



HOUSING AUTHORITY
CITY OF BROWNSVILLE

Request for Qualifications No. 25-001

Insurance Broker of Record –
Employees' Supplemental Insurance Policies
and Administration of Section 125 Cafeteria Plan.

**Request for Qualifications For
Insurance Broker of Record for Employees'
Supplemental Insurance Policies and Administration of
Section 125 Cafeteria Plan**

The Housing Authority of the City of Brownsville, Texas and its affiliated entities d/b/a Housing Authority of the City of Brownsville ("HACB") hereby invites qualifications submittals from independent Contractors for Insurance Broker of Record for Employees' Supplemental Insurance Policies and Administration of Section 125 Cafeteria Plan Benefits. This process will be conducted via the Housing Agency Marketplace e-procurement website:

<https://ha.internationaleprocurement.com>

Notice: Contact with members of the HACB Board of Commissioners, or HACB officers and employees other than the contact person listed herein, by any prospective Proposer, after publication of the RFQ and prior to the execution of a contract with the successful proposer(s) could result in disqualification of your qualifications submittal. In fairness to all prospective proposer(s) during the RFQ process, if HACB meets in person with anyone representing a potential provider of these services to discuss this RFQ, an addendum will be issued to address all questions so as to ensure no Proposer has a competitive advantage over another. This does not exclude meetings required to conduct business not related to the RFQ, or possible personal presentations after written qualifications have been received and evaluated.

HOUSING AUTHORITY OF THE
CITY OF BROWNSVILLE, TEXAS

By: Julio Cesar Martinez

Contracting Officer/Procurement Manager

RFP Document

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INTRODUCTION

The Housing Authority of the City of Brownsville (HACB) is a public housing agency created by resolution of the City of Brownsville in 1938 pursuant to the Texas Housing Authorities Law (now Chapter 392 of the Texas Local Government Code and federal law). HACB is a unit of government, and its functions are essential governmental functions. The property of HACB is used for essential public and governmental purposes, and is exempt from all taxes, including sales tax on all its purchases of supplies and services.

HACB's primary activity is the administration of rental assistance for 2,812 privately owned rental units through the HCV program. It also operates and manages its housing developments to provide decent, safe, sanitary, and affordable housing to low-income families, the elderly, and the disabled, and implements various programs designed and funded by HUD.

BROWNSVILLE HOUSING OPPORTUNITY CORPORATION

HACB formed a nonprofit corporation August 23, 1995. The Brownsville Housing Opportunity Corporation ("BHOC") purposes include, but are not limited to, acquire, construct, rehabilitate, renovate, repair, equip, furnish, finance, refinance, and place in service and manage tax credit projects of the HACB for the public use and in the public interest.

BROWNSVILLE HOUSING FINANCE CORPORATION

HACB formed a nonprofit corporation April 2, 2003. The Brownsville Housing Finance Corporation ("BHFC") is committed to promote and provide opportunities for low- and moderate-income residents, including families, and elderly, handicapped or disabled persons, to live in decent housing that they can afford. Also, to promote and provide community economic development activities; and to promote the common good and general welfare of the City of Brownsville.

BROWNSVILLE HOUSING MANAGEMENT CORPORATION

HACB formed a nonprofit corporation on August 22, 2005. The Brownsville Housing Management Corporation (BHMC") was formed for the purpose of enhancing the availability of affordable housing to moderate and low-income individuals and conduct charitable and educational activities. The BHMC participates as a General Partner in multiple local Low-Income Housing Tax Credits apartment complexes.

RFP INFORMATION AT A GLANCE

HACB CONTACT PERSON	Julio Cesar Martinez, HACB Procurement Manager Email: jcmartinez@hacb.us Telephone: (956) 214-1536
HOW TO OBTAIN THE RFQ DOCUMENTS	Online: https://ha.internationaleprocurement.com If you have problems obtaining the RFQ file, please contact Mr. Julio Cesar Martinez, Procurement Manager.
HOW TO FULLY RESPOND TO THIS RFQ BY SUBMITTING A PROPOSAL SUBMITTAL	Submit one (1) electronic, bookmarked, PDF file to the Housing Agency Marketplace e-procurement website: https://ha.internationaleprocurement.com
QUALIFICATIONS SUBMITTAL RETURN & DEADLINE	November 6, 2025, 5:00 P.M. C.S.T. Finance Department 2606 Boca Chica Blvd., Brownsville, TX 78521
ANTICIPATED APPROVAL BY HACB BOARD OF COMMISSIONERS	November 2025 Regular Meeting

REQUEST FOR QUALIFICATIONS

1.0 GENERAL INFORMATION

- 1.1 Statement of Purpose:** The Housing Authority of the City of Brownsville and its affiliated entities (HACB) are seeking qualifications from qualified proposers with demonstrated competence and experience to act as HACB's Insurance Broker of Record for Employees' Supplemental Insurance Policies and Administration of Section 125 Cafeteria Plan.
- 1.2** Proposers acknowledge that submitting qualifications to HACB is not a right to be awarded a contract, but only an offer by the proposer to perform the requirements of the RFQ documents in the event HACB decides to award a contract to that proposer.
- 1.3 Proposer's Responsibilities-Contact with HACB:** Proposers shall address all communication and correspondences pertaining to this RFQ process to the HACB contact only. Proposers must not inquire or communicate with any other HACB staff member or official (including members of the Board of Commissioners) Pertaining to this RFQ. Failure to comply with this requirement is cause for submittal to be disqualified. During the RFQ solicitation process, HACB will not conduct any ex parte conversations which may give one prospective proposer an advantage over other prospective proposers.

