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104 W. Polk Avenue • Pharr, Texas 78577

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**Request for Proposals**  
FOR  
**TEMPORARY AGENCY SUPPORT SERVICES**

**August 31, 2018**

**Issued By:**

Housing Authority of the City of Pharr  
[www.pharrha.org](http://www.pharrha.org)

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# **REQUEST FOR PROPOSALS FOR TEMPORARY AGENCY SUPPORT SERVICES**

## **1. INTRODUCTION**

The Housing Authority of the City of Pharr (PHA) is seeking proposals from qualified firms to provide temporary agency support services on an as-needed basis. The selected firm or firms will provide qualified persons to temporarily fill support positions (e.g., Housing Assistant, Housing Specialist I and II, Maintenance Technician) in accordance with the guidelines, standards and limitations contained in the Scope of Services, Exhibit A, attached hereto and incorporated herein. A three-year contract is proposed with the option to extend the contract for two additional one-year periods.

## **2. BACKGROUND**

PHA was established by resolution of the City of Pharr in 1949, and is located at 104 W. Polk Avenue, Pharr, Texas 78577. The PHA's mission, in partnership with the entire community, is to advocate and provide quality, affordable, safe housing; encourage self-sufficiency; and strengthen community inclusiveness and diversity in housing. The PHA is dedicated to providing and expanding high quality affordable housing. The governing body is the Board of Commissioners consisting of seven members. The Executive Director is the President and Chief Executive Officer.

The PHA is exempt from all taxes, including sales tax. The PHA manages and operates a low rent Public Housing program and administers the Housing Choice Vouchers Program.

The PHA maintains contractual agreements with the United States Department of Housing and Urban Development (HUD) to manage and operate the Public Housing (PH) Program and the Housing Choice Vouchers (HCV) Program. The programs are federally formula based funded. The PHA also receives modernization grants and competes for other grants as they are made available.

The PHA has 247 public units that it manages and operates under the PH program and it also administers rental assistance for up to 828 privately owned rental units through the HCV program.

## **3. SCOPE OF SERVICES**

See Attachment A, Scope of Services.

## **4. QUALIFICATIONS**

The PHA is seeking a firm(s) with demonstrated experience with providing temporary agency support services for housing authorities, especially those with Public Housing and Section 8 Programs. PHA encourages proposals from Minority and Women Business Enterprises (MBE and WBE). This Request for Proposals (RFP) may be viewed and downloaded from PHA's website at [www.pharrha.org](http://www.pharrha.org).

## **5. SUBMITTAL REQUIREMENTS**

Firms wishing to respond to this RFP must respond as indicated in these instructions and requirements. The nature and form of response is at the responder's discretion except as indicated. The following information is required:

- a. Cover letter that demonstrates an understanding of the Scope of Services. The cover letter also should indicate to whom correspondence should be directed.
- b. Complete the Profile of Firm form (Attachment B), which when completed should provide all relevant information about the firm and staff who could be assigned to work for the PHA, specifically:
  - 1) Brief history of the firm, including experience in related activities.
  - 2) Key Staff. Identify key staff member responsible for choosing individuals who might be assigned as temporary support, outlining their experience in this area and any experience with housing programs. Provide resumés or bios of individuals who could be assigned.
- c. Explanation of processes for identifying and choosing relevant staff for temporary assignments.
- d. At least three professional references that can attest to relevant experience including at least one client that owns or manages subsidized housing. References should include the name of the organization for whom services were provided, a brief description of the service provided, a contact person, telephone number, and email address.
- e. Fee for Services. Provide a completed Proposal Form (Attachment C) with a schedule of fees to provide the services described in the Scope of Services including a schedule of standard hourly rates for typical support staff who could be assigned to the PHA for work assignments. State any expected price escalation for Years Two and Three, and Years Four and Five if the contract were to be extended in each of these years. The Schedule of Fees will be incorporated into the contract documents.
- f. Proposals may be submitted electronically (preferred) or by hard copy. **Electronic submission:** Proposals may be submitted by email by attaching one copy to an email addressed to [janie.barrera@pharrha.org](mailto:janie.barrera@pharrha.org) with "Proposal for Temporary Agency Support Services" in the subject line. **Hard copy submission:** Submit an original and one copy of your proposal addressed as Proposal for Temporary Agency Support Services; Janie Barrera, Administrative Assistant; Housing Authority of the City of Pharr, 104 W. Polk Avenue, Pharr, TX 78577.

