



Austin Housing Finance Corporation

REQUEST FOR PROPOSALS (RFP)

SOLICITATION NO: 2016AHFC003

DATE ISSUED: March 28, 2016

REQUISITION NO.: N/A

COMMODITY CODES: 92442

**FOR CONTRACTUAL AND TECHNICAL
ISSUES CONTACT:**

John Hilbun
Contract Development Analyst
(512) 974-1054
john.hilbun@austintexas.gov

COMMODITY/SERVICE DESCRIPTION:
Credit Counseling Services for Flood Victims

PRE-PROPOSAL MEETING TIME AND DATE:
1:00 PM, April 4, 2016 (*non-mandatory*)

LOCATION: 1000 E. 11th St, Suite 200A, Austin, TX
78702

PROPOSALS DUE PRIOR TO:
3:00 PM, Monday, April 18, 2016

LOCATION: Austin Housing Finance Corporation
Attn: John Hilbun
1000 E. 11th St., Suite 200
Austin, TX 78702

NOTE: Offers must be received and time stamped in Suite 200 prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in Suite 200 prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.

SUBMIT 1 ORIGINAL AND 6 COPIES OF YOUR RESPONSE

*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 2 OF THIS
DOCUMENT*****

AHFC reserves the right to accept or reject, in part or whole, any quote submitted and to waive any minor technicalities for the best interest of AHFC.

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

Table of Contents

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	2
0200	SOLICITATION INSTRUCTIONS	5
0300	STANDARD PURCHASE TERMS AND CONDITIONS	13
0400	SUPPLEMENTAL PURCHASE PROVISIONS	2
0500	SCOPE OF WORK	3
0600	QUOTE SHEET – Complete and return with bid*	3
0700	REFERENCE SHEET – Complete and return with bid*	1
0800	NON-DISCRIMINATION CERTIFICATION – Complete and return with bid*	1
0900	NO OFFER RESPONSE FORM	1

RETURN THE FOLLOWING DOCUMENTS WITH YOUR BID:

- Cover Page, Offer and Award Sheet (RFQ)
- Proposal [see 0600 for details]
- Section 0600, Quote Sheet
- Section 0700, Reference Sheet
- Section 0800, Non-Discrimination Certification

The undersigned, by his/her signature, represents that he/she is submitting a binding bid and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: _____

Federal Tax ID No.: _____

Printed Name of Officer or Authorized Representative: _____

Title: _____

Signature of Officer or Authorized Representative: _____

Date: _____

E-mail address: _____

Phone number: _____

AUSTIN HOUSING FINANCE CORPORATION STANDARD PURCHASE DEFINITIONS (RFP)

Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

1. **Addendum** means a written instrument issued by the Contract Awarding Authority that modifies or clarifies the Solicitation prior to the Due Date. "Addenda" is the plural form of the word.
2. **Alternate Bid** means multiple Bids with substantive variations from the same Bidder in response to a Solicitation.
3. **Appropriate, Appropriated, or Appropriation** means the adoption by the Austin Housing Finance Corporation (AHFC) Board of a budget for a fiscal year that includes payments to be made under the Contract during the respective fiscal year.
4. **Authorized AHFC Representative** means a person designated by the AHFC Board to act for the Contract Awarding Authority.
5. **Bid** is a complete, properly signed response to an invitation for bid that if accepted, would bind the Bidder to perform the resultant Contract.
6. **Bidder** is a person, firm, or entity that submits a Bid in response to a Solicitation. Any Bidder may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status.
7. **Bid Guaranty** guarantees that the Bidder (a) will not withdraw the Bid within the period specified for acceptance, and (b) will execute a Contract and furnish required bonds and any necessary insurance within the time specified in the Solicitation, unless a longer time is allowed by AHFC. The guaranty will be returned to the Bidder upon execution of a Contract.
8. **Bids** are responses to an Invitation for Bids.
9. **City** means the City of Austin, a Texas home-rule municipal corporation.
10. **Construction** means the construction, repair, rehabilitation, alteration, conversion or extension of buildings, parks, utilities, streets or other improvements or alterations to real property.
11. **Contract** means the binding legal agreement between the AHFC and the Bidder. The Contract includes, without limitation, the Solicitation, the Offer submitted in response to the Solicitation, the Contract award, the Standard Purchase Terms and Conditions, Supplemental Terms and Conditions if any, Specifications, and any addenda and amendments thereto. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:
 - A. any exceptions to the Offer accepted in writing by the AHFC
 - B. the Supplemental Purchase Terms and Conditions
 - C. the Standard Purchase Terms and Conditions
 - D. the Offer, exhibits, and attachments; within the Offer, drawings (figured dimensions shall govern over scaled dimensions) will take precedence over specifications or scope of work.
12. **Contract Awarding Authority** means the AHFC.
13. **Contractor** means the person, firm or entity selling goods or services to the AHFC under a Contract.
14. **Deliverables** means the goods, products, materials, and/or services to be provided to the AHFC by a Bidder.
15. **Disadvantaged Business Enterprise** is defined in 49 CFR 23.62 or other applicable federal regulations.
16. **Due Date** means the date and time specified for receipt of Bids.

**AUSTIN HOUSING FINANCE CORPORATION
STANDARD PURCHASE DEFINITIONS (RFP)**

17. **Goods** are supplies, materials, or equipment.
18. **Invitation for Bid (IFB)** means a Solicitation requesting pricing for a specified Good or Service which has been advertised for Bid in a newspaper.
19. **Lowest Responsible Bid** means the Bid meeting all requirements of the specifications, terms, and conditions of the Invitation for Bid resulting in the lowest cost to the AHFC in a total cost concept or based solely on price, taking into consideration the financial and practical ability of the Bidder to perform the Contract, past performance of the Bidder, and compliance with all applicable AHFC policies and procedures concerning the purchasing process.
20. **Lowest Responsible Bidder** means the Bidder submitting the Lowest Responsible Bid.
21. **Minority-Owned Business** is defined in chapter 5-7, 1992 City Code.
22. **Non-Professional Services** are services performed that are not of a professional nature such as lawn care, security, janitorial, etc.
23. **Offer** means a complete signed response submitted to the AHFC in response to a Solicitation including, but not limited to, a Bid submitted in response to an Invitation for Bid, a proposal submitted in response to a Request for Proposal, a quote submitted in response to a Request for Quotation, or a statement of qualifications and interest submitted in response to a Request for Qualifications.
24. **Pre-Bid Conference** means a conference conducted by the AHFC, held in order to allow Bidders to ask questions about the proposed Contract and particularly the Contract specifications.
25. **Professional Services** means services that use skills that are predominantly mental or intellectual, rather than physical or manual such as accounting, architecture, land surveying, law, medicine, optometry, professional engineering, etc.
26. **Purchase Order** is an order placed by the City Purchasing Office on behalf of the AHFC for the purchase of Goods or Services written on the City's standard Purchase Order form and which, when accepted by the Bidder, becomes a contract. The Purchase Order is the Bidder's authority to deliver and invoice the AHFC for Goods or Services specified, and the AHFC's commitment to accept the Goods or Services for an agreed upon price.
27. **Purchasing Office** refers to the Purchasing Office in the Financial and Administrative Services Department for the City.
28. **Request for Quotation (RFQ)** means a Solicitation requesting pricing for a specified Good or Service which is informal and is not subject to advertisement or a public bid opening
29. **Services** includes all work or labor performed for the AHFC on an independent contractor basis other than construction.
30. **Solicitation** means, as applicable, an Invitation for Bid, Request for Proposal, Request for Qualifications or a Request for Quotation.
31. **Subcontractor** means a person, firm or entity providing goods or services to a Bidder to be used in the performance of the Bidder's obligations under the Contract.
32. **Unbalanced Bid** means a Bid that is based on prices which are significantly less than cost for some bid items and significantly more than cost for others.
33. **Woman-Owned Business** is defined in chapter 5-7, 1992 City Code.

