

Texas Department of Housing and Community Affairs



Request for Proposals 332-RFP26-1006 for Texas Rental Assistance Certification System (TRACS) Processing Services By Texas Department of Housing and Community Affairs

Anticipated Schedule of Events

RFP Issuance:

Written Questions Due:

Response to Questions Post:

Proposals Due:

Contract Execution:

Commencement of Work:

Date

June 17, 2026

July 01, 2026

July 08, 2026

July 17, 2026

Sept 1, 2026

Sept 1, 2026

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PART I GENERAL INFORMATION

1.1 Introduction

The Texas Department of Housing and Community Affairs ("TDHCA") was created pursuant to Chapter 762, Acts of the Seventy-second Legislature of the State of Texas, Regular Session, 1991, as designated in Chapter 2306, Government Code in part to increase the supply of affordable housing for low- and moderate-income Texans. The Bond Finance Division of TDHCA issues tax-exempt and taxable bonds as well as other alternative types of funding to finance single-family housing.

TDHCA is governed by a six-member Board appointed by the Governor with the advice and consent of the Senate serving staggered six-year terms with the terms of three directors expiring on January 31 of each odd-numbered year. Members may be re-appointed.

As a result of this RFP, the Department anticipates executing a contract with the Successful Respondent to perform the services and the contract, if any, resulting from it (the "contract"). The time and number of contracts resulting from this RFP and all procedures relating to such contracts are within the discretion of the Department. Successful Respondent, as an independent contractor, shall provide services under the contract, at its facilities and with its own personnel.

1.2 Background

In 2013, the U.S. Department of Housing and Urban Development ("HUD") provided the Texas Department of Housing and Community Affairs ("TDHCA" or "Department") an award under the Section 811 Project Rental Assistance ("PRA") Program, which provides project-based rental assistance to extremely low-income persons with disabilities as they receive long term services. Subsequently in 2014, HUD awarded a second round of funds to Texas. Again in 2020 the Department received a third round of funding.

In 2025, the Department received a status letter from HUD awarding the Department a fourth round of funding. The Department is also in the process of responding to a Notice of Funding Opportunity (NOFO) for a fifth round of funding. Combined, the awards total over \$47 million. The Department has not yet contracted with HUD for the fourth or fifth award, but that if contracted, this scope of work will cover those awards as well. TDHCA operates this program in partnership with the Health and Human Service Commission, the Department of Family and Protective Services, local disability service organizations, and participating multifamily properties.

1.3 Definitions and Acronyms

- **Department.** Texas Department of Housing and Community Affairs.
- **TDHCA.** Texas Department of Housing and Community Affairs.
- **HUD.** U.S. Department of Housing and Urban Development
- **TRACS.** Tenant Rental Assistance Certification System
- **HHSC.** Health and Human Service Commission
- **DFPS.** Department of Family and Protective Services
- **PRA.** Project Rental Assistance
- **RAC.** Rental Assistance contract
- **EIV.** Enterprise Income Verification

PART II SCOPE OF WORK

2.1 Service Description

The Successful Respondent shall provide services as described in this Section and in compliance with all requirements of this RFP and the contract. Any deviations from these specific requirements must be approved by the Department and the Successful Respondent in writing that specifically refers to the requirement and the reason for approval of the deviation. The Department will consider approving written requests for such deviations if the Department determines, in its sole discretion, that such deviations are consistent with applicable law and in the best interests of the Department. Further, any decrease in the level of services must be accompanied by a decrease in approved fees. All services must be provided at a highly competitive fee level, *i.e.*, at a fee level that will provide the best value to the Department when all evaluation criteria are considered. The Department reserves the right, in its sole discretion, to enter into preliminary negotiations with more than one of the top Respondents.

The Successful Respondent must be qualified and able to provide all of the services required by the Department.

2.1.1 Minimum Requirements

1. Vendor must include resumes or biographies of key staff evidencing adequate experience operating HUD TRACS programs, including the Section 811 Project Rental Assistance Program. The vendor staff roster must include personnel that hold nationally recognized affordable housing management credentials such as those provided by The National Affordable Housing Management Association or the National Center for Housing Management. The vendor staff roster must also include personnel that hold auditing and risk management credentials such as those provided by the Institute of Internal Auditors.
2. Must have Fidelity Bond coverage as required by HUD and TDHCA for the Section 811 PRA Program to compensate TDHCA and HUD for any theft, fraud or other loss of program property resulting from action or non-action by the Vendors' officers or employees or other individuals with administrative functions or responsibility for contract administration for the program. Vendor represents that it will maintain fidelity bond insurance at a minimum of the greater of \$50,000 or the amount of 10% of the contract. The fidelity bond insurance must cover all officers, employees, or contractors that sign or counter-sign checks, or approve or disperse funds under this contract in an amount that exceeds \$250. Vendor is responsible for submitting claims when losses are discovered.
3. Must comply with HUD and TDHCA required program records retention policies and make records available to TDHCA and HUD upon request.
4. Experience Requirements:
 - a. Vendor must have at least five years of experience conducting operations through HUD Secure Systems, successfully vouchering for the Section 811 Project Rental Assistance Program.
 - b. Must have a minimum of three (3) years of experience providing the services described in the Scope of Work without any significant findings or compliance issues with HUD.
 - c. Must be able to demonstrate the capacity and facilities to receive resident certification and recertification data (form HUD 50059) and voucher data (form 52670) electronically from the owners or management agents in a form consistent with reporting requirements specified by HUD for the TRACS system.
 - d. Must have access to all applicable HUD software, Vendor purchased or owned software that interfaces with TRACS software and internet based systems.
 - e. Must have demonstrated ability to integrate their processes, reporting requirements, and systems with TDHCA's database systems and/or reporting requirements in coordination with TDHCA's Information Systems Division and Financial Administration Division.

2.1.2 General Services

TDHCA is seeking a Vendor who can complete the Grantee (TDHCA) TRACS requirements associated with TDHCA's

Section 811 PRA program. As described in the Introduction, the total number of properties and number of units is unknown at this time and only rough estimates are provided. The following are variables that will impact the schedule, number of participating properties, and the number of units:

1. TDHCA was awarded a certain amount of funds, instead of a number of units, therefore, the number of units will be dependent on many factors such as the aggregate of: the Gross Rent allowed by an area, the Utility Assistance of the participating properties, and the amount of tenant payments over time;
2. The number of properties who apply to participate in the program could change based on future potential incentives for participation; and
3. The number of participating units each property places in their property could decrease or increase the number of properties who can participate in the program.

*TDHCA encourages potential Vendors to propose addressing the Scope of Work considering this potential variation in workload.

2.2 Term of Contract

If a contract is awarded, the initial term of the contract is expected to begin September 01, 2026, or as soon thereafter as practical, and to terminate August 31, 2027. In accordance with the terms of the contract, the Department has the option, in its sole discretion, to renew the contract for three (3) additional one (1) year periods through August 31, 2030.

A contract awarded under this RFP, if any, shall incorporate this entire RFP. The Department reserves the right, in its sole discretion, to make a contract award without negotiation of these provisions. In the event the Department requires negotiations with Respondents, any modifications or clarifications agreed to with Successful Respondent during contract negotiations shall also be incorporated into the final, executed contract. Each Respondent must review these terms and conditions in Exhibit A and otherwise in this RFP and must address any concerns or issues in its transmittal letter. Terms and conditions not specifically objected to in the transmittal letter will be deemed to be accepted by Respondent. The Department has final approval of any contract awarded as a result of this RFP.

2.3 Limitation of Authority

Successful Respondent shall have no authority to act for or on behalf of the Department, or the State of Texas except as expressly provided for in the contract; no other authority, power, use, or joint enterprise is granted or implied. Successful Respondent may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of the Department or State of Texas.