g. RFP Information At-A-Glance

<b>RFP Summary</b>	<b>Request for Proposal for Temporary Agency Support Services.</b>
<b>Issue Date</b>	<b>August 31, 2018</b>
<b>Contact person for technical questions</b>	<b>Janie Barrera, Administrative Assistant Telephone: (956) 787-4217 Email: <a href="mailto:janie.barrera@pharrha.org">janie.barrera@pharrha.org</a></b>
<b>How to obtain RFP documents on PHA's website</b>	<b>1. Go to <a href="http://www.pharrha.org">www.pharrha.org</a> 2. This RFP will be available for download from the site. All forms also are available as part of the RFP.</b>
<b>How to obtain the RFP documents by email</b>	<b>Send an email with the subject line "Temporary Agency Support Services RFP" to <a href="mailto:janie.barrera@pharrha.org">janie.barrera@pharrha.org</a>.</b>
<b>How to submit questions</b>	<b>September 7, 2018, 4:00 pm deadline for questions Questions must be sent to: <a href="mailto:janie.barrera@pharrha.org">janie.barrera@pharrha.org</a>. Use the subject line "Temporary Agency Support Services Questions." Questions and answers will be posted to PHA website (<a href="http://www.pharrha.org">www.pharrha.org</a>) on September 11, 2018.</b>
<b>How to respond to this RFP</b>	<b>Proposals may be submitted electronically (preferred) or by hard copy. Electronic submission: Proposals may be submitted by email by attaching one copy to an email addressed to <a href="mailto:janie.barrera@pharrha.org">janie.barrera@pharrha.org</a> with "Proposal for Temporary Agency Support Services" in the subject line. Hard copy submission: Submit an original and one copy of your proposal addressed as Proposal for Temporary Agency Support Services to; Janie Barrera, Administrative Assistant; Housing Authority of the City of Pharr, 104 W. Polk Avenue, Pharr, TX 78577.</b>
<b>Proposal submittal method and deadline</b>	<b>September 14, 2018, 4:00 p.m. (Central Time) Proposals must be received by either method as described above no later than the date and time indicated.</b>
<b>Anticipated approval by PHA</b>	<b>September 18, 2018</b>
<b>Expected service start date</b>	<b>September 21, 2018</b>
<b>Expected contract duration</b>	<b>Three years with an option to renew for up to two additional years in one-year increments</b>

PHA reserves the right to modify this schedule at its discretion. Notification of changes in connection with the RFP as well as answers to questions posed by Proposers will be made available to all interested parties on the PHA website.

## 6. SELECTION PROCEDURE AND CRITERIA

PHA will evaluate the proposals submitted and select the most qualified firm or firms. It is likely that more than one agency will be approved to provide services. Selection by the PHA will be based upon:

- a. **Completeness of the Proposal.** The PHA will evaluate the format, organization, and presentation of the proposal, including whether all required information/forms are included. (No points will be assigned; however, if deemed incomplete, the proposal will be declared "Non-Responsive" and will not be considered for further evaluation.)
- b. **Experience.** Comparable, demonstrated experience of the proposer in providing Temporary Agency Support Services especially for housing authorities. (25 points)
- c. **Staff.** Relevant experience and qualifications, including knowledge of applicable laws and regulations, of specific staff who could be assigned to the PHA. (25 points)
- d. **Clarity and Appropriateness of Fee Schedule.** (25 points)
- e. **Understanding of and ability to deliver on PHA's needs.** Understanding of the scope of services and approach to providing efficient and cost-effective services. (25 points)

A Selection Committee ("Panel") will be appointed by the Executive Director. The Panel will conduct a qualifications-based ranking process.

### SCHEDULE OF EVENTS

Issue RFP.....	August 31, 2018
All questions and clarification submitted... ..	September 7, 2018, 4:00 pm CDT
Answers posted on PHA website .....	September 11, 2018, 5:00 pm CDT
Submittal Deadline .....	September 14, 2018, 4:00 pm CDT

Respondents may request clarification to this RFP only by submitting a written request via e-mail to:

[janie.barrera@pharrha.org](mailto:janie.barrera@pharrha.org) (copy to [lazaro.guerra@pharrha.org](mailto:lazaro.guerra@pharrha.org))

All questions must be received in writing no later than September 7, 2018, 4:00 p.m. CDT. A list of the questions asked, and the answers will be posted on our website and available for review by all potential proposers by September 11, 2018 5:00 p.m. CDT.

Proposals may be submitted electronically (preferred) or by hard copy. **Electronic submission:** Proposals may be submitted by email by attaching one copy to an email addressed to [janie.barrera@pharrha.org](mailto:janie.barrera@pharrha.org) with "Proposal for Temporary Agency Support Services" in the subject line. **Hard copy submission:** Submit an original and one copy of your proposal addressed as Proposal for Temporary Agency Support Services; Janie Barrera, Administrative Assistant; Housing Authority of the City of Pharr, 104 W. Polk Avenue, Pharr, TX 78577.

Be sure hand-delivered or courier-delivered proposals are date/time stamped by the PHA receptionist. Corrections or modifications received after the specified deadline

will not be accepted. All proposals, including attachments and supplementary materials will become the property of the PHA and will not be returned to the companies responding to this RFP.

The electronic copy must meet the same delivery deadline. The PHA will use the email program's delivery time stamp to ensure that the deadline has been met. The electronic copy should be submitted as an attachment to an email with the subject line **"Temporary Agency Support Services Proposal"** and be sent to:

**janie.barrera@pharrha.org**

Proposals received after the deadline or not in compliance with the requirements of this RFP will not be accepted for evaluation.

## **7. TERMS AND CONDITIONS**

### **A. Terms of Agreement**

The RFP process is valid for five years from the date of award. PHA anticipates making an award(s) for Temporary Agency Support Services to commence in September 2018, and to continue for a period of three years, unless terminated earlier in accordance with the provisions of the Agreement. By mutual agreement, the parties may choose to extend the term of the Services Agreement for a maximum of two additional one-year periods and shall do so by executing a written amendment to the Agreement. One or more contracts may be awarded.