2.0 HACB'S RESERVATION OF RIGHTS

- 2.1** HACB reserves the right to reject any or all proposals, to waive any informality in the RFQ process, or to terminate the RFQ process at any time, if deemed by HACB to be in its best interests.
- 2.2** HACB reserves the right not to award a contract pursuant to this RFQ.
- 2.3** HACB reserves the right to terminate a contract awarded pursuant to this RFQ, at any time for its convenience upon 30 days written notice to the successful proposer(s).
- 2.4** HACB reserves the right to determine the days, hours, and locations that the successful proposer(s) shall provide the services called for in this RFQ.
- 2.5** HACB reserves the right to retain all qualifications submitted and not permit withdrawal for a period of 90 days subsequent to the deadline for receiving qualifications without the written consent from HACB.
- 2.6** HACB reserves the right to negotiate the terms proposed by all proposers. If such negotiations are not, in the opinion of HACB successfully concluded within a reasonable timeframe as determined by HACB, HACB shall retain the right to end such negotiations.

- 2.7** HACB reserves the right to reject and not consider any proposal that does not meet the requirements of this RFQ, including but not limited to incomplete proposals and/or proposals offering alternate or non-requested services and from individuals deemed non responsible.
- 2.8** HACB shall have no obligation to compensate any proposer for any costs incurred in responding to the RFQ.
- 2.9** HACB reserves the right to at any time during the RFQ or contract process to prohibit any further participation by a proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein. Each prospective proposer further agrees that he/she will inform HACB in writing within five (5) days of the discovery of any item that is issued thereafter by HACB that he/she feels needs to be addressed. Failure to abide by this timeframe shall relieve HACB, but not the prospective proposer, of any responsibility pertaining to such issue.
- 2.10** HACB reserves the right, prior to award, to revise, change, alter or amend any of the instructions, terms, conditions, and/or specifications identified within the RFQ documents issued, within any attachment or drawing, or within any addenda issued. All addenda will be posted on HACB's website www.hacb.us/current-bids. Such changes that are issued before the proposal submission deadline shall be binding upon all prospective proposers.
- 2.11** In the case of rejection of all proposals, HACB reserves the right to advertise for new qualifications or to proceed to do the work otherwise.
- 2.12** HACB reserves the right to, without any liability; cancel the award of any proposal(s) at any time before the execution of the contract documents by all parties.
- 2.13** HACB reserves the right to reduce or increase estimated or actual quantities in whatever amount necessary without prejudice or liability to HACB, if:
- 2.13.1** Funding is not available,
- 2.13.2** Legal restrictions are placed upon the expenditure of monies for this category of services or supplies; or
- 2.13.3** HACB's requirements in good faith change after award of the contract.
- 2.14** HACB reserves the right to establish a competitive range for qualifications based on the initial scores and to require presentations by the proposers within the competitive range.

- 2.15** HACB reserves the right to require additional information from all proposers to determine level of responsibility. Such information shall be submitted in the form and time frame required by HACB.
- 2.16** HACB reserves the right to amend the contract any time prior to contract execution.
- 2.17** HACB reserves the right to contact any individuals, entities, or organizations that have had a business relationship with the proposer regardless of their inclusion in the reference section of the proposal submittal.

3.0 GENERAL CONDITIONS:

- 3.1 SPECIFICATIONS:** The Contractor shall provide the services as specified in this RFQ. Specifications are **Attachment A**.
- 3.2 REGULATORY/LICENSING:** Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and codes and obtain any licenses or permits required to provide the services under this RFQ. Obtaining licenses and permits shall be the sole responsibility of the successful proposer whether or not they are known to either the HACB or the proposers at the time of the submittal deadline or the award.
- 3.3 SUBMISSIONS:** Late submissions will not be accepted. Submissions received prior to the submission deadline will be held in confidence until the proposals are evaluated.
- 3.4 TYPE OF CONTRACT:** A one (1) year firm fixed contract with the option to renew at the sole discretion of HACB for up to four (4) additional one-year periods.

4.0 CONDITIONS TO SUBMIT:

- 4.1 Pre-Qualification:** Proposers will not be required to pre-qualify to submit a proposal. However, all proposers will be required to submit adequate information showing that the proposer is qualified to perform the required work (i.e. Profile of Firm Form (**Attachment C**)). Failure by the proposer to provide the requested information is cause to eliminate that proposer from consideration, provided all proposers were required to submit the same information.
- 4.2 RFQ Forms and Documents:**
 - 4.2.1** It shall be each proposer's responsibility to examine carefully and, as may be required, properly complete all documents issued pursuant to this RFQ.
 - 4.2.2** Unless otherwise instructed, specifications (if provided) do not purport to show all of the exact details of the work. They are intended to illustrate the

character and extent of performance desired under the proposed contract and may be supplemented or revised from time to time.