PART III GENERAL INFORMATION

3.1 Authority

This RFP is issued pursuant to Chapter 2155, Section 2155.001; Section 403.011; and Chapter 2156, Section 2156.121, of the Texas Government Code.

3.2 TDHCA Rights

In the best interest of the Department and the State, the Department, in its sole discretion, may amend or modify any provisions of this RFP, or withdraw this RFP at any time prior to award of a contract. The Department reserves the right, in its sole discretion, to reject any or all submitted Proposals or to select one or more qualified Respondents to this RFP without discussion of Proposals with the respective Respondents. The decision of the Department, or its designee with regard to the above, shall be administratively final. The Department, in its sole discretion, may waive administrative deficiencies and/or minor technicalities in Proposals received. All Proposals shall become a part of the Department's official procurement files and may be available for public inspection upon request after the Procurement process is completed.

3.3 Respondent Obligations

Respondents to this RFP are responsible for any expense related to the preparation and submission of a Proposal. The Department shall not pay for any cost that is incurred by Successful Respondent prior to the effective date of the contract. Qualified firms with the requisite experience are invited to submit Proposals in accordance with this RFP. Proposals must address all requirements and/or specifications.

3.4 Successful Respondent Obligations

The Department shall look solely to Successful Respondent for performance of the contract. Successful Respondent shall provide the requested services under the direction of the Department. Successful Respondent shall be the sole point of contract responsibility. Successful Respondent shall be liable, both individually and severally, for the performance of all obligations under the awarded contract and shall not be relieved of the non-performance of any subcontractor.

3.5 Schedule of Events

The Department anticipates that the selection of Successful Respondent and execution of the Contract, if any, will proceed according to the following approximate schedule:

June 17, 2026	-	Issuance of RFP (after 10:00 a.m. CT)
July 01, 2026	-	Deadline for Submission of Questions (2:00 p.m. CT)
July 08, 2026	-	Electronic Posting of Official Responses to Questions (or as soon thereafter as practical)
July 17, 2026	-	Deadline for Submission of Proposals (2:00 p.m. CT) (Late Proposals will not be considered)
September 1, 2026	-	Contract Execution (or as soon thereafter as practical)
September 1, 2026	-	Commencement of Work (or as soon thereafter as practical)

The times stated in this document refer to Central Time (“CT”), Austin, Texas, where appropriate. The Department’s regular office hours are 8:00 a.m. to 5:00 p.m., Monday through Friday, except national and official State of Texas holidays. All deadlines are subject to change at the Department’s sole discretion.

Notices of changes to items directly impacting the original RFP or proposal process will be posted on the ESBD at: <http://www.txsmartbuy.com/esbd>. Any amendment to this solicitation will be posted as an addendum on the ESBD. It is the responsibility of interested parties to periodically check the ESBD for updates to the procurement prior to submitting a Proposal. Respondent’s failure to periodically check the ESBD for updates will in no way release Successful Respondent from compliance with any requirements in the “addenda or additional information,” even if such compliance results in additional costs to meet the requirements.

3.6 Issuing Office

The Department, through its purchasing section, shall act as and be referred to as the “**Issuing Office**” and shall be the sole point of contact for this RFO. The Department is the only office authorized to clarify, modify, amend, alter, or withdraw the specifications, terms, and conditions of this RFO and any contract awarded as a result of this RFO. Upon issuance of this RFO, other employees and representatives of the Department shall not answer questions or otherwise discuss the contents of this RFO with any Offerors or their representatives. Failure to observe this restriction may result in disqualification of any pending or subsequent Offer. This restriction does not preclude discussions unrelated to this RFO or questions relating to completing the Veteran Heroes United in Business (“VetHUB”) documents required in Section 4.2.M of this RFO.

VetHUB Coordinator
Email: Suzanne.Saucedo@tdhca.texas.gov

Assistant VetHUB Coordinator
Email: Cheryl.Mathis@tdhca.texas.gov

3.7 Submission of Proposals

TDHCA has an e-Procurement Portal that will accept submission of the electronic response to this solicitation. Submission Instructions are as follows: Respondent shall upload response content using the TDHCA e-Procurement Portal. The link is found at: <https://tdhca-texas-gov.bonfirehub.com/portal/?tab=openOpportunities> VENDOR REGISTRATION is required prior to submitting your response. Respondents must register in the e-Procurement Portal. Registration is free and easy! You can vendor register through the Register button in the top right corner.

Vendor Registration will allow Respondents to submit their responses to this solicitation. When registering, have your Texas Vendor ID number, DUNS, and W-9 form ready. If the Texas ID number is unknown, enter the Federal Employer Identification Number. Respondents can modify their submissions until the Response Due Date in the e-Procurement Portal. **Emailed, or faxed Responses will not be considered.** Interested Respondents are encouraged to register in advance and submit their intent to bid notification (if requested) on the e-Procurement Portal.

This article and video are helpful if assistance is needed when registering as a vendor:

- **Vendor Registration:** <https://procurement-help.eunasolutions.com/hc/en-us/articles/48578098573587-Vendor-Registration>
- **Creating an Account:** <https://procurement-help.eunasolutions.com/hc/en-us/articles/49097043582995-VIDEO-Creating-a-Euna-Procurement-Account>

The TDHCA e-Procurement Portal is compatible with the following browsers: Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. Browser cookies and JavaScript must be enabled on the browser. Submission by other methods will not be accepted. Respondents should contact Bonfire at: support.procurement@eunasolutions.com for technical submission questions or visit Bonfire's Vendor Help Center at this link: <https://procurement-help.eunasolutions.com/hc/en-us>

Support through Bonfire or TDHCA is not guaranteed one hour prior to the submission due date. Interested Respondents are encouraged to begin the submission process one week before the bid due date. This allows time to troubleshoot any submission issues.

3.8 Submission of Questions

All questions or requests for clarification of this solicitation must be submitted in writing through the e-procurement portal, **use the "Ask Questions" button in the e-procurement portal.** Questions will be collected by the due date specified in Section 3.5. Questions must be submitted no later than the date and time listed in Section 3.5. TDHCA will post all questions and answers as an Addendum to the solicitation on the ESBD no later than the date listed in Section III, Subsection 3.5 above. The Respondent is responsible for viewing these questions and answers in TDHCA e-Procurement Portal. The link is found at: <https://tdhca-texasgov.bonfirehub.com/portal/?tab=openOpportunities> TDHCA is not required to send a notification email when the Addendum is posted.

3.9 Confidential Information; Nondisclosure; Open Records

All information gathered, produced, derived, obtained, analyzed, controlled or accessed by Respondent in connection with a contract resulting from this RFP ("Confidential Information") shall be and remain Confidential Information and shall not be released or disclosed by Respondent without the prior written consent of the Department. Such consent must specifically

identify the Confidential Information allowed to be disclosed by Respondent and the nature of the disclosure allowed. Respondent must execute and return with its Proposal a Nondisclosure Agreement with the Department, in the form of Exhibit E attached hereto.

Following the award of a contract, Proposals are subject to release as public information unless the Proposal or specific parts of the Proposal can be shown to be exempt from the Texas Public Information Act. All Respondents are advised to consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information disclosed in their Proposals. The Department assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by Respondents.

If a Respondent believes that any portion of a Proposal is confidential, then Respondent must so specify. Respondent must stamp in bold red letters the term “CONFIDENTIAL” on that specific part or page of the Proposal that Respondent believes to be confidential. Respondent must submit in writing specific, detailed reasons, including any relevant legal authority, stating why Respondent believes the material to be confidential. Vague and general claims of confidentiality will not be accepted. The Department will be the sole judge of whether a claim is general and/or vague in nature. All Proposals and parts of Proposals that are not marked as confidential will be automatically considered public information after the contract is awarded. A Proposal resulting in an award may be considered public information even though parts are marked confidential.