### **B. Withdrawal of RFP**

Proposals may be withdrawn before and after the RFP submittal deadline by submitting a written request to PHA. Re-submittal before the RFP submittal deadline can be made; however, proposals may not be re-submitted after the deadline.

## **8. GENERAL INFORMATION**

### **A. General Conditions**

PHA reserves the right to cancel or reject all or any portion of this RFP without notice, though such notice will be made available via the PHA's website ([www.pharrha.org](http://www.pharrha.org)). Further, the PHA makes no representations that any agreement will be awarded to any organization responding to the RFP.

The PHA reserves the right to reject any subcontractor or individual working on the consultant's team and to approve the replacement of sub-consultant or individual.

The PHA also reserves the right to award a contract(s) based solely on the proposal received without further discussion with the Proposer. Proposals submitted, therefore, should reflect the most favorable terms from a cost/benefit standpoint.

Any changes to this RFP will be made by addendum that will be noticed on the PHA website.

## **B. Liability of Costs and Responsibility**

The PHA shall not be liable for any costs incurred in response to this RFP. All costs shall be borne by the person or organization responding to this request. The person or organization responding to this request shall hold the PHA harmless from any and all liability, claim or expense whatsoever incurred by or on behalf of that person or organization. All submitted material becomes the property of the PHA.

The selected firm will be required to assume responsibility for all services offered in the proposal whether or not they possess them within their organization. The selected firm will be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

## **C. No Commitment to Award**

Issuance of this RFP and receipt of proposals does not commit the PHA to award a contract. The PHA expressly reserves the right to accept or reject any or all proposals received in response to this RFP, negotiate with more than one proposer concurrently, or cancel all or part of this RFP. The PHA shall have no obligation to issue a contract(s) pursuant to this RFP and reserves the right to terminate selection proceedings at any time at its sole direction.

## **D. Joint Ventures**

Where two or more proposers desire to submit a single proposal in response to this RFP, they may do so on a prime-subcontractor basis, as a joint venture, or as an informal team.

## **E. Sample Standard Consultant Services Agreement**

A sample Agreement has been provided as an exhibit (Attachment D) for review and comment. If a firm wishes to take exception to any of the terms and conditions contained in the Agreement, these should be identified specifically; otherwise it will be assumed that the proposer is willing to enter into the Agreement as it is written. Failure to identify contractual issues of dispute can later be the basis for the PHA disqualifying a consultant. If Consultant requires clients to utilize a standard Conditions of Service or similar assignment contract, this must be provided to PHA to review as part of the proposal. Any exceptions to terms, conditions, or other requirements must be clearly stated in the proposal, including any prohibited work activities or assignments, including, but not limited to, contact with minors, operation of machinery or automotive equipment, and restrictions on work location of assigned temporary staff. Otherwise, the PHA will consider that all items offered are in strict compliance with the RFP, and the successful consultant will be responsible for compliance. The PHA will consider such exceptions as part of the evaluation process, which may constitute grounds for rejection of the proposal. The PHA will not execute the agreement without the Agreement first being signed by the firm's principal and receipt of the required insurance documents.

## **F. Interpretation of Contract Document**

The PHA General Counsel will decide any and all questions which may arise as to the interpretation of the contract relating to the work and the fulfillment of the contract on the part of the contractor(s).

## **G. Oral and Written Explanations**

The PHA will not be bound by oral explanations or instructions given at any time during the review process or after the award. Oral explanations given during the review process and after award become binding when confirmed in writing by an authorized PHA official. Responses to question(s) asked by one proposer will be provided to all proposers via the PHA's web site. It is the responsibility of all firms to check this web site periodically to ensure that they obtain all information available. Communication of changes with individual firms will not be provided.

## **H. Firm's Representative**

The person signing the Profile of Firm form must be a legal representative of the firm authorized to bind the firm to an agreement in the event of the award.

## **I. Restrictions of Lobbying**

The agreement will be subject to 24 CFR 87 which prohibits the payment of Federal funds to any person for influencing or attempting to influence, any public officer or employee in connection with that award, making, entering into, extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or agreement.

## **J. Insurance**

Commercial General Liability, Automobile, Professional Liability/Errors and Omissions and Worker's Compensation insurance are required in the amount set forth in the attached sample agreement. Responding firms are required to secure and maintain Workers' Compensation coverage for all of its employees throughout the life of the contract with PHA, including providing coverage for any employees assigned as temporary staff to PHA. The PHA, its Board of Commissioners, officers, and employees must be named as an additional insured under the General Liability policy (as specified within Exhibit D).

## **K. Section 3**

This section will apply to certain projects that receive federal funding:

Certain work performed under this contract may receive funding through the Department of Housing and Urban Development. The PHA seeks to promote employment opportunity among low-income persons and businesses that employ low-income persons. Proposers must be familiar with relevant federal regulation related to training and employment opportunities as follows: (Section 3, HUD Act of 1968; 24 CFR 135)

(a) The work to be performed under this contract may be subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

(c) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

(d) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

(e) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.