4.3 Submissions by HACB:

4.3.1 Receiving Proposals: The Request for Qualifications (and any future Addendums to it) may be obtained by accessing the Housing Agency Marketplace website <https://ha.internationalprocurement.com>. Registration to this e-procurement site is free. If you have any problems obtaining the document, please contact Mr. Julio C. Martinez, Procurement Manager at jcmartinez@hacb.us or (956) 214-1536.

4.3.2 Proposals received prior to the submittal deadline shall be securely kept, unopened by HACB until it is time to evaluate the qualifications submitted. No qualifications received after the designated deadline shall be considered.

4.3.2.1 A total of one (1) electronic PDF file must be submitted to the Housing Agency Marketplace addressed to:

**HACB RFQ # 25-001
INSURANCE BROKER OF RECORD FOR EMPLOYEES' SUPPLEMENTAL BENEFITS AND
ADMINISTRATION OF SECTION 125 CAFETERIA PLAN
Housing Authority of the City of Brownsville
Finance Department
2606 Boca Chica Blvd.
Brownsville, Texas 78521**

4.3.3 Withdrawal of Proposals: Proposals may be withdrawn as detailed within the attached HUD Form (Attachment B). Negligence on the part of the proposer in preparing his/her proposal confers no right of withdrawal or modification of the proposal after such proposal has been received and opened.

4.3.3.1 Procedure to withdraw proposal submittal: A request for withdrawal of a proposal due to a purported error must be filed in writing by the proposer within 48 hours after the proposal deadline. The request shall contain a full explanation of the purported error. The foregoing shall not be construed to violate the common law right of withdrawal for material error as defined in State statute. HACB retains the right to accept or reject any qualifications to the extent permitted by law.

4.4 Questions/Inquiries:

4.4.1 A proposer may inquire or question any of the proposal documents or any part of the information contained therein, by submitting, in writing to the contact person listed herein, no later than May 17, 2024, a complete and specific explanation as to what he/she is requiring clarification. HACB reserves the right to issue a revision to the applicable RFQ requirements or may reject the proposer's request.

4.4.2 Proposers must propose services that meet the requirements of the RFQ documents. All verbal communications or instructions provided by any HACB personnel shall only become official and binding when issued as an addendum by the HACB Finance Department.

5.0 **FORM OF PROPOSAL:** The proposal shall be submitted in the following manner. Failure to submit the proposal in the manner specified may result in a premature opening of, post-opening of, or failure to open and consider that proposal and may be cause for elimination of that proposer from consideration for award.

5.1 **Tabbed Proposal Submittal:** So that the HACB can properly evaluate the proposals received, all proposals submitted in response to this RFQ must be formatted in accordance with the sequence noted below. Each category in the electronic PDF file must be bookmarked so that each tab can be easily located.

5.1.1 **Tab 1, Form of Proposal and Proposers Certification Forms:** These forms are attached hereto as **Attachment D** to this RFQ document and must be fully completed and submitted under this tab as part of the submittal.

5.1.2 **Tab 2, Form HUD Forms and Conflict of Interest Questionnaire:** These Forms are attached hereto as **Attachment B** to this RFQ document and must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal.

5.1.3 **Tab 3, Profile of Firm Form:** The Profile of Firm Form is attached hereto as **Attachment C** to this RFQ document. This Form must be fully completed, executed and submitted under this tab as a part of the submittal by the Proposer and each subcontractor. Also submit the Company Profile under this tab.

5.1.4 **Tab 4, Evaluation Factors:** The Proposer must submit under this tab a response that addresses each evaluation factor.

5.1.4.1 **Experience:** Provide information that clearly demonstrates your organization's prior experience and background in providing the services as specified in this RFQ. List experience on projects of similar scope and size.

5.1.4.2 **Technical Approach:** Provide details explaining the firm's approach to assisting governmental entities to maximize benefits

coverage while minimizing the financial impact of rising insurance premiums. Cite examples of innovative concepts your firm has employed.

5.1.4.3 Qualifications: Describe your Company's qualifications as it pertains to providing Benefits broker services to HACB. Specifically highlight those qualifications that distinguish you from your competitors.

5.1.5 Tab 5, Client Information: The proposer shall submit three (3) former or current clients, preferably other than HACB, for whom the proposer has performed similar or like services to those being proposed herein. The list shall, at minimum include for each reference:

5.1.5.1 The client's name;

5.1.5.2 The client's telephone number and address;

5.1.5.3 Description of services provided to the client; and

5.1.5.4 Date of services.

5.1.6 Tab 6, Joint Venture/Partnerships: The Proposer shall identify if this submission is a joint venture or partnership with another entity. Please remember that all information required from the Proposer under the proceeding or subsequent tabs must also be included for any joint venture or partner. One entity must be designated as the primary contact for the joint venture or partnership in the quote. Include a Profile of Firm Form for each entity. If no joint venture or partnership exists or will not be utilized, please provide this statement, "NO JOINT VENTURE/NO PARTNERS."