In the event the Department receives portions of a Proposal marked “CONFIDENTIAL” as specified above, the Department shall forward such request to the Office of the Attorney General of Texas (“Attorney General”) for an opinion on whether such information may be withheld from disclosure under the Texas Public Information Act. The Department will notify Respondent whose Proposal is the subject of the request when the information is forwarded to the Attorney General. The Department assumes no obligation for asserting legal arguments on behalf of Respondent. Respondents are advised that the Department is obligated to comply with the decision of the Attorney General, including any decision calling for the release of information marked “CONFIDENTIAL” by a Respondent.

Copyrighted Proposals are unacceptable and are subject to disqualification as non-responsive.

3.10 Media Releases

The Department does not endorse any vendor, commodity, or service. Media releases pertaining to this RFP, the contract, if any, or the services to which they relate shall not be made without the prior written consent of the Department. The disclosure of the contents of Proposals prior to the award of the contract, if any, or any other violation of this section, may result in disqualification.

3.11 Non-exclusivity

This RFP is not exclusive, and the Department reserves the right to issue additional solicitations regarding the services described in this RFP or similar services at any time.

3.12 Incorporation of Exhibits

Exhibits A, B, C, D, E, F and G are attached hereto and incorporated as part of this RFP for all purposes.

3.13 Transition of Services

Upon termination of the contract for any reason, the contractor shall, in good faith and with reasonable cooperation, aid in the transition to any new arrangement and provider. The contractor shall deliver to the Department or its' new contractor all completed, or partially completed, work and any and all documentation or other products and results of these services.

3.14 Payment and Invoices

Contractor's total compensation under this contract shall not exceed the pricing set forth in the proposal unless agreed upon by both parties. contractor shall be required to submit detailed invoices to support payments. The invoice should include

the Purchase Order number or the contract number and a complete description of services provided. Also the vendor should list the dates of services. Contractor's invoices must be complete with reasonable supporting documentation and submitted within fifteen (15) calendar days after month end for Services provided in the preceding month.

In submitting an invoice to the Department, contractor certifies to the following: that the invoice has been carefully reviewed for detailed description of the Services performed; that the Services have been performed in compliance with this contract; that the amount of the invoice and all previous invoices together do not exceed the contractual cap of the contract or contractor's negotiated fees; that the charges and expenses shown on the invoices are reasonable and necessary; and that all appropriate and required supporting documentation is attached. The Department may, in its sole discretion, require additional documentation to support payment and contractor shall respond to any such requests within five (5) business days of receipt.

Payment shall be made in accordance with Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code. The Department shall not pay any amounts for any purpose to contractor or any other entity, except as expressly provided for in this contract. The Department reserves the right to make payments only upon receipt of a correct invoice, including all of the required supporting documentation. The Department also reserves the right to refuse payments for invoices that exceed the rates specified in this contract or if the Department disputes an invoice in writing for Services that were not provided in a satisfactory manner.

PART IV PROPOSAL FORMAT

4.1 Introduction

Each original Proposal and copy shall contain a cover sheet with the following: **"332-RFP26-1006 Texas Rental Assistance Certification System (TRACS) Processing Services"** and the name and address of Respondent. Proposal pages must be numbered consecutively.

Proposals must be organized as described in Section 4.2. Proposals not organized in this manner may be subject to disqualification. Conciseness and clarity of content are required; vague and general Proposals may be considered non-responsive. Significant deviations from this requirement shall result in disqualification of such Proposals. Proposals must be complete; failure to provide all required information may result in the disqualification of the Proposal.

ALL EXHIBITS TO THIS RFP ARE PREPARED EXCLUSIVELY FOR THIS RFP. RESPONDENT'S SUBMISSION OF OTHER EXHIBITS OR DOCUMENTS, INCLUDING PRIOR RFP EXHIBITS, MAY RESULT IN DISQUALIFICATION OF THE PROPOSAL.

4.2 General Organization of Proposal Contents

Proposals must be organized as follows:

- A. Transmittal Letter;
- B. Executive Summary;
- C. Table of Contents;
- D. Respondent Identifying Information;
- E. Description and Experience
- F. Work Plan
- G. Vendor References
- H. Organizational Overview
- I. Staff Qualifications
- J. Professional Capacity
- K. Financial Condition
- L. Information Security and Privacy Requirements
- M. VetHUB (Veteran Heroes United in Business Subcontracting Plan)
- N. Technological Capabilities

- O. Track Record Reporting to HUD
- P. Litigation
- Q. Conflict of Interest Statement
- R. Vendor Reference Questionnaire

A description of the information required for each of the items listed above is set forth below.

4.2.A Transmittal Letter

Respondents must submit a transmittal letter that identifies the entity submitting the Proposal and includes a commitment by that entity to provide the services required by the Department. **The transmittal letter must state that the Proposal is valid for ninety (90) days from the deadline for delivery of Proposals to the Department. Any Proposal containing a term of less than ninety (90) days for acceptance from this deadline will be rejected as non-responsive.**

The transmittal letter must be signed by a person legally authorized to bind Respondent. Respondents also must indicate in its transmittal letter why it believes it is the most qualified to provide the requisite services and why it believes its proposed services best meet the Department's objectives and RFP requirements.

The transmittal letter must include a statement of acceptance of the terms and conditions located in Exhibit A to the RFP. If a Respondent takes exception to any of the proposed terms and conditions, Respondent must identify the exception(s) specifically and clearly in the transmittal letter and explain both (1) the reason for the requested change and (2) proposed alternative language. Failure to accept the terms and conditions as set forth in Exhibit A may result in disqualification of the Proposal.

4.2.B Executive Summary

Respondent must provide an executive summary of its Proposal and a representation that the Proposal addresses all of the requirements of this RFP. The executive summary must not exceed three (3) pages and must represent a full and concise summary of the contents of the Proposal. Respondents must identify any services that are provided beyond those specifically requested. If Respondent is providing services that do not meet the specific requirements of this RFP but in the opinion of Respondent are equivalent or superior to those specifically requested, any such differences must be noted in the executive summary. Failure to provide the services specifically required may result in disqualification of the Proposal.

4.2.C Table of Contents

Each Proposal must be submitted with a table of contents that clearly identifies and denotes by page number each section of the Proposal and the location of all enclosures of the Proposal. The table of contents must follow the RFP's structure as much as possible.

4.2.D Respondent Identifying Information

Respondent must provide the following identifying information: **This section may change per solicitation needs.**

- name and address of business entity submitting the proposal;
- names of all principals;
- type of business entity (*e.g.*, corporation, partnership, etc.);
- state of incorporation or organization and principal place of business;
- name and location of Texas offices, other major offices, and other facilities that relate to Respondent's performance under this RFP;
- name, address, business telephone number, cell phone number, email address, and fax number of Respondent's principal contact person regarding the contract;
- Respondent's Federal Employer Identification Number ("FEIN" or "EIN") and Texas Tax Identification/Registration Number, if any;
- all affiliated companies and subsidiaries, or any joint ventures or other affiliations;

- full name and address for each member, partner, and employee of Respondent (and any subcontractors) who will perform services;
- detail if respondent, any predecessor of respondent, or any member of respondent been the subject of any disciplinary action by any regulatory agency or professional organization within the last five (5) years;
- detail of any firm ownership changes which have occurred in the last five (5) years, including changes pending;
- detail whether, within the last five years, respondent, any predecessor of respondent, or any member of respondent has been a party to any litigation directly or indirectly related to the conduct of respondent's business; and
- indicate whether respondent, any predecessor of respondent, or any member of respondent is currently a party to litigation in process; if so, identify the parties, jurisdiction, case number, and subject matter.