**AUSTIN HOUSING FINANCE CORPORATION
SOLICITATION INSTRUCTIONS (RFP)**

1. **EQUAL OPPORTUNITY**

- A. **Equal Employment Opportunity:** No Bidder, or Bidder's agent, shall engage in any discriminatory employment practice as defined in chapter 7-4, 1992 City Code. No Bid submitted to AHFC shall be considered, nor any Purchase Order issued, or any Contract awarded by AHFC unless the Bidder has executed and filed with AHFC a current Non-Discrimination Certificate.
- B. **Americans With Disabilities Act (ADA) Compliance:** No Bidder, or Bidder's agent shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

2. **SOLICITATION**

- A. **Review of Documents:** Bidders are expected to examine all documents that make up the Solicitation. Bidders shall promptly notify AHFC of any omission, ambiguity, inconsistency or error that they may discover upon examination of the Solicitation. Bidders must use a complete Solicitation to prepare Bids. AHFC assumes no responsibility for any errors or misrepresentations that result from the use of incomplete Solicitations.
- B. **Location of Documents:** Solicitations are issued by the Contract Awarding Authority. The location and phone number for the Contract Awarding Authority are specified in the advertisement and in the Solicitation.

3. **EXPLANATIONS OR CLARIFICATIONS**

Any explanation, clarification, or interpretation desired by a Bidder regarding any part of the Solicitation must be requested in writing from AHFC with sufficient time allowed for a written addendum to reach each Bidder before the submission of their Bid. Interpretations, corrections, or changes to the Solicitation made in any other manner are not binding upon AHFC, and Bidders shall not rely upon such interpretations, corrections or changes. Oral explanations or instructions given before the award of the Contract are not binding. Requests for explanations or clarifications may be emailed to the designated point-of-contract John Hilbun at john.hilbun@austintexas.gov . Any material information given to one Bidder concerning a Solicitation will be furnished as an Addendum to all Bidders who have been issued a Solicitation.

4. **PRE-BID CONFERENCE**

If a pre-bid conference is mandatory, the time, place, and mandatory nature of the conference will be specified on the cover page of the solicitation. **If a pre-bid conference is mandatory and is not attended by a Bidder, the Bid will be rejected.**

5. **PREPARATION OF BIDS**

Each Bidder must furnish the information required by the Solicitation on the documents provided. Bids submitted on other than the forms included in the Solicitation shall be considered non-responsive. Any attempt to alter the wording in the Solicitation is ineffective and will result in rejection of the Bid.

- A. **Taxes:** Purchases of Goods or Services for AHFC use are usually exempt from City, State, and most Federal Taxes. Bids may not include exempted taxes. The successful Bidder should request a Tax Exemption Certificate from AHFC. Under no circumstances shall AHFC be liable to pay exempt taxes under any Contract.
- B. **Brand Name or Equal:** If the Solicitation indicates brand name or "equal" products are acceptable, the Bidder may Bid an "equal" product but must be prepared to demonstrate those features that render it equal. Final determination of a product as an "equal" remains with AHFC.

**AUSTIN HOUSING FINANCE CORPORATION
SOLICITATION INSTRUCTIONS (RFP)**

- C. **Delivery Time:** Delivery time, if stated as a number of days, will be based on calendar days. Time is of the essence in any AHFC purchase. If the indicated date cannot be met or the date is not indicated, the Bidder shall state its best delivery time.
- D. **Free on Board (FOB) Point:** The Bidder should quote its lowest and best price, with the goods delivered to the place specified, at the Bidder's expense and risk, and there tender delivery to AHFC.
- E. **Prices:** Bids shall be firm unless otherwise specified. Pricing shall be entered on the Bid Submission Form in ink. Totals shall be entered in the "Total Price" column of the Bid Submission Form. In the event of a discrepancy between unit price and extended price, the unit price shall govern.
- F. **Signature:** The Bidder must sign each document in the Solicitation requiring a signature. Any change made to the Bid must be initialed by the Bidder.
- G. **Bid Guaranty:** When required by the Solicitation, a Bid must be accompanied by a Bid bond with Power of Attorney attached, issued by a solvent surety authorized under laws of the State of Texas and acceptable to AHFC.
- H. **Alternate Bids:** Alternate Bids will be rejected unless the Solicitation authorizes the submission of Alternates.
- I. **Exceptions:** Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the bid.
- J. **Proprietary Information:**
 - i. All material submitted to AHFC becomes public property and is subject to the Texas Open Records Act upon receipt.
 - ii. If a Bidder does not desire proprietary information in the bid to be disclosed, each page must be identified and marked proprietary at time of submittal. AHFC will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General.
 - iii. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.
- K. **Bid Preparation Costs:** All costs associated with preparing a Bid in response to a Solicitation shall be borne by the Bidder.
- L. **Payment:** Payment terms shall be net 30 days.

6. **SUBMISSION OF BIDS**

Unless otherwise specified, Bidders are required to submit an executed original copy of the Bid.

- A. **Documents required with Bid:** The following documents must be submitted with each Bid prior to the Due Date:
 - i. the signed Offer and Award Sheet;
 - ii. the Bid Submission Form;
 - iii. a current Non-Discrimination Certificate;
 - iv. any other document included in the Solicitation requiring completion or execution by the Bidder; and
 - v. any additional document required by the Solicitation.

All other pages in the Solicitation should be retained by the Bidder.

**AUSTIN HOUSING FINANCE CORPORATION
SOLICITATION INSTRUCTIONS (RFP)**

- B. **Mailing:** If bid is submitted by mail or hand delivery, it must be returned in a sealed envelope or container marked on the outside with the:

Bidder's name & address
Solicitation# 2015-AHFC-004
Due date and time.

- i. When sending a Bid, use the proper address for the type of service desired, as shown below.

P.O. Address for US Mail	Street Address for Hand Delivery or Courier Service
Austin Housing Finance Corporation	Austin Housing Finance Corporation
Attn: John Hilbun	1000 E. 11 th St., Suite 200
P.O. Box 1088	Austin, Texas 78702
Austin, Texas 78767-8845	
	Phone: (512) 974-3187

Note: Bids that are not submitted in a sealed envelope or container will not be considered.

- ii. Unless authorized in the Solicitation, email, facsimile, or electronic Offers will not be accepted.
- C. **Addendum:** Receipt of an Addendum must be acknowledged by signing and returning the Addendum with the Bid or under separate cover prior to the Due Date. The Addendum must be returned in a sealed envelope marked on the outside with the Bidder's name, address, and the Due Date and time.
- D. **Late Bids:** Bids must be received by AHFC prior to the Due Date. All Bids received after the Due Date are considered late and will not be accepted. The time stamp clock on the receptionist's desk at AHFC is the time of record and is verified daily with the local time service at (512) 476-7744. It is the sole responsibility of the Bidder to ensure timely delivery of the Bid. AHFC will not be responsible for failure of service on the part of the U.S. Postal Office, courier companies, or any other form of delivery service chosen by the Bidder.

7. MODIFICATION OR WITHDRAWAL OF BIDS

- A. **Modification of Bids:** Bids may be modified in writing at any time prior to the Due Date.
- B. **Withdrawal of Bids:** Bids may be withdrawn in writing, telegraphically, or by facsimile (provided that the facsimile is signed by the Bidder) at any time prior to the Due Date. A Bid may also be withdrawn in person by a Bidder, provided the withdrawal is made prior to the Due Date. A receipt of withdrawal must be signed by the Bidder. No Bids may be withdrawn after the Due Date, unless there is a material error in the Bid. Withdrawn Bids may be resubmitted, with or without modifications, up to the Due Date.

8. OPENING OF BIDS

The AHFC representatives responsible for opening Bids shall confirm the time and announce the Bid opening. The representatives shall then personally and publicly open all Bids timely received, reading each Bid aloud.