5.1.7 Tab 7, Subcontractors: Proposers must also provide HACB with the name, contact information to include address, phone number, email address, core area of business, and years of expertise for each subcontractor. A Profile of Firm Form must be completed for each subcontractor included in this Tab. Firm must realize that the actual usage of subcontractor will be contingent upon HACB's prior written approval and Firm remains responsible to HACB for any and all services provided pursuant to this RFQ and any resulting contract. If no subcontractors will be utilized, please provide this statement, "NO SUBCONTRACTORS" "Contractor intends to perform all services detailed in this RFQ."

5.1.8 Tab 8, Section 3 Business Preference: Any proposer claiming a Section 3 Business Preference, shall under this tab include the fully completed and executed Section 3 applicant certification form for low-income employees for whom Proposer is seeking the preference, verification of total number of full-time employees, names and addresses of low-income residents who are Proposer's employees.

5.1.9 Tab 9, Small/Minority/Disadvantaged/Veteran Business Enterprise Utilization

Plan: The Proposer shall submit a plan that details how the Contractor will make a good faith effort to subcontract with S/W/MBE companies. Opportunities to subcontract S/W/MBE companies should be listed here.

5.1.10 Tab 10, Section 3 Good Faith Effort Compliance Plan: Proposers are required to complete and submit a Section 3 Program Good Faith Effort Statement outlining their efforts to employ qualified Section 3 businesses or persons.

5.1.11 Tab 11, Financial Viability and Other Information: Contractor shall provide financial information that supports the contractor's viability and ability to perform the work without undue financial burden. The Proposer may also include hereunder any other general information that the Proposer believes is appropriate to assist HACB in its evaluation. Copies of any licenses held or required shall be included in this tab.

5.2 Proposal Submittal Binding Method: The Proposer shall bind the proposal such that HACB can, if needed, remove the binding (i.e., "comb-type, etc.) or remove the pages from the cover (i.e., 3-ring binder, etc.) to make copies then return the proposal submittal to its original condition.

6.0 PROPOSAL EVALUATION:

6.1 Proposal Results: When HACB has concluded all evaluations, has chosen a final top-rated proposer, has completed the award and is ready to issue such results, HACB shall notify the successful proposer.

6.1.1 All proposal documents submitted by the proposers are generally a matter of public record unless such information is deemed to be proprietary.

6.2 Evaluation: Each proposal submittal will be evaluated based upon the following information and criteria:

6.2.1 Initial Evaluation-Responsiveness: Each proposal received will first be evaluated for responsiveness (i.e., meeting the minimum requirements as stated in the RFQ.)

6.2.2 Evaluation-Responsibility: HACB shall select a minimum of a three (3) person panel, using the criteria established below, to evaluate each of the qualifications submitted in response to this RFQ to determine the proposer's level of responsibility. HACB will consider capabilities or advantages that are clearly described in the proposal that may be confirmed by oral presentations, site visits, demonstrations, and references contacted by HACB. All proposals would be evaluated as to their overall value to HACB.

6.2.3 Restrictions: All persons having familial (including in-laws) and/or employment relationships (past or current) with principals and/or

employees of a proposer will be excluded from participation on HACB's evaluation panel. Similarly, all persons having ownership interest in and/or contract with a proposer will be excluded from participation on HACB's evaluation panel.

6.2.4 Evaluation Criteria: The evaluation panel will use the following criteria to evaluate each proposal:

- 5 Excellent
- 4 Above Average
- 3 Average
- 2 Below Average
- 1 Poor
- 2 Non-Responsive

No.	Points	Weighted Average	Criterion Description
1	0-5	60%	Experience: Provide information that clearly demonstrates your organization's prior experience and background in providing the services (Insurance Broker of Record for Benefits) as specified in this RFQ. List experience on projects of similar scope and size.
2	0-5	15%	Technical Approach: Provide details explaining your firm's approach to assisting governmental entities (specifically Public Housing Authorities) to maximize Benefits coverage with the best premiums. Cite examples of innovative concepts your firm has employed.
3	0-5	25%	Qualifications: Describe your Company's qualifications as it pertains to Benefits consultant and/or Insurance Broker of Record. List your company's experience with HUD, Public Housing Authorities, or public entities. Specifically highlight those qualifications that distinguish you from your competitors.
		100%	Total Points for Criteria

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6.2.5 Section 3 Preference Evaluation Factor. The following factors will be utilized by the CO to evaluate each proposal submittal received:

(1) No.	(2) Max Point Value	(3) Factor Type	(4) Factor Description
1		Objective	SECTION 3 BUSINESS PREFERENCE PARTICIPATION. A firm may qualify for Section 3 status as detailed within Attachments D and D-1 (NOTE: A max of 15 points awarded).
1a	3 points		Priority I, Category 1a. Business concerns that are 51 percent or more owned by residents of the housing development or developments for which the Section 3- covered assistance is expended.
1b	3 points		Priority II, Category 1b. Business concerns whose workforce includes 30 percent of residents of the housing development for which the Section 3- covered assistance is expended, or within three (3) years of the date of first employment with the business concern, were residents of the Section 3- covered housing development.
1c	2 points		Priority III, Category 2a. Business concerns that are 51 percent or more owned by residents of any other housing development or developments.
1d	2 points		Priority IV, Category 2b. Business concerns whose workforce includes 30 percent of residents of any other public housing development or developments, or within three (3) years of the date of first employment with the business concern, were "Section 3" residents of any other public housing development.
1e	2 points		Priority V, Category 3. Business concerns participating in HUD Youth-build programs being carried out in the metropolitan area in which the Section 3-covered assistance is expended.
1f	2 points		Priority VI, Category 4a. Business concerns that are 51 percent or more owned by Section 3 residents in the metropolitan area, or whose permanent, full-time workforce includes no less than 30 percent of Section 3 residents in the metropolitan area, or within three (3) years of the date of employment with the business concern, were Section 3 residents in the metropolitan area.
1g	1 points		Priority VII, Category 4b. Business concerns that subcontract in excess of 25 percent of the total amount of subcontracts to Section 3 business concerns.
1h	15 points		Maximum Available Preference Points (Additional)
	115 points	Total Possible Points	

6.2.6 Burden of Proof: If requested by HACB, it shall be the responsibility of the proposers to furnish HACB with sufficient data, within a specified time, so that HACB may determine if the validity of services offered conform to the specifications/requirements.

6.2.7 Award: Submissions will be evaluated on the criteria stated in the RFQ. After evaluation of the responses, the Contract will be awarded to the proposer representing "Best Value" to HACB.

6.3 Mistake in Proposal Submitted:

6.3.1 After a proposal has been opened it may not be changed for the purpose of correcting an error in the pricing. This does not affect the common law right of the proposer to withdraw a proposal due to a material mistake in the proposal.

6.4 Irregular Proposal Submittal: A proposal shall be considered irregular for any one of the following reasons, any one or more of which may at HACB's discretion, be reason for rejection:

6.4.1 If the forms furnished by HACB are not used or altered.

6.4.2 If all requested completed attachment do not accompany the proposal submittal.

6.4.3 If there are unauthorized additions, conditional or alternated proposals, or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning or give the proposer submitting the same competitive advantage over other proposers.

6.4.4 If the proposer adds any provisions reserving the right to accept or reject any award or to enter into a contract pursuant to an award.

6.5 Disqualification of Proposers: Any one or more of the following shall be considered as sufficient for the disqualification of a prospective proposer and the rejection of his/her proposal:

6.5.1 Evidence of collusion among prospective proposers. Participants in such collusion will receive no recognition as Proposers or proposers for any future work with HACB until such participant shall have been reinstated as a qualified bidder or proposer. The names of all participants in such collusion shall be reported to HUD and any other inquiring governmental agency.

- 6.5.2** More than one proposal for the same work from an individual, firm, or corporation under the same or different name(s).
- 6.5.3** Lack of competency, lack of experience and/or other resources.
- 6.5.4** Unsatisfactory performance records as show by past work for HACB or with any other local, state, or federal agency, judged from the standpoint of workmanship and progress.
- 6.5.5** Incomplete work, which in the judgment of HACB, might hinder or prevent prompt completion of additional work, if awarded.
- 6.5.6** Failure to satisfactorily settle items on former contracts still outstanding at the time of letting.
- 6.5.7** Failure to comply with any qualification requirements of HACB.
- 6.5.8** Failure to list, if required, all subcontractors (if subcontractors are allowed by HACB) who will be employed by the successful proposer(s) to complete the work of the proposed contract.
- 6.5.9** Failure of the successful proposer to be properly licensed by the City, County and/or the State of Texas and/or to be insured by a commercial general liability policy and/or worker's compensation policy and/or business automobile liability policy, if applicable.
- 6.5.10** Any reason to be determined in good faith, to be in the best interests of HACB.

6.6 Award of Proposal(s): Pursuant to the qualified method or RFQ process, proposals are not publicly opened, but are held secure until the submittal deadline has passed. The proposals are then opened in private by the CO (or designee) and are pursuant to the evaluation plan, examined for minimum responsiveness (i.e., minimum compliance with the requirements of the RFQ.) Persons other than HACB staff involved in this process are not allowed to be present during the opening, nor may they inspect the proposals until after award has been completed.

6.6.1 All proposal documents submitted by the proposers are generally a matter of public record unless information is deemed to be proprietary.