4.2.E Description and Experience

Provide a written narrative statement describing the Vendor's qualifications and experience in performing TRACS-related work. The narrative must include, but is not limited to, the following:

1. The full name and address of the organization and identity of the parent company if a subsidiary. Specify the branch office (s) or other subordinate element (s), if any, that will perform or assist in performing work herein. Indicate operation as a partnership, corporation, or individual.
2. Number of years in operation
3. Description of years of experience working with HUD with the TRACS and/or Enterprise Income Verification (EIV) systems and demonstration of an effective working relationship with HUD. Identify any contracts in which the number of units/households served, or properties changed and how this was addressed.
4. Copy of Fidelity Bond Insurance to meet the program requirements.
5. Vendor Information
 - a) Number of years of related experience
 - b) Description of Services Provided
 - c) For services provided to similar entities, provide for at least 2 entities:
 - 1) Name of Entity
 - 2) Description of services provided
 - 3) Dates provided services
6. Description of access to applicable HUD software and internet systems, including the software used.
7. Provide a description of how the Vendor provided services to other entities and whether HUD had any concerns or finding related to the provision of those services by the same Vendor.

4.2.F Work Plan

Provide the Following:

1. A detailed description of how the Vendor will assist TDHCA with the TRACS duties required for the Section 811 PRA program by HUD and described in the Scope of Work.
2. A timeline for the ramp up of the project, including dry runs, etc.
3. A timeline and description of a typical month's duties, including getting TDHCA approval before submission to HUD.
4. Internal quality assurance procedures.
5. How the Vendor will report and communicate with HUD systems regarding TDHCA's payment requests to HUD.
6. Reports to TDHCA that the Vendor can produce for TDHCA to ensure compliance and quality control.
7. A description of how discrepancies, and form of communication used, will be resolved in the property level voucher requests. A description of the form of communication with properties.
8. Training and technical assistance to be provided to TDHCA. The description should include initial training and ongoing training and technical assistance.
9. Itemized Budget for these services.

4.2.G Proposed Personnel

The Proposal must identify all key personnel who are to be part of the proposed team and detail their experience.

Respondent must include in the Proposal resumes of all management, supervisory, and key personnel that will be involved in performing the services, and must provide for each person:

- a full name (including full middle name);
- a five (5) year employment history;

- a specific description of relevant experience and skills that person has with the required services, that must include at least three (3) years of experience performing work similar to the required services (limit to one page);
- professional certifications and licenses, if applicable
- a specific indication of what role the individual will have in this project; and
 - any additional pertinent information to indicate the individual's ability to aid Respondent in successfully completing the required services (limit to one page).

In addition, Respondent must provide an organizational chart indicating lines of authority, names, titles, and functions of individuals responsible for the services.

Resumes must present the required personnel information in sufficient detail to provide the Department with a convincing indication that the personnel involved can successfully provide the required Services. The personnel, as identified in the Proposal, are considered to be essential to the Services. The Department reserves the right, in its sole discretion, to approve each member of the team and to request substitutions. All replacements of personnel must be of equal or superior experience or skill as the person replaced.

4.2.H Organizational Overview

Provide an overview of your organization. Please submit a history of your organization including number of years in existence and types and methods of services rendered. Describe your organizational structure and provide the location of your headquarters and the number and location of offices. Provide evidence that your organization is authorized to do business in Texas and, if applicable, maintains an “in existence” status with the Texas Secretary of State.

4.2.I Staff Qualifications

Identify the Vendor’s organizational structure and the key individuals to be assigned to the work described in this RFP. Describe the level of staffing that would work on this project including possible needed travel to properties.

4.2.J Professional Capacity

Provide information on the general experience and length of history in performing similar duties by providing the following. Please indicate:

1. How long has your organization been involved in related TRACS servicing work and the time period the Vendor is under contract to provide such services.
2. Number of qualified staff assigned to work on the scope of work. Provide the names, titles, brief résumés or statements of experience, licenses, certifications, and office location of the persons to be assigned any of the responsibility concerning this Proposal. Be sure to note the primary staff person(s) responsible for this Proposal and include their work history with the organization.
3. List of clients currently served by your organization.

4.2.K Financial Condition

Provide a copy of your organization’s (the specific entity proposing to serve TDHCA) most recent annual audited financial statements. Consultants or smaller firms without audited financials must provide copies of the most recent business-related financial documents filed with the Internal Revenue Service. Failure to provide this information may result in the disqualification of your response. (These items should be included as an attachment or appendix and will not be considered part of the page limitation).

4.2.L Information Security and Privacy Requirements

Affirm that you meet TDHCA’s Information Security and Privacy Agreement (“ISPA”) (Exhibit C). All requirements that you do not meet must be listed in your response, and explanations may be provided. Also affirm that, if awarded a contract with TDHCA for this RFP that includes protected health information, you will agree to the ISPA Business Associate Agreement.

Exhibit C – Information Security and Privacy Agreement (“ISPA”)

Must be included in the RFP Response. Failure to submit the required forms will be cause for Non-Responsiveness by the Vendor and proposal will be disqualified.

4.2.M VetHUB (VeteraSubcontracting Plan)

The State of Texas and the Department are committed to assisting Veteran Heroes United in Business (VetHUBs) through the procurement process. In accordance with Sections 2161.181 and 2161.182, Texas Government Code, each state agency shall make a good faith effort to increase the contract awards for the purchase of goods or services to VetHUBs based on rules adopted to implement the disparity study described by Section 2161.002(c), Texas Government Code. In accordance with Section 2161.252, Texas Government Code and 34 Texas Administrative Code §20.285, each state agency (including institutions of higher education) as defined by Section 2151.002, Texas Government Code that considers entering into a contract with an expected value of \$100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. If subcontracting opportunities are probable, each state agency's invitation for bids or other purchase solicitation documents for construction, professional services, other services, and commodities with an expected value of \$100,000 or more shall state that probability and require a VetHUB Subcontracting Plan (HSP) and supporting documentation.

The VetHUB goals per 34 Texas Administrative Code §20.284 are: 3% for heavy construction other than building contracts; 3% for all building construction, including general contractors and operative builders contracts; 3% for all special trade construction contracts; 3% for professional services contracts; 5% for all other services contracts; and 10% for commodities contracts.

The Department has determined that this procurement falls under the following category:

Special Trade Construction ___ Professional Services _ Other Services X_ Commodities ___

The Department has determined that VetHUB subcontracting opportunities are probable and requires Respondents to complete the HSP form located at: <https://comptroller.texas.gov/purchasing/vendor/hub/forms.php>. The HSP form is also posted to the ESBD as a separate package under this RFP. The Department has identified the possible subcontracting opportunities on the "Agency Special Instructions/Additional Requirements" portion of the State of Texas VetHUB HSP form set forth in the following chart. The class and item codes for this RFP are as follows: **Class 958, Item 70**.

-- Agency Special Instructions/Additional Requirements --

The Texas Department of Housing and Community Affairs is committed to increasing contracting opportunities with VetHUBs by contracting directly with VetHUBs or indirectly through subcontracting opportunities in compliance with Chapter 2161 of the Texas Government Code.

If a bid/proposal/offer to a solicitation with an expected value of \$100,000 or more does not contain a completed HSP and supporting documentation, the bid/proposal/offer will be considered non-responsive and will be disqualified. After contract award, Successful Respondent may be subject to debarment pursuant to Section 2161.253(d) of the Texas Government Code if any modifications are made to the HSP without PRIOR approval from the Department.