9. EVALUATION FACTORS AND AWARD

- A. **Evaluation:** Bidders may furnish pricing for all or any portion of the Solicitation (unless otherwise specified). However, AHFC may evaluate and award the Contract for any item or group of items shown on the Solicitation, or any combination deemed most advantageous to AHFC. Bids that specify an "all or none" award may be considered if a single award is advantageous. A Bid

**AUSTIN HOUSING FINANCE CORPORATION
SOLICITATION INSTRUCTIONS (RFP)**

containing prices significantly lower than all other Bidder's prices for an item will present a rebuttable presumption of irresponsibility.

- B. **Award:** Bids will be awarded to the lowest responsible Bidder.
- C. **Acceptance of Bid:** Acceptance of a Bid for an open market purchase will be in the form of a Purchase Order. Acceptance of a Bid for a supply or service agreement will be by Contract. Subsequent purchase releases may be issued as appropriate. The contents of a Bid shall become a part of the Contract. Under no circumstances will AHFC be responsible for Goods or Services provided without an acceptance signed by an Authorized AHFC Representative.
- D. **Reservations:** AHFC expressly reserves the right to:
 - i. specify approximate quantities in the Solicitation;
 - ii. extend the Solicitation opening date and time;
 - iii. consider and accept alternate bids, if specified in the Solicitation, when most advantageous to AHFC;
 - iv. waive as an informality, minor deviations from specifications provided they do not affect competition or result in functionally unacceptable Goods or Services;
 - v. waive any minor informality in any Bid or Solicitation procedure (a minor informality is one that does not affect the competitiveness of the Bidder);
 - vi. add additional terms or modify existing terms in the Solicitation;
 - vii. reject a Bid containing exceptions, additions, qualifications or conditions not called for in the Solicitation;
 - viii. reject a Bid because of unbalanced unit bid prices;
 - ix. reject a Bid received from a Bidder or Principal who is currently debarred or suspended by the City of Austin and/or AHFC;
 - x. reject a Bid received from a Bidder or Principal who is currently debarred or suspended by the Federal Government;
 - xi. reject a Bid that contains fraudulent information;
 - xii. reject a Bid that has material omissions;
 - xiii. reject or cancel any or all Bids;
 - xiv. reissue a Solicitation; and/or
 - xv. procure any item by other means.

10. **OPPORTUNITY TO PROTEST**

The Community Development Officer or his/her designated representative has the authority to settle or resolve any claim of an alleged deficiency or protest. The procedures for notifying AHFC of an alleged deficiency or filing a protest are listed below. If you fail to comply with any of these requirements, the Community Development Officer or his/her designated representative may dismiss your complaint or protest.

- A. **Prior to bid opening date:** If you are a prospective Bidder and you become aware of the facts regarding what you believe is a deficiency in the solicitation process before the Bid is opened, you must notify AHFC in writing of the alleged deficiency before that date, giving AHFC an opportunity to resolve the situation prior to the bid opening date.
- B. **After Bid opening date:** If you submit a Bid to AHFC and you believe that there has been a deficiency in the solicitation process or the award, you have the opportunity to protest the solicitation process or the recommended award as follows:
 - i. You must file written notice of your intent to protest within three (3) calendar days of the date that you know or should have known of the facts relating to the protest. If you do not file a written notice of intent within this time, you have waived all rights to protest the solicitation process or the award.
 - ii. You must file your written protest within fourteen (14) calendar days of the date that you know or should have known of the facts relating to the protest unless you know of the facts before the Bid

**AUSTIN HOUSING FINANCE CORPORATION
SOLICITATION INSTRUCTIONS (RFP)**

has been opened. If you know of the facts before those dates, you must notify AHFC as stated above.

- iii. You must submit your protest in writing and must include the following information:
 - (1). your name, address, telephone, and fax number;
 - (2). the solicitation number, if applicable;
 - (3). a detailed statement of the factual grounds for the protest, including copies of any relevant documents.
- iv. Your protest must be concise and presented logically and factually to help with AHFC's review.
- v. When AHFC receives a timely written protest, the Community Development Officer or his/her designated representative will determine whether the grounds for your protest are sufficient. If the Officer decides that the grounds are sufficient, AHFC will schedule a protest hearing, usually within five (5) working days. If the Officer determines that your grounds are insufficient, AHFC will notify you of that decision in writing.
- vi. The protest hearing is informal and is not subject to the Open Meetings Act. The purpose of the hearing is to give you a chance to present your case; it is not an adversarial proceeding. Those who may attend from AHFC and the City are: representatives from the department that requested the purchase, the Department of Law, the Purchasing Office, and other appropriate City staff. You may bring a representative or anyone else that will present information to support the factual grounds for your protest with you to the hearing.
- vii. A decision will usually be made within fifteen (15) calendar days after the hearing.
- viii. AHFC will send you a copy of the hearing decision after the appropriate AHFC and City staff have reviewed the decision.
- ix. When a protest is filed, AHFC usually will not make an award until a decision on the protest is made. However, AHFC will not delay an award if the AHFC Executive Director or the Community Development Officer (or representative) determines that:
 - (1) AHFC urgently requires the supplies or services to be purchased, or
 - (2) failure to make an award promptly will unduly delay delivery or performance.

In those instances, AHFC will notify you and make every effort to resolve your protest before the award.

11. POST BID DOCUMENTS REQUIRED FROM SUCCESSFUL BIDDER

- A. **Certificates of Insurance:** When insurance is required, the Bidder must provide Certificates of Insurance in the amounts and for the coverages required to AHFC within 14 calendar days after notification of award, or as otherwise required by the Solicitation.
- B. **Payment and/or Performance Bonds:** When Payment and/or Performance Bonds are required, the Bidder must provide the bonds, in the amounts and on the conditions required, within 14 calendar days after notification of award, or as otherwise required by the Solicitation.

**AUSTIN HOUSING FINANCE CORPORATION
STANDARD PURCHASE TERMS AND CONDITIONS (RFP)**

By submitting an Offer in response to the Solicitation, the Contractor agrees that the Contract shall be governed by the following terms and conditions. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a Solicitation to purchase goods, and Sections 9, 10, 11 and 22 shall apply only to a Solicitation to purchase services to be performed principally at AHFC's premises or on property owned by AHFC or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS.** The Contractor shall fully and timely provide all deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.
2. **EFFECTIVE DATE/TERM.** Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by AHFC, and shall continue in effect until all obligations are performed in accordance with the Contract.
3. **CONTRACTOR TO PACKAGE DELIVERABLES.** The Contractor will package deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price. Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) AHFC's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. AHFC's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
4. **SHIPMENT UNDER RESERVATION PROHIBITED.** The Contractor is not authorized to ship the deliverables under reservation and no tender of a bill of lading will operate as a tender of deliverables.
5. **TITLE & RISK OF LOSS.** Title to and risk of loss of the deliverables shall pass to AHFC only when AHFC actually receives and accepts the deliverables.
6. **DELIVERY TERMS AND TRANSPORTATION CHARGES.** Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. AHFC shall have the right to designate what method of transportation shall be used to ship the deliverables. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency".
7. **RIGHT OF INSPECTION AND REJECTION.** AHFC expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the deliverables at delivery before accepting them, and to reject defective or non-conforming deliverables. If AHFC has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to AHFC to facilitate such inspection.
8. **NO REPLACEMENT OF DEFECTIVE TENDER.** Every tender or delivery of deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify AHFC of the intention to cure and may then make a conforming tender within the time allotted in the contract.
9. **PLACE AND CONDITION OF WORK.** AHFC shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner. The Contractor acknowledges that it has satisfied itself as to the nature of AHFC's service requirements and specifications, the location and essential characteristics of the work sites,

**AUSTIN HOUSING FINANCE CORPORATION
STANDARD PURCHASE TERMS AND CONDITIONS (RFP)**

the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds AHFC harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

10. WORKFORCE.

- A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
- B. The Contractor, its employees, subcontractors, and subcontractor's employees may not use or possess any firearms, alcoholic or other intoxicating beverages, illegal drugs or controlled substances while on the job or on AHFC's property, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
- C. If AHFC or AHFC's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without AHFC's prior written consent.