7.0 **INSURANCE:** If a proposer receives an award and unless otherwise waived in the Contract, the Contractor, will be required to provide an original Certificate of Insurance confirming the following minimum requirements to HACB within 10 days of contract signature:

Professional Liability	Requirement Limits
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HACB and its affiliates must be named as an Additional Insured and be a Certificate Holder. This is required for vendors who render observational services to HACB such as appraisers, inspectors, attorneys, engineers or consultants.	\$1,000,000
Business Automobile Liability	Required Limits
HACB and its affiliates must be named as an additional insured and as the certificate holder. This is required for any vendor that will be using their vehicle to do work on HACB properties.	\$500,000 combined Single limit, per occurrence.
Worker's Compensation and Employer's Liability	Required Limits
Worker's Compensation coverage is Statutory and has no pre-set limits. Employer's Liability Limit is \$500,000. Worker's Compensation is required for any vendor made up of more than two persons. A Waiver of Subrogation in favor of HACB must be included in the Worker's Compensation policy. HACB and its affiliates must be a Certificate Holder.	Statutory \$500,00 bodily injury for each accident \$500,000 bodily injury by disease for each employee \$500,000 bodily injury disease aggregate
Commercial General Liability	Required Limits
This is required for any vendor who will be doing hands on work at HACB properties. HACB and its affiliates must be named as an Additional Insured and as the Certificate Holder.	\$1,000,000 per accident 2,000,000 aggregate

8.0 RIGHT TO PROTEST:

8.1 Rights: Any prospective or actual proposer or contractor who is allegedly aggrieved in connection with the solicitation of a proposal or award of a contract shall have the right to protest. Such right only applies to deviations from laws, rules, regulations, or procedures. Disagreements with the evaluators' judgments as to the number of points scored are not reasons for an appeal. An alleged aggrieved protestant claiming this right is hereby informed that these regulations do not provide for administrative appeal as a matter of right for that alleged aggrieved protestant.

8.1.1 Definition: An alleged aggrieved "protestant" is a prospective proposer or proposer who feels that he/she has been treated inequitably by HACB and wishes HACB to correct the alleged inequitable condition or situation.

8.1.2 Eligibility: To be eligible to file a protest with HACB pertaining to an RFQ or contract, the alleged aggrieved protestant must have been involved in the RFQ process in some manner as a prospective proposer (i.e., recipient of the RFQ documents) when the alleged situation occurred. HACB has no

obligation to consider a protest filed by any party that does not meet these criteria.

- 8.1.3 Procedure:** Any actual or prospective contractor may protest the solicitation or award of a contract for material violation of HACB's procurement policy. Any protest against an HACB solicitation must be received before the due date for receipt of Proposals or proposals and any protest against the award of a contract must be received within ten calendar days after contract award or the protest will not be considered.

All protests must be in writing and submitted to the Finance Team for a written decision. The Finance Team shall make a recommendation to the Contracting Officer who shall issue a written decision and findings to the Contractor within 30 days from receipt of the written protest. This decision is then appealable to the Board of Commissioners within 30 days of receipt of the written decision. Appeals which are not timely filed will not be considered and the decision becomes final. All appeals shall be marked and sent to the address as listed in the example below:

APPEAL OF RFQ NO. 24-001
Housing Authority of the City of Brownsville
Attn: Finance Department
2606 Boca Chica Blvd.
Brownsville, Texas 78521

9.0 DISPUTES UNDER THE CONTRACT:

- 9.1 Procedures:** In the event that any matter, claim, or dispute arises between the parties, whether or not related to this RFQ or any resulting contract, both parties shall be subject to nonbinding mediation if agreed to by both parties within thirty (30) days of either party making a request in writing. The parties further agree that if the matter, claim, or dispute is not settled during mediation, it shall thereafter be submitted to binding arbitration. The parties shall make a good faith attempt to mutually agree upon an arbitrator. If the parties cannot mutually agree upon an arbitrator after reasonable efforts have been exerted, then the matter, claim or dispute shall be submitted to the American Arbitration Association for final and binding arbitration. Unless extended by the arbitrator for good cause shown, the final arbitration hearing shall begin no later than two months after selection of the arbitrator.

10.0 ADDITIONAL CONSIDERATIONS:

- 10.1 Government Standards:** It is the responsibility of the prospective proposer to ensure that all items and services proposed conform to all local, state, and federal law concerning safety (OSHA) and environmental control (EPA and Cameron County Pollution Regulations) and any other enacted ordinance, code, law, or regulation. The successful proposer shall be responsible for all costs incurred for

compliance with any such possible ordinance, code, law, or regulation. No time extensions shall be granted, or financial consideration given to the successful proposer for time or monies lost due to violations of any such ordinance, code, law or regulations that may occur.