For assistance in completing the HSP, Respondent may visit the following website: <https://comptroller.texas.gov/purchasing/vendor/hub/>. If any questions, the respondent may contact the person identified in Part III Section 3.6.

If Respondent is not subcontracting any portion of the contract, Sections 1, 2(a), 3 and 4 must be completed.

If Respondent is subcontracting some portion of the contract, the supporting documentation of "Good Faith Effort" must be demonstrated in either Method A (Attachment A) or Method B (Attachment B).

The Texas Department of Housing and Community Affairs requests all Respondents to consider utilizing VetHUBs in subcontracting areas that are listed below; however, this list should not be considered exhaustive.

Class	Item	Description
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958	70	Outsourcing Services for Management, Operation, Purchasing, etc.

In accordance with 34 TAC §20.285(d)(1)(D)(iii), a Respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of Respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a Respondent uses this method to demonstrate good faith effort, the Respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only contracts that have been in place for five years or less shall qualify for meeting the HUB goal.

Respondent must carefully review, complete and return all VetHUB forms, as required by this Section.

4.2.N Technological Capabilities

Discuss technological resources and systems in place to provide the services required by this RFP. Describe your organization's computer and communication technology. Provide your organization's current use of software. Describe how your organization has coordinated with IT areas for software and reporting integration.

4.2.0 Track Record Reporting to HUD

Discuss the organization's performance according to HUD standards, including any percentages of compliance with HUD requirements applicable. If issues of compliance were identified by HUD, describe how these were resolved.

4.2.P Litigation

Describe any litigation, arbitration, or other actions current, pending, or past against the organization arising from the organization's involvement in the provision of services. Please indicate your willingness to provide additional information.

4.2.Q Conflict of Interest Statement

The Conflict of Interest Statement must be prepared, signed by Respondent, and returned with the Proposal as Exhibit E.

In its Proposal, a Respondent must represent and warrant to the Department that it and each of its subcontractors have the requisite resources, qualifications, and independence to conduct the services free from outside direction, control, or influence, and subject only to the accomplishment of the Department's objectives. Respondents that cannot make this representation and warranty should not respond to this RFP.

Respondent must disclose any existing or potential conflicts of interest or possible issues that might create appearances of impropriety relative to the submission of a Proposal from Respondent and its possible selection as Successful Respondent, or its performance or the performance of its proposed subcontractor(s).

As part of this disclosure requirement, each Respondent must include in its Proposal all past and present contractual, business, financial or personal relationships between Respondent and the Department and between Respondent's proposed subcontractors, if any, and the Department. For purposes of this disclosure requirement, (i) "past" is defined as within the two (2) calendar years prior to the deadline for submission of Proposals; (ii) the "Department" is defined as the agency as well as the agency's employees or recent former employees; and (iii) "recent former employees" are defined as those Department employees who have terminated agency employment within the two (2) calendar years prior to the deadline for submission of Proposals. For each item, Respondent must provide a detailed explanation of why Respondent does or does not believe such item poses a conflict of interest, potential conflict of interest, or appearance of impropriety issue relative to Respondent's submission of a Proposal, possible selection as Successful Respondent or its performance of the contract.

For purposes of this RFP, "personal relationship" is defined as a current or past connection other than a clearly contractual, business, financial, or similar relationship and includes family relationships or other connections other than simply providing a response to this RFP. For this purpose, "family relationship" means a relationship within the third degree of consanguinity or second degree of affinity. Chapter 573 of the Texas Government Code defines these degrees of consanguinity and affinity. Connections other than family relationships fall within this definition and must be disclosed if a reasonable person could expect the connection to diminish Respondent's independence of judgment or effectiveness in the performance of Respondent's responsibilities to the Department or the State of Texas under the contract. Connections also fall within this definition if a reasonable person could expect the connection, within the overall context of Respondent's submission of a Proposal, possible selection as Successful Respondent, or its performance of the contract, to create an issue for the agency's consideration relative to a potential appearance of impropriety or conflict of interest. Connections also fall within this definition if the relationship is with the Department or other State of Texas employees with authority to make decisions or recommendations on State of Texas contracting or procurement or this RFP. For purposes of this provision, those persons with authority to make decisions or recommendations are those persons who fall within the definition of "purchasing personnel" in Section 2262.004(a)(2) of the Texas Government Code.

In submitting a Proposal, a Respondent affirms that it has not given, nor does it intend to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement.

Respondents must disclose any proposed personnel under the contract who are current or recent former employees of the Department or the State of Texas. Recent former employees are defined above.

Also, under Section 2254.033 of the Texas Government Code, an individual who offers to provide consulting services to the Department and who has been employed by the Department or another agency at any time during the two years preceding submitting the proposal shall disclose in its proposal: (i) the nature of the previous employment with the Department or the other agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of its termination.

Disclosures under these provisions will be evaluated by the Department. However, all information provided will not necessarily lead to a restriction or disqualification. Issues will be considered on a case-by-case basis in the best interests of the State of Texas. If a Respondent is in doubt about whether information should be disclosed, Respondent should consult its legal counsel. Failure to disclose any required information under these provisions may be cause for Proposal disqualification or termination of the contract, if any, awarded as a result of this RFP. The Department reserves the right, in its sole discretion, to determine if an issue should result in Proposal disqualification or termination of the contract. If circumstances change or additional information is obtained subsequent to submission of Proposals, Respondent's duty to disclose under these provisions continues under the term of the contract and does not end with submission of a Proposal or receipt of contract award.

4.2.R Vendor Reference Questionnaire

Respondents must send the Vendor Reference Questionnaire (Exhibit G) to three (3) companies or government agencies. Instructions are included on the questionnaire. Respondents may send the questionnaire to references via email. The Department is not responsible for undeliverable e-mails or for non-responsive references. Respondents' references will be evaluated in accordance with Section 5.2 (Selection Criteria) and 5.3 (Past Performance). Include all requested information in the top portion of the questionnaire. References must respond to the Department on the form provided by the due date provided in Section 3.5 (Schedule of Events) to be considered in Proposal evaluation. The questionnaire form must be submitted directly from the references to the Department. Respondents shall not submit the reference form to the Department. References may be contacted for clarification at the Department's discretion.

PART V PROPOSAL EVALUATION AND SELECTION

5.1 Evaluation Process

The Department shall establish an Evaluation Committee. Copies of Proposals the Department determines are responsive and in compliance with this RFP will be distributed to the members of the Evaluation Committee for their review and evaluation. Clarifications on issues raised in the Proposals may be sought from individual Respondents. Best and Final Offers may be sought from Respondents whose Proposals are ranked highest by the Evaluation Committee. However, Respondents are encouraged to present their best pricing and best offer in their Proposals.

The Department may request that top-scoring Respondents present an overview of the proposed services. The number of top-scoring Respondents selected to provide presentations will be determined by the Department in its sole discretion. Such Respondents will be notified and presentation dates and times will be arranged.

Upon the selection of Successful Respondent, if any, the Department shall proceed with contract negotiations and attempt to finalize the contract with the apparent Successful Respondent. If a contract cannot be successfully negotiated within a reasonable period, negotiations will be terminated, and negotiations with the next-highest-ranking Respondent may commence. The process may continue until a contract is signed or the RFP is withdrawn. Upon failure of negotiations, the Department may at any time choose to reissue or withdraw the RFP rather than continue with negotiations.

As soon as possible after the execution of a written contract with Successful Respondent, the award will be posted on the ESBD.