## ATTACHMENT A – SCOPE OF SERVICES

### GENERAL CONDITIONS

a. **Criminal background and reference checks:** Consultant shall perform criminal history checks for all prospective employees performing work under any resulting contract. The PHA will interpret information from such reports in accordance with the Equal Employment Opportunity Commission's guidelines for consideration of arrest and conviction records in employment decisions. Additionally, consultant shall perform employment reference checks for all prospective employees. Criminal history and reference checks will be completed at the sole expense of the contractor.

b. **No right to PHA employment.** Consultant will pay all employees assigned as temporary support staff to the PHA. PHA will pay invoices for services submitted by the Consultant. No right of employment will be acquired by virtue of Consultant providing agency support services. None of the benefits provided by PHA to its employees, including but not limited to unemployment insurance, workers' compensation coverage, paid time off leave are available from PHA to Consultant, its employees or agents. In the proposal, Consultant must identify how they propose to comply with the Healthy Workplace Healthy Family Act of 2014, and what, if any, fees for sick leave are invoiced directly to PHA. Deductions shall not be made for any state or federal taxes, FICA payments, or other purposes normally associated with an employer-employee relationship from any fees due Consultant.

### TEMPORARY AND CONTRACT SERVICES

a. **As needed basis.** Services will be purchased under the contract on an "as needed" basis, and Consultant agrees to accept and deliver qualified temporary personnel as ordered by PHA. Consultant further agrees to maintain sufficient temporary personnel resources at all times.

b. **Response time.** Consultant shall provide the required temporary support staff within two (2) business days of the telephone or email request in which a commitment is made by the Consultant to provide said temporary personnel. The two-day response period is important and shall be considered as a factor in the award of contract and any subsequent extensions of the contract.

c. **Standards.** Consultant personnel assigned for temporary assignment to the PHA by Consultant must meet the minimum requirements as specified in the relevant job description. PHA may request Consultant to provide resumes for positions to be filled temporarily with Consultant's employees and to make said employees available for interviews prior to assignment. TenMast WinTen2 software experience is an added benefit for most positions. Experience working in a multi-cultural environment also is important. These positions may also require personnel to be bilingual (English/Spanish fluency).

d. **Work Schedule.** Hours of work shall normally be 8 hours per day Monday through Friday. Office based positions have alternating Fridays off. The PHA's normal business hours are 8:00 a.m. to 5:00 p.m. PHA observes 14 holidays throughout the year which temporary employees do not work and are not paid for.

e. **Removal of Worker.** PHA may request Consultant to remove any temporary employee for any or no cause, including but not limited to poor or non-performance of assigned duties, poor attendance or tardiness, theft, sexual harassment,

abusive language or behavior, or improper attire, in accordance with the terms and conditions of any contract resulting from this RFP.

f. **Replacement Worker.** If Consultant's staff member assigned to the PHA is: a) determined unsatisfactory by PHA, b) fails to report to work on time, or c) terminates employment with Consultant while working at PHA, Consultant agrees to notify PHA within four business hours for confirmation of the assignment of another employee who will report to the job on the next business day as a replacement.

g. **Compliance with Laws.** Under any contract awarded, Consultant shall comply with any and all applicable federal, state, or local laws including but not limited to Occupational Safety & Health, Equal Employment Opportunity, Immigration and Naturalization, the Americans with Disabilities Act, the Affordable Care Act, the Healthy Workplace Healthy Family Act of 2014, State tax and insurance law, and the Fair Housing Act.

h. **Employment Status.** Consultant, being the legal employer of record, shall provide all necessary job accommodations (e.g., special equipment to accommodate a disability).

i. **Recourse for Non-Compliance.** Once Consultant commits to providing the requested temporary employee at an agreed time, should the Consultant not meet the requirement, PHA will solicit temporary staffing support from alternative vendors and, then, the open market.

j. **Identification and Building Access.** The selected temporary personnel may be issued an PHA badge upon reporting to the work site. The badge shall only be used for PHA business purposes and must be returned to PHA upon completion of the temporary assignment.

k. **Training.** Consultant shall provide such employees used in the performance of work under this contract with adequate training to perform the work competently as defined in job descriptions. Consultant's employees for temporary work at the PHA must be thoroughly trained in safety requirements and in use of equipment and tools of their specified trade. Consultant shall maintain a training record for each employee's name, date of employment, and type of training received as required by applicable law.

l. **Point of Contact.** Consultant shall provide PHA with a point of contact (i.e., name, phone number, and email address) for each employee assigned for temporary work at the PHA. Contact must be able to address changes, complaints, and questions regarding the assignment.

m. **Evaluation of Work Product.** The PHA will determine the amount and quality of the work performed under the contract.

n. **Parking.** The PHA will advise Consultant's employee assigned for temporary work at the PHA if parking is available on site or if street parking will be necessary.

**PROFILE OF FIRM and REFERENCES: Attachment B**

(1) Prime  Subcontractor  (This form must be completed by and for each).

(2) Name of Firm: \_\_\_\_\_

Telephone \_\_\_\_\_ Fax: \_\_\_\_\_

(3) Street \_\_\_\_\_ City \_\_\_\_\_

State \_\_\_\_\_ Zip: \_\_\_\_\_

(4) Please attach a biography/resume of the company, including the following information: (a) Year Firm Established; (b) Year Firm Established in Current Location; (c) Former Name and Year Established (if applicable); (d) Name of Parent Company and Date Acquired (if applicable).