11. COMPLIANCE WITH HEALTH, SAFETY AND ENVIRONMENTAL REGULATIONS. The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by AHFC and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold AHFC harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

12. REQUESTS FOR PAYMENT.

- A. The Contractor shall submit separate requests for payment in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by AHFC, a separate request for payment must be sent for each shipment or delivery made.
- B. Proper requests for payment must include a non-duplicated invoice number, the purchase order or purchase release number and the supply agreement number if applicable, AHFC's name, and the name of the point of contact for AHFC. Requests for payment shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the request for payment. Requests for payment shall be mailed to AHFC at P.O. Box 1088, Austin, Texas 78767. Unless otherwise instructed in writing, AHFC may rely on the remittance address specified on the Contractor's request for payment.
- C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.
- D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
- E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. AHFC will furnish a tax exemption certificate upon request.

13. PAYMENT.

- A. All requests for payment received by AHFC will be paid within 30 days of AHFC's receipt of the deliverables or of the request for payment, whichever is later.
- B. If payment is not timely made (per paragraph A), interest shall accrue on the unpaid balance at the lesser of one percent per month or the maximum lawful rate; except, if payment is not timely made for a reason for which AHFC may withhold payment hereunder, interest shall not accrue until ten days after the grounds for withholding payment have been resolved.

**AUSTIN HOUSING FINANCE CORPORATION
STANDARD PURCHASE TERMS AND CONDITIONS (RFP)**

- C. If partial shipments or deliveries are authorized by AHFC, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the request for payment matches the shipment or delivery.
- D. AHFC may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
- i. delivery of defective or non-conforming deliverables by the Contractor;
 - ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
 - iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
 - iv. damage to the property of AHFC or AHFC's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
 - v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
 - vi. failure of the Contractor to submit proper requests for payment with all required attachments and supporting documentation; or
 - vii. failure of the Contractor to comply with any material provision of the Contract Documents.
- E. AHFC's payment obligations are payable only and solely from funds Appropriated and available for the purpose of this purchase. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. AHFC shall provide the Contractor written notice of the failure of AHFC to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit AHFC to pay its obligations under the Contract.
14. **TRAVEL EXPENSES.** All travel and lodging expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City of Austin's Travel Policy and the Current Runzheimer Meal-Lodging Index (the "Index"). No amounts in excess of the Travel Policy or Index shall be paid. All requests for payment must be accompanied by copies of receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.
15. **FINAL CLOSE-OUT.**
- A. The making and acceptance of final payment will constitute:
 - i. a waiver of all claims by AHFC against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under AHFC's right to audit; and
 - ii. a waiver of all claims by the Contractor against AHFC other than those previously asserted in writing and not yet settled.
16. **SPECIAL TOOLS & TEST EQUIPMENT.** If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of AHFC and shall be identified by the Contractor as such.
17. **RIGHT TO AUDIT.**
- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of AHFC shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all

**AUSTIN HOUSING FINANCE CORPORATION
STANDARD PURCHASE TERMS AND CONDITIONS (RFP)**

audit and litigation matters that AHFC has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to AHFC any overpayments disclosed by any such audit.

- B. The Contractor shall include section a. above in all subcontractor agreements entered into in connection with this Contract.

18. SUBCONTRACTORS.

- A. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:
- i. require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
 - ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of AHFC and the Contractor. AHFC may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to AHFC;
 - iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to AHFC in accordance with the terms of the Contract;
 - iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with AHFC being a named insured as its interest shall appear; and
 - v. require that the Subcontractor indemnify and hold AHFC harmless to the same extent as the Contractor is required to indemnify AHFC.
- B. The Contractor shall be fully responsible to AHFC for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between AHFC and any such Subcontractor, nor shall it create any obligation on the part of AHFC to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- C. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten days after receipt of payment from AHFC.

19. **DIVERSITY.** Subcontractors to Contractor shall employ an open, competitive, and non-discriminatory process to select contractors and consultants, consistent with the Statement of Work and the MBE/WBE Project Participation Goal (as applicable). In the event the subcontractor cannot achieve the goals, the Contractor shall require the subcontractor to demonstrate to the Contractor that the subcontractor made good faith efforts to achieve the MBE/WBE Project Participation Goal. Contractor shall access the list of MBE/WBE vendors approved as City of Austin vendors (available at <http://malford.ci.austin.tx.us./purchase>) to use as a resource in pursuing the Project Participation Goal.

20. WARRANTY-PRICE.

- A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.
- B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.
- C. In addition to any other remedy available, AHFC may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

21. **WARRANTY-TITLE.** The Contractor warrants that it has good and indefeasible title to all deliverables furnished under the Contract, and that the deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold AHFC harmless from and against all adverse title claims to the deliverables.

**AUSTIN HOUSING FINANCE CORPORATION
STANDARD PURCHASE TERMS AND CONDITIONS (RFP)**

22. **WARRANTY - DELIVERABLES.** The Contractor warrants and represents that all deliverables sold AHFC under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the deliverables shall be new or recycled merchandise, and not used or reconditioned.
- A. Recycled deliverables shall be clearly identified as such.
 - B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
 - C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the deliverables or from the date of acceptance of any replacement deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming deliverables, or replace the non-conforming deliverables with fully conforming deliverables, at AHFC's option and at no additional cost to AHFC. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. AHFC shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) days of discovery of the breach of warranty, but failure to give timely notice shall not impair AHFC's rights under this section.
 - D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming deliverables as required by AHFC, then in addition to any other available remedy, AHFC may reduce the quantity of deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming deliverables from other sources. In such event, the Contractor shall pay to AHFC upon demand the increased cost, if any, incurred by AHFC to procure such deliverables from another source.
 - E. If the Contractor is not the manufacturer, and the deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to AHFC. If for any reason the manufacturer's warranty cannot be fully transferred to AHFC, the Contractor shall assist and cooperate with AHFC to the fullest extent to enforce such manufacturer's warranty for the benefit of AHFC.
23. **WARRANTY - SERVICES.** The Contractor warrants and represents that all services to be provided AHFC under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.
- A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
 - B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from acceptance of the services. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to AHFC. All costs incidental to such additional performance shall be borne by the Contractor. AHFC shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) days of discovery of the breach of warranty, but failure to give timely notice shall not impair AHFC's rights under this section.
 - C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by AHFC, then in addition to any other available remedy, AHFC may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to AHFC upon demand the increased cost, if any, incurred by AHFC to procure such services from another source.
24. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES.** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, AHFC prefers to accept it, AHFC may do so. The Contractor shall pay all claims, costs, losses and damages attributable to AHFC's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, AHFC may deduct such amounts as are

**AUSTIN HOUSING FINANCE CORPORATION
STANDARD PURCHASE TERMS AND CONDITIONS (RFP)**

necessary to compensate AHFC for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to AHFC by the Contractor.

25. **RIGHT TO ASSURANCE.** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
26. **STOP WORK NOTICE.** AHFC may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by AHFC to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by AHFC that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by AHFC as a result of the issuance of such Stop Work Notice.
27. **DEFAULT.** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 25, or (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States.
28. **TERMINATION FOR CAUSE.** In the event of a default by the Contractor, AHFC shall have the right to terminate the Contract for cause, by written notice effective ten (10) days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to AHFC's reasonable satisfaction that such default does not, in fact, exist. In addition to any other remedy available under law or in equity, AHFC shall be entitled to recover all actual damages, costs, losses and expenses, incurred by AHFC as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. Additionally, in the event of a default by the Contractor, AHFC may remove the Contractor from AHFC's vendor list for three (3) years and any Offer submitted by the Contractor may be disqualified for up to three (3) years. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
29. **TERMINATION WITHOUT CAUSE.** AHFC shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. AHFC shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
30. **FRAUD.** Fraudulent statements by the Contractor on any Offer shall be grounds for the termination of the Contract for cause by AHFC and may result in legal action.
31. **DELAYS.** AHFC may delay scheduled delivery or other due dates by written notice to the Contractor if AHFC deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, AHFC and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in Paragraph 54. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.
32. **HOLD HARMLESS AND INDEMNITY.**
 - A. The Contractor shall perform all duties hereunder as an independent contractor and any of its employees performing work required by this Contract shall be deemed solely the employees of the Contractor or its subcontractor. Contractor shall save and hold harmless AHFC and the City of Austin, their officers, agents, and employees from any and all liability of any nature or kind on account of any claims, audit exceptions, demands, suits, or damages including reasonable attorneys' fees and court

**AUSTIN HOUSING FINANCE CORPORATION
STANDARD PURCHASE TERMS AND CONDITIONS (RFP)**

costs, arising or resulting from injuries or damages sustained by any persons or property resulting in whole or in part from the performance or omissions of any employee, agent, or representative of the Contractor or its subcontractors.