5.2 Selection Criteria

Only those Proposals that meet the minimum qualifications shall be evaluated and scored. The evaluation of the Proposals will be conducted in accordance with the best value standard set forth in Section 2155.074 of the Texas Government Code, and the criteria and relative weights are as follows:

1. Evidence of experience, qualifications, and capacity to meet the TRACS requirements for TDHCA as the Grantee as required by HUD for the Section 811 PRA program. A higher number of points will be given to Vendors who can illustrate a higher level of internal resources, more years of experience, a strong track record with HUD, and strong compliance with HUD requirements. **(30 points)**
2. Evidence that the Vendor's Work Plan meets the goals of assisting TDHCA to meet HUD's requirements for TRACS for the Section 811 PRA program as defined by HUD and in the Scope of Work. **(20 points)**
3. Evidence of good working relationships and quality of past work based on references provided. **(20 points)**
4. Estimated cost to provide support to TDHCA. **(30 points)**

5.3 Respondent's Past Performance

In addition to the references under Section 4.2.R, the Department may conduct reference checks with other entities regarding past performance of Respondent or its subcontractors. In addition to evaluating performance through the Vendor Performance Tracking System as authorized by 34 Texas Administrative Code §20.115, the Department may examine other sources of vendor performance, including, but not limited to, notices of termination, cure notices, assessments of liquidated damages, litigation, audit reports, and non-renewals of contracts. Such sources of vendor performance may include any

governmental entity, whether an agency or political subdivision of the State of Texas, another state, or the Federal government. Any such investigations shall be at the sole discretion of the Department, and any negative findings, as determined by the Department, may result in a non-award to Respondent. The Vendor Performance Tracking System information is located on Comptroller's website at:
<https://www.comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/>.

5.4 Protest Procedures

Respondents must use the protest procedures adopted by TDHCA at Texas Administrative Code Title 10 Part 1 Chapter A Rule §1.4 in the event of a protest.	John.stewart@tdhca.texas.gov
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EXHIBIT A
TERMS AND CONDITIONS

THIS IS UPLOADED AS A SEPARATE DOCUMENT

EXHIBIT B
EXECUTION OF PROPOSAL

1. By signature hereon, Respondent represents and warrants that the provisions in this Execution of Proposal apply to Respondent and all of Respondent's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this RFP or any contract resulting from it.
2. By signature hereon, Respondent represents and warrants its intent to furnish the requested items at the prices quoted in this Proposal.
3. By signature hereon, Respondent represents and warrants that it has read and understood and shall comply with Comptroller's Anti-Fraud Policy, located on Comptroller's website at: <https://www.comptroller.texas.gov/about/policies/ethics.php>, as such Policy currently reads and as it is amended throughout the term of any resulting contract.
4. By signature hereon, Respondent represents and warrants that its prices include all costs of Respondent in providing the requested items that meet all specifications of this RFP, and that its prices will remain firm for acceptance for a minimum of ninety (90) days from deadline for submission of Proposal.
5. By signature hereon, Respondent represents and warrants that each employee, including "replacement employees", will possess the qualifications, education, training, experience and certifications necessary to perform the services in the manner required by this RFP.
6. By signature hereon, Respondent represents and warrants that, except as disclosed in Respondent's completed Conflict of Interest Statement (Exhibit E of this RFP) submitted with its Proposal, Respondent has no actual or potential conflicts of interest in providing the requested items to the Department under the RFP and any resulting contract, if any, and that Respondent's provision of the requested items under the RFP and any resulting contract, if any, would not reasonably create an appearance of impropriety.
7. By signature hereon, Respondent represents and warrants that, pursuant to Section 2155.003 of the Texas Government Code, it has not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the submitted Proposal.
8. By signature hereon, Respondent represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171 of the Texas Tax Code.
9. By signature hereon, Respondent hereby represents and warrants that, pursuant to 15 U.S.C. Sec. 1, *et seq.* and Texas Business & Commerce Code Section 15.01, *et seq.*, neither Respondent nor the firm, corporation, partnership, or institution represented by Respondent, nor anyone acting for such a firm, corporation or institution has violated the antitrust laws of the State of Texas, federal antitrust laws, nor communicated directly or indirectly the Proposal made to any competitor or any other person engaged in such line of business.
10. By signature hereon, Respondent represents and warrants that all statements and information prepared and submitted in response to this RFP are current, complete, and accurate.
11. By signature hereon, Respondent represents and warrants that the individual signing this document and the documents made part of this RFP and Proposal is authorized to sign such documents on behalf of the Respondent and to bind the Respondent under any contract which may result from the submission of Respondent's Proposal.
12. By signature hereon, Respondent represents and warrants that if a Texas address is shown as the address of Respondent, Respondent qualifies as a Texas Bidder as defined by Section 2155.444(c) of the Texas Government Code.
13. Check below if Respondent is claiming a preference under 34 Texas Administrative Code §20.306 or Chapter 2155, Subchapter H of the Texas Government Code:
 - ☐ Goods produced or offered by a Texas bidder that is owned by a Texas resident service-disabled veteran
 - ☐ Goods produced in Texas or offered by a Texas bidder that is not owned by a Texas resident service-disabled veteran
 - ☐ Agricultural products grown in Texas
 - ☐ Agricultural products offered by a Texas bidder
 - ☐ Services offered by a Texas bidder that is owned by a Texas resident service-disabled veteran
 - ☐ Services offered by a Texas bidder that is not owned by a Texas resident service disabled veteran
 - ☐ Texas Vegetation Native to the Region
 - ☐ USA produced supplies, materials or equipment
 - ☐ Products of persons with mental or physical disabilities
 - ☐ Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
 - ☐ Energy Efficient Products
 - ☐ Rubberized asphalt paving material
 - ☐ Recycled motor oil and lubricants
 - ☐ Products produced at facilities located on formerly contaminated property

- ☐ Products and services from economically depressed or blighted areas
- ☐ Vendors that meet or exceed air quality standards
- ☐ Recycled or Reused Computer Equipment of Other Manufacturers
- ☐ Foods of Higher Nutritional Value
- ☐ Commercial production company or advertising agency located in Texas

14. By signature hereon, under Section 231.006, Texas Family Code, regarding child support, Respondent certifies that the individual or business named in the Proposal is not ineligible to receive the specified payment and acknowledges that the contract may be terminated and payment may be withheld if this certification is inaccurate. Furthermore, any Respondent subject to Section 231.006, Texas Family Code, must include names and Social Security numbers of each person with at least 25% ownership of the business entity submitting the Proposal. This information must be provided prior to award. Enter the Name and Social Security Number for each person below:

Name: _____ SSN: _____

Name: _____ SSN: _____

Name: _____ SSN: _____

FEDERAL PRIVACY ACT NOTICE: This notice is given pursuant to the Federal Privacy Act. Disclosure of your Social Security Number (SSN) is required under Section 231.006(c) and Section 231.302(c)(2), Texas Family Code. The SSN will be used to identify persons that may owe child support. The SSN will be kept confidential to the fullest extent allowed under Section 231.302(e), Texas Family Code.

15. By signature hereon, Respondent represents and warrants that no relationship, whether by relative, business associate, capital funding contract or by any other such kinship exists between Respondent and an employee of the Department, and Respondent has not been an employee of the Department within the immediate twelve (12) months prior to Respondent's Proposal. By signature hereon, Respondent certifies that it is in compliance with Section 669.003 of the Texas Government Code, relating to contracting with executive head of a Texas State agency. Respondent must complete the following, marking "N/A" if not applicable:

- Name of Former Executive: _____
- Name of Texas State Agency: _____
- Date of Separation from Texas State Agency: _____
- Position with Respondent: _____
- Date of Employment with Respondent: _____

All such disclosures will be subject to administrative review and approval prior to the Department entering into any contract with Respondent. Respondent acknowledges that any contract resulting from this RFP may be terminated at any time, and payments withheld, if this information is false.