- 10.2 Work on HACB Property:** If the successful proposer's work under the contract involves operations on HACB premises, the successful proposer shall take all necessary precautions to prevent the occurrence of any injury to persons or property during the progress of such work and shall immediately return said property to a condition equal to or better than the existing condition prior to the commencement of work at the site at no cost to HACB.
- 10.3 Estimated Quantities:** Unless otherwise indicated, the quantities shown are estimates only and are used to evaluate the responses and may or may not reflect anticipated purchases. HACB does not guarantee any minimum purchase quantity.
- 10.4 Official, Agent and Employees of the HACB Not Personally Liable:** It is agreed by and between the parties hereto that in no event shall any official, officer, employee, or agent of HACB in any way be personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this agreement.
- 10.5 Subcontractors:** Unless otherwise stated within the RFQ documents, the successful proposer may not use any subcontractors to accomplish any portion of the services described within the RFQ documents or the contract without the prior written permission of the HACB. Also, any substitution of subcontractors must be approved in writing by HACB prior to their engagement.
- 10.6 Salaries and Expenses Relating to the Successful Proposers Employees:** Unless otherwise stated within the RFQ documents, the successful proposer shall pay all salaries and expenses of, and all Federal, Social Security taxes, Federal and State Unemployment taxes, and any similar taxes relating to its employees used in the performance of the contract. The successful proposer further agrees to comply with all Federal, State and local wage and hour laws and all licensing laws applicable to its employees or other personnel furnished under this agreement.
- 10.7 Independent Contractor:** Unless otherwise stated within the RFQ documents or the contract, the successful proposer is an independent contractor. Nothing herein shall create any association, agency, partnership or joint venture between the parties hereto and neither shall have any authority to bind the other in any way.
- 10.8 Severability:** If any provision of this agreement or any portion or provision hereof applicable to any particular situation or circumstance is held invalid, the remainder of this agreement or the remainder of such provision (as the case may

be), and the application thereof to other situations or circumstances shall not be affected thereby.

10.9 Waiver of Breach: A waiver of either party of any terms or conditions of this agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations, and agreements contained in this agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, obligation or agreement of either party.

10.10 Time of the Essence: Time is of the essence as to each provision in which a timeframe for performance is provided in this RFQ. Failure to meet these timeframes may be considered a material breach, and HACB may pursue compensatory and/or liquidated damages under the contract.

10.11 Limitation of Liability: In no event shall HACB be liable to the successful proposer for any indirect, incidental, consequential or exemplary damages.

10.12 Indemnity: The contractor shall indemnify and hold harmless HACB and its officers, agents, representatives, and employees from and against all claims, losses, damages, actions, causes of action and/or expenses resulting from, brought for, or on account of any bodily injury or death of an employee of the Contractor, its agent, or its subcontractor of any tier received or sustained by any persons or property growing out of, occurring, or attributable to any work performed under or related to this Agreement, resulting in whole or in part from the negligent acts or omissions of the Contractor, any subcontractor, or any employee, agent or representative of the Contractor or any subcontractor, **AND REGARDLESS OF WHETHER CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF HACB. CONTRACTOR ACKNOWLEDGES AND AGREES THAT THIS INDEMNITY CONTROLS OVER ALL OTHER PROVISIONS IN THE AGREEMENT, SURVIVES TERMINATION OF THIS AGREEMENT, AND APPLIES TO CLAIMS AND LIABILITY ARISING OUT OF THE SOLE OR CONCURRENT NEGLIGENCE OF HACB.**

Contractor shall indemnify and hold harmless HACB, their agents, consultants and employees from and against any and all property damage claims, losses, damages, costs and expenses relating to the performance of this Agreement, including any resulting loss of use, but only to the extent caused by the negligent acts or omissions of Contractor, its employees, sub-subcontractors, suppliers, manufacturers, or other persons or entities for whose acts Contractor may be liable.

10.13 Public/Contracting Statutes: HACB is a governmental entity as that term is defined in the procurement statutes. HACB and this RFQ and all resulting contracts are subject to federal, state, and local laws, rules, regulations and policies relating to procurement as applicable.

10.14 Termination: Any contract resulting from the RFQ may be terminated under the following conditions:

10.14.1 By mutual consent of both parties, and

10.14.2 Termination for Cause: As detailed within the attached HUD Forms.

10.14.2.1 HACB may terminate any and all contracts for default at any time in whole or in part, if the contractor fails to perform any of the provisions of any contract, so fails to pursue the work as to endanger performance in accordance with the terms of the RFQ or any resulting contracts, and after receipt of written notice from HACB, fails to correct such failures within seven (7) days or such other period as HACB may authorize or require.

10.14.2.1.1 Upon receipt of a notice of termination issued from HACB, the Contractor shall immediately cease all activities under the contract resulting from this RFQ, unless expressly directed otherwise by HACB in the notice of termination.

10.14.2.1.2 HACB may terminate any contract resulting from this RFQ in whole or in part, if funding is reduced, or is not obtained and continued at levels sufficient to allow for the expenditure.

10.14.3 Termination for Convenience: In the sole discretion of the Contracting Officer, HACB may terminate any and all contracts resulting from this RFQ in whole or part upon thirty days prior notice to the Contractor when it is determined to be in the best interest of HACB.

10.14.4 The rights and remedies of HACB provided under this section are not exclusive and are in addition to any other rights and remedies provided by law or under any contract

10.14.5 In the event the resulting contract from this RFQ is terminated for any reason, or upon its expiration, HACB shall retain ownership of all work products including deliverables, source and object code, microcode, software licenses, and documentation in whatever form that may exist. In addition to any other provision, the Contractor shall transfer title and deliver to HACB any partially completed work products, deliverables, source and object code, or documentation that the Contractor has produced or acquired in the performance of any resulting contract.