B. The Contractor undertakes to indemnify AHFC and the City of Austin from any and all liability, loss or damages, including attorneys' fees and court costs that the AHFC and the City of Austin may suffer as a result of claims, demands, costs, or judgments against them arising out of the performance of the terms of this Contract.

33. **INSURANCE.** The following insurance requirement applies (Applicable to Contracts for services that are performed at AHFC facilities or at sites designated by AHFC and for supplies that are delivered to AHFC facilities by the Contractor personnel). :

A. General Requirements.

- i. The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract and during any warranty period.
- ii. The Contractor shall forward Certificates of Insurance with the endorsements required below to AHFC as verification of coverage within 14 calendar days after notification of award, unless otherwise specified.
- iii. The Contractor shall not commence work until the required insurance is obtained and has been reviewed by AHFC. Approval of insurance by AHFC shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The Contractor must submit certificates of insurance to AHFC for all subcontractors prior to the subcontractors commencing work on the project.
- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better. AHFC will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.
- vi. All endorsements naming the City and AHFC as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall contain the solicitation number and the following information:

Attn: **John Hilbun**

Austin Housing Finance Corporation
P. O. Box 1088
Austin, Texas 78767

- vii. The "other" insurance clause shall not apply to the City or AHFC where the City or AHFC is an additional insured shown on any policy. It is intended that policies required in the Contract, covering the City, AHFC and the Contractor, shall be considered primary coverage as applicable.
- viii. If insurance policies are not written for amounts specified below, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

**AUSTIN HOUSING FINANCE CORPORATION
STANDARD PURCHASE TERMS AND CONDITIONS (RFP)**

- ix. AHFC shall be entitled, upon request and without expense, to receive certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
 - x. AHFC reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by AHFC based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
 - xi. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
 - xii. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.
 - xiii. The Contractor shall provide AHFC thirty (30) days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
 - xiv. The insurance coverages specified below are required minimums and are not intended to limit the responsibility or liability of the Contractor.
 - xv. Actual losses not covered by insurance as required by this section shall be paid by Contractor.
- B. Specific Requirements. (Applicable to Contracts for services that are performed at AHFC facilities or at sites designated by AHFC and for supplies that are delivered to AHFC facilities by Contractor personnel).
- i. Worker's Compensation and Employers' Liability Insurance. Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC 420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC 420601, or equivalent coverage
 - ii. Commercial General Liability Insurance. The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries).
 - (1) The policy shall contain the following provisions:
 - (a) Blanket contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Independent Contractor's Coverage.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.

**AUSTIN HOUSING FINANCE CORPORATION
STANDARD PURCHASE TERMS AND CONDITIONS (RFP)**

- (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and Underground Coverage (X,C,U).
 - (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
 - iii. **Business Automobile Liability Insurance.** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement TE 2046A, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement TE 0202A, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement TE 9901B, or equivalent coverage.
34. **CLAIMS.** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to AHFC within ten days after receipt of notice by the Contractor. Such notice to AHFC shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to AHFC and to the Austin City Attorney. Personal delivery to the City Attorney shall be to Norwood Tower, 114 West 7th Street, 5th floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.
35. **DISCLOSURES.** If at any time Contractor shall become aware of the existence or occurrence of any financial or economic conditions or natural disasters which might have a material adverse effect, Contractor shall promptly notify AHFC of the existence or occurrence thereof, unless AHFC has actual notice thereof, and of Contractor's opinion as to what effect such may have on the property or Contractor. Contractor shall also give prompt notice to AHFC, unless AHFC has actual notice thereof, of (i) the serious illness or death of any principal or key employee of Contractor, (ii) any litigation or dispute, threatened or pending against or affecting Contractor or the property which could have a material adverse effect, (iii) any event of default, (iv) any default by Contractor or any acceleration of any indebtedness owed by Contractor under any contract to which Contractor is a party, and (v) any change in the character of Contractor's business as it existed on the date hereof which could have a material adverse effect.
36. **NOTICES.** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to AHFC shall be sent to P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.

**AUSTIN HOUSING FINANCE CORPORATION
STANDARD PURCHASE TERMS AND CONDITIONS (RFP)**

37. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL.** All material submitted by the Contractor to AHFC shall become property of AHFC upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Open Records Act, Chapter 552, Texas Government Code.
38. **NO WARRANTY BY AHFC AGAINST INFRINGEMENTS.** The Contractor represents and warrants to AHFC that: (i) the Contractor shall provide AHFC good and indefeasible title to the deliverables and (ii) the deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold AHFC harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that AHFC's exercise anywhere in the world of the rights associated with AHFC's ownership, and if applicable, license rights, and its use of the deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, AHFC shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on AHFC's behalf. Further, Contractor agrees that AHFC's specifications regarding the deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and AHFC makes no warranty that the production, development, or delivery of such deliverables will not impact such warranties of Contractor.
39. **CONFIDENTIALITY.** In order to provide the deliverables to AHFC, Contractor may require access to certain of AHFC's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which AHFC or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of AHFC and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure AHFC and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of AHFC or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies AHFC before disclosing such information so as to permit AHFC reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
40. **OWNERSHIP AND USE OF DELIVERABLES.** AHFC shall own all rights, titles, and interests throughout the world in and to the deliverables.
- A. **Patents.** As to any patentable subject matter contained in the deliverables, the Contractor agrees to disclose such patentable subject matter to AHFC. Further, if requested by AHFC, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to AHFC and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by AHFC, to AHFC upon request by AHFC.
- B. **Copyrights.** As to any deliverables containing copyrightable subject matter, the Contractor agrees that upon their creation, such deliverables shall be considered as work made-for-hire by the Contractor for AHFC and AHFC shall own all copyrights in and to such deliverables, provided however, that nothing in this Paragraph 40 shall negate AHFC's sole or joint ownership of any such deliverables arising by virtue of AHFC's sole or joint authorship of such deliverables. Should by operation of law, such deliverables not be considered works made-for-hire, the Contractor hereby assigns to AHFC (and agrees to cause each of its employees providing services to AHFC hereunder to execute,

**AUSTIN HOUSING FINANCE CORPORATION
STANDARD PURCHASE TERMS AND CONDITIONS (RFP)**

acknowledge, and deliver an assignment to AHFC of) all worldwide right, title, and interest in and to such deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge, and deliver and cause each of its employees providing services to AHFC hereunder to execute, acknowledge, and deliver a work-made-for-hire agreement, in a form to be reasonably approved by AHFC, to AHFC upon delivery of such deliverables to AHFC or at such other time as AHFC may request.

C. **Additional Assignments.** The Contractor further agrees to, and if applicable, cause each of its employees to, execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which AHFC might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to AHFC, its successors, assigns and nominees, the sole and exclusive right, title, and interest in and to the deliverables. The Contractor's obligation to execute, acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 40 a., b., and c. shall continue after the termination of this Contract with respect to such deliverables. In the event AHFC should not seek to obtain copyright protection, mask work registration or patent protection for any of the deliverables, but should desire to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph 39 above.