(5) Identify Principals/Partners in Firm (submit hereunder a brief professional resume for each):

NAME	TITLE	% OF OWNERSHIP

(6) Identify the individual(s) that will act as project manager(s) and any other supervisory personnel that will work on project; please submit hereunder a biography/resume for each. (Do not duplicate any resumes required above):

NAME	TITLE

(7) Bidder Diversity Statement: You must indicate all of the following that apply to the ownership of this firm and enter where provided the correct percentage (%) of ownership of each:

- Caucasian American (Male) \_\_\_\_\_%     Public-Held Corporation \_\_\_\_\_%
- Government Organization \_\_\_\_\_%     Non-Profit Agency \_\_\_\_\_%

Resident- (RBE), Minority- (MBE), or Woman-Owned (WBE) Business Enterprise. Qualifies by virtue of 51% or more ownership and active management by one or more of the following:

- African-American \_\_\_\_\_%     Native-American \_\_\_\_\_%
- Hispanic-American \_\_\_\_\_%     Asian/Pacific Islander-American \_\_\_\_\_%
- Woman-Owned (MBE) \_\_\_\_\_%     Woman-Owned (Caucasian) \_\_\_\_\_%
- Other (Specify) \_\_\_\_\_%

W/MBE Certification Number: \_\_\_\_\_

**(NOTE #1: A certification number is not required to submit, enter if available)**

Certified by: \_\_\_\_\_

(8) Federal Tax ID No.: \_\_\_\_\_

(9) State of Texas License Type and No.: \_\_\_\_\_

(10) Worker's Compensation Insurance Carrier: \_\_\_\_\_

Policy No. \_\_\_\_\_ Expiration Date: \_\_\_\_\_

(11) General Liability Insurance Carrier: \_\_\_\_\_

Policy No. \_\_\_\_\_ Expiration Date: \_\_\_\_\_

(12) Professional Liability Insurance Carrier: \_\_\_\_\_

Policy No. \_\_\_\_\_ Expiration Date: \_\_\_\_\_

(13) Debarred Statement: Has this firm, or any principal(s) ever been debarred from providing any services by the Federal Government, any state government, or any local government agency within or without the State of Texas?

Yes  No

If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

(14) Disclosure Statement: Does this firm or any principals thereof have any current, past personal or professional relationship with any Board Member or Officer of the PHA?

Yes  No

If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

(15) Non-Collusive Affidavit: The undersigned party submitting this proposal or bid hereby certifies that such proposal or bid is genuine and not collusive and that said bidder entity has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham proposal or bid or to refrain from proposing or bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the proposal or bid price of affiant or of any other bidder or bidder, to fix overhead, profit or cost element of said proposal or bid price, or that of any other bidder or bidder or to secure any advantage against the Housing Authority or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

(16) Verification Statement: The undersigned bidder hereby states that by completing and submitting this form he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and agrees that if the PHA discovers that any information entered herein is false, that shall entitle the PHA to not consider nor make award or to cancel any award with the undersigned party.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Company

**REFERENCES: Attachment B (continued)**

All persons submitting a bid, proposal or statement of qualifications, must submit at least three references. Please provide name of company, agency or person for whom the service or supplies were provided, the contact person, address and phone number:

1. Company Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Service Provided: \_\_\_\_\_  
\_\_\_\_\_  
Dates Provided: \_\_\_\_\_

2. Company Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Service Provided: \_\_\_\_\_  
\_\_\_\_\_  
Dates Provided: \_\_\_\_\_

3. Company Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Service Provided: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ATTACHMENT C – SCHEDULE OF FEES (PROPOSAL FORM)**

**Required Fee Information**

**Include the hourly rate that Consultant would bill PHA for the providing temporary support workers in the following positions. A range of rates may be provided in lieu of a single rate. PHA reserves the right to seek temporary workers for other positions in the agency as needed.**

<b><u>Job Title / Department</u></b>	<b><u>Bill</u></b>	<b><u>Rate</u></b>
Executive Assistant / Administration	\$	_____
Public Housing / Section 8 Program Director	\$	_____
Accounting Officer / Finance	\$	_____
Accounting Specialist / Finance	\$	_____
Housing Specialist / Public Housing or Section 8	\$	_____
Waiting List Specialist / Public Housing or Section 8	\$	_____
Maintenance Technician / Maintenance	\$	_____

These positions may also require an individual to be bilingual (English/Spanish fluency).

Describe any additional fees that may be billed, such as fees for background checks and references for PHA-sourced temporary employees:

\_\_\_\_\_

Year 2 Price Escalation from Year 1	_____	%
Year 3 Price Escalation from Year 2	_____	%
Year 4 Price Escalation from Year 3	_____	%
Year 5 Price Escalation from Year 4	_____	%

**Optional Fee Information**

If available, provide:

The fee or % of salary for a temporary-to-permanent hire arrangement: \_\_\_\_\_

\_\_\_\_\_

Administrative fees that would be billed to PHA to payroll temporary employees (e.g. summer interns, hearing officers) through Consultant: \_\_\_\_\_

\_\_\_\_\_

Dates Provided: \_\_\_\_\_CONSULTANT SERVICES AGREEMENT: Attachment D



**HOUSING AUTHORITY OF THE CITY OF PHARR**  
**104 W. Polk Avenue, Pharr, Texas 78577**

**THIS AGREEMENT**, entered into this \_\_\_\_ day of 2018, by and between HOUSING AUTHORITY OF THE CITY OF PHARR, a public housing agency (hereinafter referred to as "PHA"), and \_\_\_\_\_ (a Texas corporation, partnership, sole proprietor, individual, joint venture) whose address is\_\_\_\_, (hereinafter referred to as Consultant), is made with reference to the following:

**RECITALS:**

A. PHA is a public housing agency, duly organized and validly existing under the laws of the State of Texas with the power to carry on its business as it is now being conducted under the statutes of the State of Texas.

B. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement; and

C. Consultant possesses the skill, experience, ability, background, applicable certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

D. PHA and Consultant desire to enter into an agreement for \_\_\_\_\_

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

**1. TIMELINE:**

The time for Completion shall be by XXXXXX, (the "Completion Date"), unless terminated earlier as set forth herein. The parties may choose by mutual agreement to extend the term of the Services Agreement for a maximum of XXXXX additional XXXX periods and shall do so by executing a written amendment to the Agreement.

**1. SERVICES TO BE PERFORMED:**

Consultant shall perform services according to the schedule set forth in Exhibit "A" which is attached hereto and incorporated herein by this reference.

## **2. COMPENSATION TO CONSULTANT:**

PHA agrees to compensate Consultant pursuant to the terms and conditions of this Agreement only for the performance, to the reasonable satisfaction of PHA, of those tasks which take place during the term of this Agreement. PHA will not be obligated to compensate Consultant for any work, services, or functions performed by Consultant which do not arise directly from the performance of tasks relating to the Scope of Services as outlined on page 8 of this RFP, and according to the Fee Schedule set forth in the contract. PHA shall pay Consultant within thirty (30) days receipt of Consultant's properly submitted invoice.

Total compensation under this contract for the first two will not exceed \$200,000.

## **4. TIME IS OF THE ESSENCE:**

Consultant and PHA agree that time is of the essence regarding the performance of this Agreement.

## **5. STANDARD OF CARE:**

Consultant agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals in the Edinburg/McAllen/Mission Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the PHA nor have any contractual relationship with PHA.

## **6. INDEPENDENT PARTIES:**

PHA and Consultant intend that the relationship between them created by this Agreement is that of employer-independent contractor. The manner and means of conducting the work are under the control of Consultant, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No right of employment will be acquired by virtue of Consultant's services. None of the benefits provided by PHA to its employees, including but not limited to unemployment insurance, workers' compensation coverage, vacation and sick leave are available from PHA to Consultant, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, or other purposes normally associated with an employer-employee relationship from any fees due Consultant. Payments of the above items, if required, are the responsibility of Consultant.

PHA and Consultant agree that during the term of this Agreement and for a period of one year after termination, the parties shall not solicit for employment, hire, or retain, whether as an employee or independent contractor, any person who is or has been employed by the other without written agreement by the other party.

## **7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):**

Consultant assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable IRCA or other federal or state rules and regulations. Consultant shall indemnify and hold PHA harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Consultant.

**8. NON-DISCRIMINATION:**

Consistent with PHA's policy that harassment and discrimination are unacceptable employer/employee conduct, Consultant agrees that harassment or discrimination directed toward a job applicant, an PHA employee, or a citizen by Consultant or Consultant's employee on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, gender identity or sexual orientation will not be tolerated. Consultant agrees that any and all violations of this provision shall constitute a breach of this Agreement.

**9. INDEMNIFICATION/HOLD HARMLESS:**

Consultant shall indemnify, defend, and hold harmless PHA, its Board of Commissioners officials, employees and designated volunteers ("Indemnitees") from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees ("Claims"), arising from or in any manner connected to negligent act or omission, whether alleged or actual, regarding performance of services or work conducted or performed pursuant to this Agreement. If Claims are filed against Indemnitees which allege negligence on behalf of the Consultant, Consultant shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence is not found on the part of Consultant. However, Consultant shall not be obligated to indemnify Indemnitees from Claims arising from the sole or active negligence or willful misconduct of Indemnitees.

**10. INSURANCE:**

On or before the commencement of the terms of this Agreement, Consultant shall furnish PHA with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with paragraphs 10A, B, C, D and E. Such certificates, which do not limit Consultant's indemnification, shall also contain substantially the following statement:

"Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to the Housing Authority of the City of Pharr by certified mail."

It is agreed that Consultant shall maintain in force at all times during the performance of the Agreement all appropriate coverage of insurance acceptable to PHA and licensed to do insurance business in the State of Texas.

An endorsement naming the PHA as additional insured shall be submitted with the insurance certificates.

**A. COVERAGE:**

Consultant shall maintain the following insurance coverage:

(1) **Workers' Compensation:**

Statutory coverage as required by the State of Texas.

(2) **Liability:**

Commercial general liability coverage in the following minimum limits:

Bodily Injury:	\$1,000,000	each occurrence
	\$2,000,000	aggregate – all other
Property Damage:	\$1,000,000	each occurrence
	\$2,000,000	aggregate

If submitted, combined single limit policy with aggregate limits in the amounts of \$1,000,000 will be considered equivalent to the required minimum limits shown above.