10.15 Examination and Retention of Contractor's Records: HACB, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall,

until three years after final payment under all contracts executed as a result of this RFQ, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audits, examinations, excerpts and transcriptions.

10.16 Inter-Local Participation

10.16.1 HACB may from time to time enter into Inter-local Cooperation Purchasing Agreements with other governmental entities or governmental cooperatives (hereafter collectively referred to as "Entity" or "Entities") to enhance HACB's purchasing power. At HACB's sole discretion and option, HACB may inform other Entities that they may acquire items listed in this RFQ. Such acquisition(s) shall be at the prices stated herein and shall be subject to Contractor's acceptance.

10.16.2 In no event shall HACB be considered a dealer, remarketer, agent or other representative of Contractor or Entity. Further, HACB shall not be considered and is not an agent; partner or representative of the Entity making purchases hereunder and shall not be obligated or liable for any such order.

10.16.3 Purchase orders shall be submitted to Contractor by the individual Entity.

10.16.4 HACB shall not be liable or responsible for any obligation, including but not limited to, payment and for any item or service ordered by an Entity, other than HACB.

10.17 Right to data and Patent Rights: In addition to other ownership & use rights HACB shall have exclusive ownership of all, proprietary interest in, and the right to full and exclusive possession of all information, materials, documents, software, and all electronic data discovered or produced by Contractor and/or subcontractor(s) pursuant to the terms of any resulting contract, including but not limited to, reports, memoranda or letters concerning the research and reporting tasks of any resulting contract. Both parties agree to comply with HUD Bulletin 909-23, which is the Notice of Assistance Regarding Patent and Copyright Infringement.

10.18 Lobbying Certification: By proposing to do business with HACB or by doing business with HACB, each proposer certifies the following:

10.18.1 No Federal appropriated funds have been paid or will be paid, by or on behalf of the proposer, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making

of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

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

10.18.3 The successful proposer shall require that the language of this certification be included in the award documents for all sub-awards at all tiers, (including but not limited to subcontractors, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

10.18.4 This clause is a material representation of fact upon which reliance will be placed when the award is made or a contract is entered into. The signing of a contract or acceptance of award certifies compliance with this certification, which is a prerequisite for making or entering into a contract, which is imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certifications shall be subject to civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

10.19 Applicable Statutes, Regulations & Orders: Contractors shall comply with all statutes, rules, regulations, executive orders affecting procurements by Housing Authorities including but not limited to:

- 10.19.1** Executive Order 11246
- 10.19.2** Executive Order 11063
- 10.19.3** Copeland "Anti-Kickback" Act (18 US 874)
- 10.19.4** Davis Bacon and Related Acts (40 USC 276a-276a-7)
- 10.19.5** Clean Air & Water Acts (42 USC 187(h); 33 USC 1368)
- 10.19.6** Contract Work Hours & Safety Standards Act (40 USC 327-330)
- 10.19.7** Energy Policy & Conservation Act (PL 94-163, 89 STAT 871)
- 10.19.8** Civil Rights Act of 1964, Title VI (PL 88-352)
- 10.19.9** Civil Rights Act of 1968, Title VIII (PL 90-284 Fair Housing Act)
- 10.19.10** Age Discrimination Act of 1975
- 10.19.11** Anti-Drug Abuse Act of 1988 (42 USC 11901 et. Seq.)
- 10.19.12** HUD Information Bulletin 909-23
- 10.19.13** Immigration Reform & Control Act of 1986
- 10.19.14** Fair Labor Standards Act (29 USC 201, et. Seq.)

- 10.20** Additional Information: Each provision of law and each clause, which is required by law to be inserted in this RFQ or any contract, shall be deemed to have been inserted herein, and this RFQ and any resulting contract shall be read and enforced as though such provision or clause had been physically inserted herein. If, through mistake or otherwise, any such provision is not inserted or is inserted incorrectly, this agreement shall forthwith be physically amended to make such insertion or correction upon the application of either party. The fore- mentioned statutes, regulations and executive orders are not intended as an indication that such statute, regulation or executive order is necessary applicable nor is an omission of such statute, regulation or executive order intended to indicate that it is not applicable.
- 10.21 Conflicting Conditions:** In the event there is a conflict between the documents comprising this RFQ and any resulting contracts, the following order of precedence shall govern: (1) the more restrictive terms of either: any and all attached HUD forms and the term/conditions in the body of any resulting contract; (2) the RFQ; and (3) Contractor's Response. In the event that a conflict exists between any state statute or federal law the most restrictive terms shall apply.
- 10.22** Contract Form: HACB will not execute a contract on the successful proposer's form. Contracts will only be executed on HACB's form. By submitting a proposal, the successful proposer agrees to this condition. However, HACB will consider any contract clauses that the proposer wishes to include therein, but the failure of HACB to include such clauses does not give the successful proposer the right to refuse to execute HACB's contract form. It is the responsibility of each prospective proposer to notify HACB, in writing, with the proposal submittal of any contract clauses that he/she is not willing to include in the final executed contract. HACB will consider such clauses and determine whether or not to amend the Contract.