41. **PUBLICATIONS.** All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.
42. **ADVERTISING.** The Contractor shall not advertise or publish, without AHFC's prior consent, the fact that AHFC has entered into the Contract, except to the extent required by law.
43. **INSPECTION AND MONITORING.** Contractor shall permit HUD, Trustee and AHFC, and their respective agents, representatives and employees (hereafter referred to as "Monitors"), to inspect the property at all reasonable times, with or without prior notice to Contractor. They shall have the right, at all reasonable hours and without causing any unreasonable interruption to the operations of Contractor, to inspect and audit all books, accounts, reports, files, records, contracts, and all other papers relating to the project; and they shall be given free access to the Property for the purpose of such inspection or audit and also for the purpose of determining the condition of the premises. In addition, Contractor shall provide to Monitors such audited management letters or financial statements as they may require in their sole discretion. Monitors shall have the right to make and take away copies of such books and records. If Contractor is a corporation, limited liability company, partnership, joint venture, trust or other type of business association, Contractor may be requested to provide Monitors with any and all financial statements and other documents and make any and all disclosures to Monitors with respect to any of these constituent parties as Contractor is required to provide and make, and in the manner required to be provided and made with respect to Contractor pursuant to this section.
44. **NO CONTINGENT FEES.** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, AHFC shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
45. **GRATUITIES.** AHFC may, by written notice to the Contractor, cancel the Contract without liability if it is determined by AHFC that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin or AHFC with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by

**AUSTIN HOUSING FINANCE CORPORATION
STANDARD PURCHASE TERMS AND CONDITIONS (RFP)**

AHFC pursuant to this provision, AHFC shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

46. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS.** No officer, employee, independent consultant, or elected official of AHFC who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by AHFC.
47. **INDEPENDENT CONTRACTOR.** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of AHFC.
48. **DEBARRED CONTRACTORS.** In procuring any goods or services related to the Contract, Contractor shall not enter into a contract or remit payment to any contractor that is listed on the federal Excluded Parties List. Contractor shall screen all contractors and subcontractors by checking the above list which is found at the following web address: epls.arnet.gov.
49. **ASSIGNMENT-DELEGATION.** The Contract shall be binding upon and enure to the benefit of AHFC and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of AHFC. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
50. **NO WAIVER; REMEDIES CUMULATIVE.** No exercise, partial exercise, failure, forbearance or delay on the part of the owner in exercising any power or right hereunder, or under the Contract Documents, shall operate as a waiver of the power or right, except as specifically provided herein. No remedy conferred herein, or in the Contract Documents, is intended to be exclusive of any other remedy, and each and every other remedy given hereunder or now or hereafter existing at law or in equity by statute or otherwise, may be sought by the enforcing party.
51. **MODIFICATIONS.** The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor request for payment, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
52. **INTERPRETATION.** The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.
53. **FORCE MAJEURE.** The parties hereto will be excused from performance of any of their respective obligations hereunder during the existence of any event beyond their respective control (not due to their own fault or actions inconsistent with good faith operations hereunder) which shall include, without limitation, actions of governmental authorities, other than AHFC or the City; acts of God; strikes or other labor troubles beyond the reasonable anticipation and control of the parties; temporary interruption caused by explosion, fire, vandalism, malicious mischief and other unavoidable interruptions; weather; natural catastrophes and other unavoidable circumstances.

**AUSTIN HOUSING FINANCE CORPORATION
STANDARD PURCHASE TERMS AND CONDITIONS (RFP)**

54. **ALTERNATIVE DISPUTE RESOLUTION.** AHFC and Contractor shall submit in good faith to mediation before filing a suit for damages under this Contract.
55. **GOVERNING LAW.** The Contract Documents shall be governed by and interpreted in accordance with the laws of the State of Texas. Although drafted by the owner, the Contract Documents shall be fairly construed, neither more strongly for nor against any party.
56. **PERFORMANCE; VENUE.** This Contract shall be performed in Travis County, Texas. Venue shall be in Travis County, Texas.
57. **SEVERABILITY.** In the event that any provisions of this Contract or any other contract documents executed at closing or the application thereof to any person or circumstances shall be declared to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remainder of such provisions and agreements shall nevertheless remain in full force and effect and to this end the provisions of all covenants, conditions and agreements described herein are deemed severable for this purpose. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.
58. **HOLIDAYS.** The following holidays are observed by AHFC:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday. Christmas Eve is observed only if it falls on a Monday through Thursday. If Christmas Eve falls on a Friday, that day is observed as the Christmas Day holiday.

59. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

**AUSTIN HOUSING FINANCE CORPORATION
SUPPLEMENTAL PURCHASE PROVISIONS (RFP)**

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **INSURANCE:** (reference paragraph 33 in Section 0300). Insurance is required for this solicitation.

- A. The insurance certificate shall be mailed to the following address:

Austin Housing Finance Corporation
Attn: Dawn Perkins
P. O. Box 1088
Austin, Texas 78767

2. **TERM OF CONTRACT**

- A. The Contract shall be in effect for a period of 24 months.
 - B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).

3. **QUANTITIES**

The quantities listed herein are estimates for the period of the Contract. AHFC reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by AHFC for each order. Unless specified in the solicitation, there are no minimum order quantities.

4. **REQUESTS FOR PAYMENT** (reference paragraph 12 in Section 0300)

Requests for payment shall contain a non-duplicated invoice number and the information required in Section 0300, paragraph 12, entitled "Requests for Payment." Invoices received without all required information cannot be processed and will be returned to the vendor.

Requests for payment shall be mailed to the below address:

Department	Austin Housing Finance Corporation
Attn:	Dawn Perkins
Address	1000 E. 11 th St., Suite 200
City, State Zip Code	Austin, TX 78702

CONTRACT MANAGER:

The following person is designated as Contract Manager, and will act as the contact point between AHFC and the Contractor:

**AUSTIN HOUSING FINANCE CORPORATION
SUPPLEMENTAL PURCHASE PROVISIONS (RFP)**

Dawn Perkins

Austin Housing Finance Corporation

1000 E. 11th Street, Suite 200

Austin, TX 78702

Scope of Work

SOLICITATION NO. 2016AHFC003

Credit Counseling Services for Flood Victims

1.0 **Purpose**

The purpose of this contract is to provide credit counseling services for persons affected by the 2015 Memorial Day and Halloween floods, as well as the 2013 Halloween Flood.

2.0 **Background**

2.1 Historic flash and river flooding occurred on Thursday October 31st, 2013, Saturday, May 23rd, 2015, and Friday October 31st, 2015 across portions of South-Central Texas. Southeast Austin was especially affected and many homes in southeast Austin were flooded. This area also experienced serious flooding in 1998, 2001, and 2013. The neighborhoods were built in the 1970s, when most of the area was not thought to be in a floodplain. Since the houses were built, the floodplain maps have been revised to show the potential for dangerous flooding. As a public safety measure, the Watershed Protection Department is buying out flood-prone homes near William Cannon Drive and South Pleasant Valley Road. However, many homeowners that will be or have been bought out are having difficulty finding comparable homes in the area, or are unable to secure financing to afford those that are available. There are a variety of barriers facing these homeowners in a home purchase including the ongoing shortage of affordable housing in the Austin area and inability to obtain financing because of bad credit. The AHFC is seeking proposals in response to this Request for Proposals (RFP) for credit counseling agencies to provide credit counseling classes and individual one-on-one credit counseling to these flood victims to serve this need.

3.0 **Tasks/Requirements**

3.1 Contractor's Minimum Qualifications & Experience

- 4.1.1 Contractor shall have at least two (2) years of experience providing credit counseling services that assist consumers with credit improvement, debt repayment, and improving credit reports and scores.
- 4.1.2 Contractor shall have knowledge of The Fair and Accurate Credit Transactions Act of 2003 (FACTA) and The Fair Credit Reporting Act (FCRA).