(3) **Automotive:**

Comprehensive automobile liability coverage in the following minimum limits:

Bodily Injury:	\$1,000,000	per accident
	\$2,000,000	aggregate
Property Damage:	\$1,000,000	per accident
	\$2,000,000	aggregate

OR

Combined Single Limit:	\$1,000,000	per accident
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(4) **Professional Liability:**

Professional liability insurance which includes coverage for the negligent professional acts, errors and omissions of Consultant in the amount of at least \$1,000,000.

B. **SUBROGATION WAIVER:**

Consultant agrees that in the event of loss due to any of the perils for which it has agreed to provide comprehensive general and automotive liability insurance that Consultant shall look solely to its insurance for recovery. Consultant hereby grants to PHA, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Consultant or PHA with respect to the services of Consultant herein, a waiver of any right to subrogation which any such insurer of said Consultant may acquire against PHA by virtue of the payment of any loss under such insurance.

C. **FAILURE TO SECURE:**

If Consultant, at any time during the term hereof, should fail to secure or maintain the foregoing insurance, PHA shall be permitted to obtain such insurance in the Consultant's name or as an agent of the Consultant and shall be compensated by the Consultant for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

D. **ADDITIONAL INSURED:**

PHA, its Board of Commissioners, officers, employees and designated volunteers shall be named as an additional insured under all insurance coverage's, except any professional liability insurance or worker's compensation insurance, required by this Agreement. The naming of an insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof.

Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

E. **SUFFICIENCY OF INSURANCE:**

The insurance limits required by PHA are not represented as being sufficient to protect Consultant. Consultant is advised to consult Consultant's insurance broker to determine adequate coverage for Consultant.

**11. CONFLICT OF INTEREST:**

Consultant warrants that it is not a conflict of interest for Consultant to perform the services required by this Agreement. Consultant may be required to fill out a conflict of interest form if the services provided under this Agreement require Consultant to make certain governmental decisions or serve in a staff capacity as defined in the Texas Code of Regulations.

**12. PROHIBITION AGAINST ASSIGNMENTS:**

Consultant shall not assign, sublease, hypothecate, or transfer this Agreement or any interest therein directly or indirectly, by operation of law or otherwise without prior written consent of PHA. Any attempt to do so without said consent shall be null and void, and any assignee, sub lessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money by Consultant from PHA under this Agreement may be assigned to a bank, trust company or other financial institution without prior written consent, but written notice of such assignment shall be promptly furnished to PHA by Consultant.

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Consultant, or of the interest of any general partner or joint venture or syndicate member or cotenant if Consultant is a partnership or joint venture or syndicate or co tenancy, which shall result in changing the control of Consultant, shall be construed as an assignment of this Agreement. Control means fifty percent (50%) or more of the voting power of the corporation.

**13. SUBCONTRACTOR APPROVAL:**

Unless prior written consent from PHA is obtained, only those people and subcontractors whose names are attached to this Agreement shall be used in the performance of this Agreement. In the event that Consultant employs subcontractors, such subcontractors shall be required to furnish proof of worker's compensation insurance and shall also be required to carry general, automobile and professional liability insurance in reasonable conformity to the insurance carried by Consultant. In addition, any work or services subcontracted hereunder shall be subject to each provision of this Agreement.

**14. PERMITS AND LICENSES:**

Consultant, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses, including, but not limited to, a City of Pharr business license, that may be required in connection with the performance of services hereunder.

**15. REPORTS:**

A. Each and every report, draft, work product, map, record and other document, hereinafter collectively referred to as "Report" reproduced, prepared or caused to be prepared by Consultant pursuant to or in connection with this Agreement shall be the exclusive property of PHA. Consultant shall not copyright any Report required by this Agreement and shall execute appropriate

documents to assign to PHA the copyright to Reports created pursuant to this Agreement. Any Report, information and data acquired or required by this Agreement shall become the property of PHA, and all publication rights are reserved to PHA.

B. All Reports prepared by Consultant may be used by PHA in execution or implementation of:

- (1) The original Project for which Consultant was hired;
- (2) Completion of the original Project by others;
- (3) Subsequent additions to the original project; and/or
- (4) Other PHA projects as appropriate.

C. Consultant shall, at such time and in such form as PHA may require, furnish reports concerning the status of services required under this Agreement.

D. All Reports required to be provided by this Agreement shall be printed on recycled paper. All Reports shall be copied on to both sides of the paper except for one original which shall be single sided.

E. No Report, information nor other data given to or prepared or assembled by Consultant pursuant to this Agreement shall be made available to any individual or organization by Consultant without prior approval by PHA

F. Consultant shall not be held liable for reuse of "Reports" for any purpose other than the original intent of this Agreement.

## **16. RECORDS:**

Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by PHA that relate to the performance of services under this Agreement.

Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of PHA or its designees to such books and records at proper times; and gives PHA the right to examine and audit same, and to make transcripts there from as necessary, and to allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained for a period of three (3) years after receipt of final payment.

