regulations contained in part 60-250.

ATTACHMENT D

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

Instructions to Offerors Non-Construction

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



- 03291 -

1. Preparation of Offers

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

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

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

2. Submission of Offers

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

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

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

3. Amendments to Solicitations

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

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

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

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

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

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

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

6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

7. Contract Award

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

(b) The HA may

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

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

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

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

8. Service of Protest

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

9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]

ATTACHMENT F

CERTIFICATIONS and REPRESENTATIONS of OFFERERS
for NON-CONSTRUCTION CONTRACTS (Form HUD-5369-C)

**Certifications and
Representations
of Offerors
Non-Construction Contract**

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

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

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

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

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

4. Organizational Conflicts of Interest Certification

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:
 - (i) Award of the contract may result in an unfair competitive advantage;
 - (ii) The Contractor's objectivity in performing the contract work may be impaired; or
 - (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.
- (b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the IIA 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 IIA 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 PIIA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

ATTACHMENT G

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.)

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

THE HARRIS COUNTY HOUSING AUTHORITY

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

Signature of Bidder, if Bidder is an Individual

Signature of Bidder, if Bidder is a Partnership

Signature of Officer, if Bidder is a Corporation

Subscribed and sworn to before me this ____ day of _____, 2003

Notary Public

My Commission expires: _____

HARRIS COUNTY HOUSING AUTHORITY

8933 Interchange Houston, Texas 77054 | 713.669-4514 P |

AMENDMENT OF SOLICITATION

AMENDMENT # 1

DATE: 10-16-13

(Original Signed)

ISSUED BY: HORACE ALLISON, AIA, Chief Development Officer

AMENDMENT TO SOLICITATION NUMBER: REQUEST FOR QUALIFICATIONS # 13-09

Construction Contractors for the Amy Young Barrier Removal Housing Repair Program

THE DATE AND TIME SPECIFIED FOR RECEIPT OF PROPOSALS IS **CHANGED** TO **(October 29, 2013, 3:00 PM (CST))**.

THE SOLICITATION MENTIONED ABOVE IS AMENDED AS SET FORTH ABOVE AND BELOW. PROPOSERS MUST ACKNOWLEDGE RECEIPT OF THIS AMENDMENT PRIOR TO THE HOUR AND DATE SPECIFIED FOR RECEIPT OF PROPOSALS BY SIGNING THIS FORM BELOW.

DESCRIPTION OF AMENDMENT

Q & A

Question: Can you elaborate on the extent of the program? Do you have an estimate on how many houses/residences will receive modifications?

Response: *The AYBR Housing Repair Program is targeted to households that are disabled and require accessibility, health and safety home modifications i.e. ramps, rolling shower, grab bars, ADA compliant water closets, kitchen and bath modifications, repairs of exterior envelope, removal/correction of health and safety hazards. The AYBR Program is a competitive program funded by the Texas Department of Housing Community Affairs – Housing Trust Fund*

and provide up to \$20,000 in soft and hard costs. The HCHA cannot guarantee the exact number of households it may assist. However, we are anticipating serving approximately 5 to 10 households dependent on approved funding.

Proposer/Respondent _____

Date: _____.

Name

Signature