16. By signature hereon, pursuant to Section 2155.004(a) of the Texas Government Code, Respondent represents and warrants that neither it nor any person or entity which will participate financially in any contract resulting from this RFP has received compensation for participation in the preparation of specifications for this RFP. In addition, under Section 2155.004(b) of the Texas Government Code, Respondent certifies that the individual or business entity named in this Proposal or any contract resulting from this RFP is not ineligible to receive the specified contract and acknowledges that the contract may be terminated and payment withheld if this certification is inaccurate.
17. By signature hereon, Respondent represents and warrants that all articles and services quoted in response to this RFP meet or exceed the safety standards established and promulgated under the *Federal Occupational Safety and Health Law* and its regulations in effect or proposed as of the date of this solicitation.
18. By signature hereon, Respondent represents and warrants its compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
19. By signature hereon, in accordance with Section 2155.4441 of the Texas Government Code, Respondent agrees that during the performance of a contract for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside the State of Texas.
20. By signature hereon, Respondent represents and warrants that the Department's payments to Respondent and Respondent's receipt of appropriated or other funds under any contract resulting from this RFP are not prohibited by Sections 556.005, 556.0055, or 556.008 of the Texas Government Code.
21. By signature hereon, Respondent represents and warrants that the offering entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and that Respondent is in compliance with the State of Texas statutes and rules relating to procurement and

that Respondent is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <http://www.sam.gov>.

22. Sections 2155.006 and 2261.053 of the Texas Government Code, prohibit state agencies from awarding a contract to any person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code occurring after September 24, 2005. Under Sections 2155.006 and 2261.053 of the Texas Government Code, Respondent certifies that the individual or business entity named in its Proposal is not ineligible to receive the specified contract and acknowledges that any contract resulting from this RFP may be terminated and payment withheld if this certification is inaccurate.
23. By signature hereon, Respondent represents and warrants that it is not aware of and has received no notice of any court or governmental agency actions, proceedings or investigations, etc., pending or threatened against Respondent or any of the individuals or entities included in Part 1 of this document within the five (5) calendar years immediately preceding the submission of Respondent's Proposal in response to this RFP that would or could impair Respondent's performance under any contract resulting from this RFP, relate to the solicited or similar goods or services, or otherwise be relevant to the Department's consideration of Respondent's Proposal. If Respondent is unable to make the preceding representation and warranty, then Respondent instead represents and warrants that it has included as a detailed attachment in its Proposal a complete disclosure of any such court or governmental agency actions, proceedings or investigations, etc. that would or could impair Respondent's performance under any contract resulting from this RFP, relate to the solicited or similar goods or services, or otherwise be relevant to the Department's consideration of Respondent's Proposal. In addition, Respondent represents and warrants that it shall notify the Department in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update the Department shall constitute breach of contract and may result in immediate termination of any agreement resulting from this RFP.
24. By signature hereon, Respondent represents and warrants that it and each of its subcontractors have the requisite resources, qualifications and independence to conduct the services free from outside direction, control, or influence, and subject only to the accomplishment of the Department's objectives.
25. By signature hereon, Respondent represents and warrants that, pursuant to Section 2271.001 of the Texas Government Code, Respondent does not boycott Israel and will not boycott Israel during the term of the contract resulting from this RFP.
26. By signature hereon, Respondent represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization as prohibited by Section 2252.152 of the Texas Government Code.
27. Pursuant to Government Code Section 2274.0102, Respondent certifies that neither it nor its parent company, nor any affiliate of Respondent or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.
28. If Respondent is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Respondent verifies that Respondent does not boycott energy companies and will not boycott energy companies during the term of any contract resulting from this RFP. If Respondent does not make that verification, Respondent must so indicate in its Proposal and state why the verification is not required.
29. If Respondent is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Respondent verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of any contract resulting from this RFP against a firearm entity or firearm trade association. If Respondent does not make that verification, Respondent must so indicate in its Proposal and state why the verification is not required.
30. Pursuant to Section 161.0085 of the Texas Health and Safety Code, Respondent certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from Respondent's business. Respondent acknowledges that such a vaccine or recovery requirement would make Respondent ineligible for a state-funded contract.
31. By signature hereon, Respondent represents and warrants that it has read and agrees to all terms and conditions of this RFP, unless Respondent specifically takes an exception and offers an alternative provision in Respondent's Proposal as provided in Part IV, Section 4.2.A (Transmittal Letter) of this RFP.
32. Under Texas Government Code section 2155.0061, a state agency may not award a contract that includes proposed financial participation by a person who, during the five-year period preceding the date of the award, has been convicted of any offense

related to the direct support or promotion of human trafficking. Respondent certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

33. Respondent represents and warrants that the contract is not a taxpayer resource transaction prohibited by Section 2273.003 of the Texas Government Code and that payments made by Agency to Respondent and Respondent's receipt of appropriated funds under the contract are not prohibited by Article IX, Section 6.24 of the General Appropriations Act.

Authorized representative on behalf of Respondent must complete and sign the following:

Signature of Authorized Representative

Date Signed

**Printed Name and Title of
Authorized Representative**

Phone Number

Organization Name ("Respondent")

Fax Number

Federal Employer Identification Number

Email Address

Physical Street Address

City, State, Zip Code

Mailing Address, if different

City, State, Zip Code

EXHIBIT C
STATE OF TX SUBCONTRACTING PLAN

THIS IS UPLOADED AS A SEPARATE DOCUMENT

EXHIBIT D
NONDISCLOSURE AGREEMENT

In consideration of the Texas Department of Housing and Community Affairs ("TDHCA") communicating with the undersigned Respondent regarding a potential contract resulting from the referenced solicitation (*e.g.*, RFP, RFO, IFB) and because of the sensitivity of certain information provided to Respondent, both parties agree that all information regarding TDHCA or gathered, produced, collected or derived from or related to the potential contract, or provided to Respondent under a resulting contract ("Confidential Information") must remain confidential subject to release only upon prior written approval of TDHCA, and more specifically agree as follows:

1. The Confidential Information may be used by Respondent only to assist Respondent in connection with the business relationship contemplated in the solicitation or performance of a contract with TDHCA resulting from the solicitation.
2. Respondent shall not, at any time, use the Confidential Information in any fashion, form, or manner except in its capacity as proposed consultant or independent contractor to TDHCA.
3. Unless otherwise provided in the solicitation or resulting contract, Respondent agrees to maintain the confidentiality of all Confidential Information in the same manner that it protects the confidentiality of its own materials of like kind, but in no event less than reasonable care. Respondent shall take reasonable precautions to protect the Confidential Information including, but not limited to, not disclosing Confidential Information in any manner to any person, firm, or entity, except for authorized employees, agents, or contractors of Respondent with a need to know who are bound by confidentiality obligations at least as stringent as those contained in this agreement prior to any disclosure of such Confidential Information.
4. The Confidential Information may not be copied, reproduced, disclosed, distributed, or otherwise divulged without TDHCA's prior written approval. Confidential Information and any copies thereof shall be TDHCA's exclusive property.
5. All Confidential Information made available to Respondent, including copies thereof, must be returned to TDHCA upon the first to occur of (a) expiration or termination of any contract resulting from the solicitation, or (b) request by TDHCA.
6. The foregoing does not prohibit or limit Respondent's use of the information (including, but not limited to, ideas, concepts, know-how, techniques and methodologies) (a) previously known to it, provided such prior knowledge was not subject to a confidentiality obligation, (b) independently developed by it, (c) acquired by it from a third party under no obligation of confidentiality to TDHCA, (d) which is or becomes part of the public domain through no breach by Respondent of this nondisclosure agreement or other contractual obligations to TDHCA, or (e) approved by TDHCA in writing for unrestricted disclosure.
7. If Respondent is required by applicable law, regulation, or legal process to disclose any Confidential Information, then Respondent shall provide TDHCA with prompt notice of any such requirement prior to delivery of the Confidential Information to allow TDHCA a reasonable opportunity to seek a protective order or equivalent.
8. This nondisclosure agreement shall become effective as of the date Confidential Information is first made available to Respondent and shall survive the expiration or termination of any contract resulting from the solicitation and be a continuing requirement.
9. The breach of this nondisclosure agreement by Respondent shall entitle TDHCA to immediately terminate any contract with Respondent resulting from the solicitation upon written notice to Respondent for such breach. The parties acknowledge that the measure of damages in the event of a breach of this nondisclosure agreement may be difficult or impossible to calculate, depending on the nature of the breach. Regardless of whether TDHCA elects to terminate any contract with Respondent resulting from the solicitation upon the breach hereof, TDHCA may require Respondent to pay to TDHCA the sum of \$5,000 for each breach as liquidated damages. This amount is not intended to be in the nature of a penalty, but is intended to be a reasonable estimate of the amount of damages to TDHCA in the event of a breach hereof by Respondent of this nondisclosure agreement. TDHCA does not waive any right to seek additional relief, either equitable or otherwise, concerning any breach of this nondisclosure agreement.
10. This nondisclosure agreement is governed by and construed under the laws of the State of Texas. Any and all obligations of this agreement are due in Travis County, Texas and venue is proper in only such county.