4.2 Contractor's Responsibilities

- 4.2.1 Contractor shall assist up to two hundred forty (240) unduplicated, eligible clients with in-person and telephone credit counseling sessions including homebuyer counseling, credit counseling and credit improvement services. Services will need to improve the borrower's ability to qualify for and repay a mortgage loan. An unduplicated client shall be defined as a client who is reported/counted only once during the agreement term which is the 24-month contract, regardless of the number of times assistance was provided by the contractor.
- 4.2.2 The curriculum will be taught in either three (3) three-hour sessions constituting one class or one (1) eight-hour class. The class shall be taught approximately once a month minimum depending upon demand. Class sessions shall be held on weekday evenings or Saturdays.
- 4.2.3 Contractor shall provide one-on-one in-person and phone credit counseling services.

The initial in-person counseling session shall not exceed two (2) hours with a minimum of thirty (30) minutes. Follow-up sessions may be held. In person counseling sessions shall be held in southeast Austin at Perez Elementary, Dove Springs Recreation Center, or a local church or business in the area. Contractor shall also accept phone calls from qualified individuals seeking counseling and shall spend a minimum of thirty (30) minutes and a maximum of one and a half (1½) hours for each phone counseling session. A qualified individual client is one who is a victim of the 2015 Memorial Day flood or 2013 Halloween Flood.

- 4.2.4 Contractor must make phone and in-person sessions available to clients during a regular eight-hour business day, which coincides with the AHFC business day (8:00 am – 5:00 pm CST). In addition, Contractor could provide counseling services in the evening and on Saturdays. Contractor has the option to match the City of Austin holiday schedule for days in which services are not available.
- 4.2.5 All counseling sessions including phone calls must be held in an enclosed office to provide the maximum privacy for clients and their personal information. An enclosed office is one that has a door for privacy and walls to the ceiling that prevent direct conversations from being heard by other staff members or clients on site.
- 4.2.6 Contractor shall serve as a liaison between the client and AHFC staff and shall be available to answer any questions from the client throughout the term of the contract. Contractor shall mediate any issues or concerns between the client and AHFC and communicate any discovered issues or problems to AHFC.
- 4.2.7 Contractor shall conduct specific and focused biannual information campaigns at the community level including, but not limited to, renting a booth at a community event, posting fliers at local schools, faith-based institutions, community centers, and non-profits. AHFC will also provide a list of affected households for the Contractor to contact directly via mail. Contractor shall submit detailed campaign information to AHFC Contract Manager at least thirty (30) days prior to the event. Contractor shall provide an annual report with graphic evidence including not limited to event's advertisements, sign-in sheets, and event's pictures.
- 4.2.7 Contractor shall set up and maintain unduplicated client files that will be monitored periodically by the AHFC Contract Manager. Files shall be kept on Contractor's premises using a secure filing system. At minimum, the file shall include:
 - 4.2.7.1 Name of client
 - 4.2.7.2 Application date
 - 4.2.7.3 Residential address and phone number
 - 4.2.7.4 Income eligibility determination/documentation including the last two pay stubs, copies of income tax returns for the last two years and clients' identifications (Driving license, passport, etc.)
 - 4.2.7.5 Ethnicity or race of head of the household
 - 4.2.7.6 Gender and age of persons in household
 - 4.2.7.7 Service(s) provided/additional service(s) rendered during the year
- 4.2.8 Contractor shall submit to AHFC the list of unduplicated individuals served in the monthly demographic report (Attachment 2). The demographic report shall be submitted to AHFC within ten (10) calendar days after the end of the reporting month. At minimum, the report shall include:
 - 4.2.8.1 Reporting Period
 - 4.2.8.2 Preparer's Name
 - 4.2.8.3 Household Size (# of Persons in Household)
 - 4.2.8.4 Household Type/Head of Household (HOH)
 - 4.2.8.5 Household Income of HOH

- 4.2.8.6 Ethnicity of HOH
- 4.2.8.7 Race of HOD
- 4.2.9 Contractor shall submit to AHFC, a Monthly Performance Report (Attachment 1) detailing the Agreement activities and accomplishments during each reporting month. The performance report shall be submitted to AHFC within ten (10) calendar days after the end of the reporting month.
- 4.2.10 Contractor shall maintain a file for each client documenting the nature and disposition of each phone call, a calendar of in-person counseling sessions, the disposition of the phone and in-person sessions, and the final determination of the client's account.

4.3 **AHFC's Responsibilities**

- 4.3.1 AHFC will review and approve all work and documentation.
- 4.3.2 AHFC will appoint a Contract Manager to act as point-of-contact:

Dawn Perkins
 Austin Housing Finance Corporation
 1000 E. 11th St., Suite 200
 Austin, TX 78702
 (512) 974-3122

5.0 **Deliverables/Milestones**

Deliverables/Milestones	Description	Timeline (due/completion date, reference date, or frequency)	Performance Measure/ Acceptance Criteria	Contract Reference/ Section
Credit Counseling Classes	homebuyer counseling, credit counseling and credit improvement services in classroom setting	Classes for up to 240 clients over 24 months, as needed	Complete classes	4.2
Individual Counseling	One-on-one homebuyer counseling, credit counseling and credit improvement	Up to 240 clients over 24 months	Complete session(s)	4.2
Outreach	Community level recruiting and information campaigns	Twice annually over 24 months	AHFC approval	4.2
Reporting	Client and demographic reports	Monthly and at close-out	AHFC approval of reporting	4.2

6.0 **Appendices/Exhibits**

The Fair and Accurate Credit Transactions Act of 2003 (FACTA):

<https://www.gpo.gov/fdsys/pkg/PLAW-108publ159/pdf/PLAW-108publ159.pdf>

The Fair Credit Reporting Act (FCRA) (15 U.S. Code § 1681):

<https://www.consumer.ftc.gov/sites/default/files/articles/pdf/pdf-0111-fair-credit-reporting-act.pdf>

PROPERTY STANDARDS INSPECTIONS RFP - 0600 BID SHEET

BID NO. 2016AHFC003

BUYER: JOHN HILBUN

Special Instructions: Be advised that exceptions taken to any portion of the solicitations may jeopardize acceptance of the bid.

Bidder Requirements: Your bid shall include complete item as described including all travel, materials, personnel costs, documentation, and appurtenances. Please quote firm Not to Exceed price.

The quantities shown are merely estimates. The AHFC reserves the right to purchase more or less than the quantities indicated herein. Estimated quantities are for the complete 24-month term.

ITEM NO.	ITEM DESCRIPTION		UNIT	UNIT PRICE
1	Cost per class for providing credit improvement class instruction and counseling including the cost of books, classroom materials, staff, travel, and all appurtenances	24	Class	\$ _____
2	Cost per client for one-one-one counseling by phone or in person	240	Client	\$ _____
3	Community Level recruiting and information campaigns	4	Each	\$ _____
	GRAND TOTAL NOT-TO-EXCEED:			\$ _____

COMPANY NAME: _____

SIGNATURE OF
AUTHORIZED
REPRESENTATIVE: _____

PRINTED NAME: _____

EMAIL ADDRESS: _____

TELEPHONE _____

**AUSTIN HOUSING FINANCE CORPORATION
QUOTE PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: 2016AHFC003**

1. PROPOSAL FORMAT

All Proposals shall be submitted in the following format:

A. Business Organization & Project Management Structure

Provide the following information:

- a. Full name and address of your company and identify parent company if you are a subsidiary. Indicate whether you operate as a partnership, corporation, or individual. Include the State(s) in which incorporated or licensed to operate. How long has your company been in business?
- b. Names and contact information for key personnel that will be assigned to the awarded contract. Authorized Negotiator: Include name, address, and telephone number of person in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.
- c. Your company's organizational capacity to fulfill the requirements contained with the Section 0500, Scope of Work. Include your company's mission, financial resources, organizational stability, dedicated resources, industrial knowledge, and unique knowledge, skills, and abilities.
- d. A general explanation and chart which specifies project leadership and reporting responsibilities; and interface the team with City project management and team personnel. If proposal includes subcontractors, identify their placement in the primary management structure, and provide internal management description for each subcontractor.
- e. Signed letter, on company letterhead, from the respondent's insurance producer certifying that the respondent is capable of meeting the insurance requirements stated in the Supplemental Purchase Provisions (Section 0400).