## **17. BILLING:**

The Consultant is required to submit monthly bills to the Housing Authority describing its services and costs provided during the previous month. Except as specifically authorized by the Executive Director or designee, you shall not bill the Housing Authority for duplicate services performed by more than one person. Your firm's monthly bills shall

be submitted separately by department or project and include the following information to which such services or costs pertain:

- Brief description of services performed,
- Date the services were performed,
- Number of hours spent and by whom,
- A brief description of any costs incurred, and
- Your signature.

Billings must be furnished within ten (10) days after the end of the month in which services were rendered. (Billing will be in increments of 1/10th of an hour.)

In addition to your services, you may bill for costs and expenses incurred in connection with services provided. These costs and expenses include, but are not limited to, filing fees, process-server fees, private investigator fees, court reporter fees, and travel expenses.

**18. NOTICES:**

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided.

All notices, demands, requests or approvals from Consultant to PHA shall be addressed to PHA at:

Housing Authority of the City of Pharr  
104 W. Polk Avenue  
Pharr, Texas 78577  
Attention: \_\_\_\_\_

All notices, demands, requests, or approvals from PHA to Consultant shall be addressed to Consultant at:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**19. NO SMOKING, DRINKING OR RADIO USE:**

Consultant agrees and acknowledges that smoking of tobacco products, drinking alcoholic beverages, and listening to radios is prohibited at any PHA site, including individual units, common areas, and every building and adjoining grounds. Consultant shall ensure that his/her employees and suppliers comply with these prohibitions.

**19. TERMINATION:**

In the event Consultant hereto fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Consultant shall be deemed in default in the

performance of this Agreement. If such default is not cured within a period of two (2) days after receipt by Consultant from PHA of written notice of default, specifying the nature of such default and the steps necessary to cure such default, PHA may terminate the Agreement forthwith by giving to the Consultant written notice thereof. Consultant will not be held responsible for failure to perform in the event such failure is due to delay caused by the PHA. PHA shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Consultant as provided herein. Upon termination of this Agreement, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination.

## **20. COMPLIANCES:**

Consultant shall comply with all state and federal laws, all City of Pharr ordinances, and all rules and regulations enacted or issued by PHA. In the event that the Consultant encounters a potential conflict between state, federal or local law, Consultant shall inform PHA and PHA shall direct Consultant on proper course of action.

## **21. GOVERNING LAW:**

This Agreement shall be interpreted under and enforced by the laws of the State of Texas excepting any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities.)

Any suits brought pursuant to this Agreement shall be filed with the Courts of the County of Hidalgo, the State of Texas.

## **22. ADVERTISEMENT:**

Consultant shall not post, exhibit, display or allow to be posted, exhibited, displayed any signs, advertising, show bills, lithographs, posters or cards of any kind pertaining to the services performed under this Agreement unless prior written approval has been secured from PHA to do otherwise.

## **23. CONFIDENTIALITY:**

A. **Definition.** Confidential Information, as used in this Agreement, shall mean any PHA Client data.

B. **Nondisclosure and Nonuse Obligation.** Consultant agrees that it will not use, disseminate, or in any way disclose any Confidential Information to any person, firm or business, except that Consultant may use Confidential Information to the extent necessary to perform its obligations under this Agreement. Consultant agrees that it shall treat all Confidential Information with the same degree of care as the Consultant accords to its own Confidential Information, but in no case less than reasonable care. Consultant agrees that it shall disclose Confidential Information only to those of its employees who need to know such information, and the Consultant certifies that such employees have previously agreed, as a condition of employment, to be bound by terms and conditions applicable to Consultant under this Agreement. Consultant shall immediately give notice to PHA of any unauthorized use or disclosure of Confidential Information.

C. **Exclusions from Nondisclosure and Nonuse Obligations.** The obligations under 23B (“Nondisclosure and Nonuse Obligation”) shall not apply to such portion that Consultant can document was i) in the public domain at the time such portion was disclosed or used, or ii) was disclosed in response to a valid court order.

D. **Ownership and Return of Confidential Information and Other Materials.** All Confidential Information shall remain the property of the PHA. At PHA’s request and no later than five (5) business days after such request, Consultant shall promptly destroy or deliver to PHA, at PHA’s option, i) all materials furnished to Consultant, ii) all tangible media of expression in Consultant’s possession or control to the extent that such tangible media incorporate any of the Confidential Information, and iii) written certification of the Consultant’s compliance with such obligations under this sentence.

**24. WAIVER:**

A waiver by PHA of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein whether of the same or a different character.

**25. INTEGRATED CONTRACT:**

This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both PHA and Consultant.

**26. CAPTIONS:**

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

N WITNESS WHEREOF, the parties have caused the Agreement to be executed on the day and year first above written.

Consulting Firm

HOUSING AUTHORITY  
OF THE CITY OF PHARR

\_\_\_\_\_  
NAME OF SIGNING PARTY  
TITLE OF SIGNING PARTY  
(PRESIDENT, VICE PRESIDENT OR CEO IF  
CONSULTING FIRM IS A CORPORATION)

\_\_\_\_\_  
Noel De León  
Executive Director

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SIGNATURE OF ONE OF THE FOLLOWING:  
CORPORATE SECRETARY  
ASSISTANT SECRETARY, CFO, TREASURER  
OR ASSISTANT TREASURER  
(IF CONSULTING FIRM IS A CORPORATION)