Signature of Authorized Representative

Date Signed

Printed Name & Title of Authorized Representative

Company Name ("Respondent")

EXHIBIT E
CONFLICT OF INTEREST STATEMENT

[To be prepared and signed by Respondent (Refer to Section 4.2.Q of the RFP)]

Signature of Authorized Representative

Date Signed

Printed Name of Authorized Representative

Title of Authorized Representative

EXHIBIT F CERTIFICATION REGARDING PUBLIC NATURE OF THE PROPOSAL

The Legislative Budget Board (LBB) has established a database of state agency contracts pursuant to Section 322.020 of the Texas Government Code. See the LBB website at www.lbb.state.tx.us. Following the contract award resulting from this solicitation, TDHCA plans to upload to the LBB contracts database the complete contract, except for information that is not subject to disclosure under Chapter 552 of the Texas Government Code. Information that is not subject to disclosure under Chapter 552 of the Texas Government Code must be referenced in an appendix that generally describes the information without disclosing the specific content of the information. In submitting a Proposal in response to this solicitation, Respondent acknowledges that it understands and accepts this requirement

Respondent **must initial below EITHER Item 1 or Item 2, as appropriate. DO NOT INITIAL BOTH ITEMS.**

By signature hereon, Respondent certifies the following:

1. _____ Respondent does not assert that any portion of its Proposal is confidential.

OR

2. _____ Respondent has stamped in bold red letters the term “**CONFIDENTIAL**” on the specific part or page of the Proposal considered confidential by Respondent. In the table below or as an attachment to this form submitted with the Proposal, Respondent has identified by page number(s) the location of all information in the Proposal asserted to be confidential by Respondent as well as provided an explanation, including any relevant legal authority, for why Respondent reasonably considers the identified portion(s) of its Proposal to be confidential and exempt from public disclosure under the Texas Public Information Act, Chapter 552 of the Texas Government Code.

Page No. of Proposal	General description of the designated information	Explanation, including relevant legal authority, in support of the confidential treatment of the designated portion(s) of the Proposal.

Signature of Authorized Representative

Date Signed

Printed Name of Authorized Representative

Title of Authorized Representative

EXHIBIT G VENDOR REFERENCE QUESTIONNAIRE
Texas Rental Assistance Certification System (TRACS) Processing Services
Request for Proposals 332-RFP26-1006

DEADLINE to TDHCA: July 17, 2026 02:00 PM (CT)

The Texas Department of Housing and Community Affairs office (TDHCA) requests your assistance in providing a Vendor reference for a Request for Proposals (RFP) that has been issued. The Vendor that is responding to this RFP is providing this document for you to fill out and return directly to TDHCA at the following email address: Purchaser's email address.

This portion to be completed by the Vendor requesting reference information:

Respondent Name (the "vendor")	
Company to be contacted as a reference	
Type of Product/Service Provided	[Type of Services] (332-RFP26-1006)
Dates of Performance for Listed Customer	Starting Date: Ending Date:
Total Estimated Contract Dollar Amount	\$

This portion to be completed by the Customer providing reference and returned to TDHCA at:
Cheryl.Mathis@tdhca.texas.gov

Rating: (0) Unsatisfactory; (1) Marginally Satisfactory; (2) Satisfactory; (3) Exceeds Expectations; or N/A (Not Applicable)
Definitions for each rating category are contained on the following page.

Please provide your opinion by rating the following:

Quality of Services

1. Have you purchased any Outsourcing Services for Management, Operation, Purchasing, etc. from this Vendor in the past 2 years? Yes ___ No ___
0. ___ 1. ___ 2. ___ 3. ___ N/A ___
2. Vendor's ability to provide the services in a timely manner? 0. ___ 1. ___ 2. ___ 3. ___ N/A ___
3. Vendor's knowledge of and ability to answer questions regarding the services provided? 0. ___ 1. ___ 2. ___ 3. ___ N/A ___
4. Vendor's ability to resolve problems? 0. ___ 1. ___ 2. ___ 3. ___ N/A ___

Cost

5. Timely, current, accurate & complete invoices 0. ___ 1. ___ 2. ___ 3. ___ N/A ___

Timeliness of Performance

6. Adherence to delivery schedule (major tasks, milestones) 0. ___ 1. ___ 2. ___ 3. ___ N/A ___

Business Relations & Customer Satisfaction

7. Effectively communicated with customer management & staff 0. ___ 1. ___ 2. ___ 3. ___ N/A ___
8. Vendor personnel (professional, cooperative & flexible) 0. ___ 1. ___ 2. ___ 3. ___ N/A ___
9. Vendor's attitude toward customer service 0. ___ 1. ___ 2. ___ 3. ___ N/A ___
10. Overall Satisfaction with Vendor 0. ___ 1. ___ 2. ___ 3. ___ N/A ___

Comments: (Please use additional page if necessary)

In your opinion, would you use this Vendor again for Services? Yes ___ No ___

In your opinion, should this Vendor be recommended to others? Yes ___ No ___

Name: _____ Date: _____

Organization: _____ Title: _____

Phone Number: _____ Fax Number: _____ Email address: _____

**Vendor Reference
Scoring**

Excellent (3)			
There are no quality problems.	There are no cost issues.	There are no delays.	Responses to inquiries, technical, service, and administrative issues are effective and responsive.
Satisfactory (2)			
Nonconformances do not impact achievement of contract requirements.	Cost issues do not impact achievement of contract requirements.	Delays do not impact achievement of contract requirements.	Response to inquiries, technical, service, and administrative issues is usually effective and responsive.
Marginal (1)			
Nonconformances require minor Agency resources to ensure achievement of contract requirements.	Cost issues require minor Agency resources to ensure achievement of contract requirements.	Delays require minor Agency resources to ensure achievement of contract requirements.	Response to inquiries, technical, service, and administrative issues is somewhat effective and responsive.
Unsatisfactory (0)			
Nonconformances are compromising the achievement of contract requirements.	Cost issues are compromising performance of contract requirements.	Delays are compromising the achievement of contract requirements.	Response to inquiries, technical, service, and administrative issues is not effective and responsive.