B. Experience & Qualifications:

Provide the following information:

- a. Your company's experience, qualifications, and expertise. List all professional organizations for which your company is a member. Highlight any special certifications or qualifications that may be relevant.
- b. Your company's relevant experience providing services described in the Scope of Work and providing services to governmental agencies. Do not include experience prior to 2006. Supply the project title, year, and reference name, title, present address, and phone number of principal person for whom prior projects were accomplished. Letters of Recommendation that your company has received may be included.
- c. Names and qualifications of all personnel who will be actively engaged in this project. Identify key persons by name and title, state the primary work assigned to each person, and provide resumes for all personnel that will perform work under the resulting contract (limit 2 page per person). Do not include the experience of personnel who did not actively participate.

C. Concept & Program Plan:

Provide the following information:

AUSTIN HOUSING FINANCE CORPORATION
QUOTE PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: 2016AHFC003

- a. A detailed understanding of the requirements presented in the Scope of Work and any additional information you deem necessary to evaluate your proposal.
- b. A sample of a prior work model your company developed for a customer with similar project scope and size within the last five years or sooner. Specifically explain what your approach and methodology was to incorporate outreach to community advocacy groups, such as minority and economically disadvantaged customers (example, utilizing Spanish speakers for outreach efforts and activities).
- c. Your program plan for accomplishing the required work, and include time-related displays, graphs, and charts as necessary to show your estimated schedule and timeline for full operational management. Include in your program plan information such as tasks, sub-tasks, milestones, reporting intervals, progress updates, and decision points. Specifically address:
 1. A timeframe in number of months that you anticipate will be needed to complete all tasks.
 2. A description of your work program by tasks. Detail the steps you will take to complete the tasks, the technical factors that will be considered for completing these tasks, and the depth to which each will be treated.
 3. The degree of definition provided in each element or component of your plan.
 4. The points at which written, deliverable reports will be provided.

D. Cost Proposal: Information described in the following subsections is required to be filled out on the Bid Sheet below. The Contract shall be firm fixed price with progress payments as mutually determined to be appropriate.

- i. **Cost per class for providing credit improvement class instruction and counseling including the cost of books, classroom materials, staff, travel, and all appurtenances. The cost per unit shall be inclusive of all activities required in the 0500 Scope of Work for implementation.**
- ii. **Cost per client for one-one-one counseling by phone or in person**
- iii. **Cost per community-level recruiting and information campaign**

E. Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying:

- i. During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- ii. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- iii. If a Respondent has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Respondent is given written notice and a hearing in advance of the debarment.
- iv. The City requires Offerors submitting Offers on this Solicitation to provide a signed Section 0810, Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit certifying that the

**AUSTIN HOUSING FINANCE CORPORATION
QUOTE PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: 2016AHFC003**

Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

- F. Proposal Acceptance Period:** All proposals are valid for a period of one hundred and twenty (120) calendar days subsequent to the RFQ closing date unless a longer acceptance period is offered in the proposal

- G. Proprietary Information:** All material submitted to the AHFC becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. AHFC will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

- H. Authorized Negotiator:** Include name, address, and telephone number of person in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.

2. EXCEPTIONS:

Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the Proposal. The terms and conditions stated in this RFQ shall constitute the terms and conditions of the final contract with the successful proposer after award. If any exception is taken by the proposer to any term or condition of this RFQ, the proposer must clearly indicate each specific exception taken, include a full explanation of the reason for said exception, and include any proposal language for any alternate term as a separate attachment to the proposal.

3. PROPOSAL PREPARATION COSTS:

All costs directly or indirectly related to preparation of a response to the RFQ or any oral presentation required to supplement and/or clarify a proposal which may be required by the AHFC shall be the sole responsibility of the Proposer.

4. EVALUATION FACTORS AND AWARD

A. Competitive Selection: This procurement will comply with applicable AHFC Procurement Policy. The successful Proposer will be selected by the City on a rational basis. Evaluation factors outlined in Paragraph B below shall be applied to all eligible, responsive Proposers in comparing proposals and selecting the Best Offeror. Award of a Contract may be made without discussion with Proposers after proposals are received. Proposals should, therefore, be submitted on the most favorable terms.

B. Evaluation Factors-100 Maximum points:

- | | |
|---------------------------------|-----------|
| (1) Experience & Qualifications | 40 points |
| (2) Concept & Program Plan | 30 points |
| (3) Cost | 30 points |

AUSTIN HOUSING FINANCE CORPORATION

REFERENCE SHEET (RFP)

Please Complete and Return This Form with the bid

SOLICITATION NUMBER: _____

VENDOR'S NAME: _____ **DATE:** _____

The Bidder shall furnish with the bid the following information for three (3) projects of similar scope performed within the last three (3) years.

1. Property Name _____
Owner/Manager Name _____
Address _____
City, State, Zip Code _____
Telephone Number () _____
Years Provided _____

2. Property Name _____
Owner/Manager Name _____
Address _____
City, State, Zip Code _____
Telephone Number () _____
Years Provided _____

3. Property Name _____
Owner/Manager Name _____
Address _____
City, State, Zip Code _____
Telephone Number () _____
Years Provided _____

**Austin Housing Finance Corporation (AHFC)
NON-DISCRIMINATION CERTIFICATION (RFP)**

TO: AUSTIN HOUSING FINANCE CORPORATION

I hereby certify that our firm conforms to the following requirements:

- (1) Not engage in any discriminatory employment practice, as defined below:

Discrimination against any individual because of race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age in any manner involving employment, including the recruiting of applicants for employment, advertising, hiring, layoff, termination of employment, classification, training and selection for training, promotion, demotion, transfer, compensation or any other terms, conditions or privileges of employment.

- (2) Take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) Post in conspicuous places, available to the employees and applicants for employment, notices to be provided setting forth the terms of this Non-Discrimination Certification.
- (4) State in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) Obtain a written statement from any labor union or labor organization furnishing labor or service to the contractors in which such union or organization has agreed not to engage in any discriminatory employment practices as defined in this Non-Discrimination Certification and to take affirmative action to implement those non-discrimination requirements set forth herein.
- (6) Cooperate fully in connection with any investigation or conciliation effort to ensure that the purpose of the provisions against discriminatory employment practice is being carried out.
- (7) Require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract subject to the terms of this Non-Discrimination Certification that they not engage in any discriminatory employment practice as defined herein.

Dated this _____ day of _____, 20____

Vendor _____

Signature _____

Title _____

**AUSTIN HOUSING FINANCE CORPORATION
"NO OFFER" RESPONSE FORM (RFP)**

SOLICITATION NUMBER:

Please Complete and Return This Form To the following address to Indicate A "No Offer" Response

Austin Housing Finance Corporation
P.O. Box 1088
Austin, Texas 78767-8845
Attn. : John Hilbun

(DO NOT RETURN ALONG WITH OFFER)

Please check the appropriate box to indicate why your firm is submitting a "no offer" response. Failure to respond to three (3) consecutive solicitations may result in your company being removed from the source list for this commodity or service. Completion of this form will assist us in maintaining an accurate, up-to-date source list.

COMMODITY / SERVICE GROUP: _____

- Unable to supply item(s) specified. Remove my company from the source list for the Commodity / Service Group
- Unable to supply item(s) specified. Retain my company on the vendor list for this commodity / service.
- Cannot meet the Scope of Work / Specifications.
- Cannot provide required Insurance.
- Cannot provide required Bonding.
- Job too small.
- Job too large.
- Do not wish to do business with the City. Remove my company from the City's Vendor list.
- Other reason (please state why you will not submit a bid):

Authorized Signature

Company

Title

Address

Date