

Sample Letter of Intent

THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION ACCORDING TO THE TEXAS GENERAL ARBITRATION ACT.

TO: City of Houston
Administering Department

Date: _____

Project Name:

Project Number:

Bid Amount:

M/W/DBE Goal:

_____ agrees to enter into a contractual agreement
Prime Contractor

with _____ who will provide the following goods/ services in
M/W/DBE Subcontractor
connection with the above referenced contract:

for an estimated amount of \$ _____ or _____% of the total contract value.

_____ is currently certified with the City of Houston's Affirmative
(M/W/DBE Subcontractor)
Action and Contract Compliance Office to function in the aforementioned capacity.

Prime Contractor

M/W/DBE Subcontractor

intend to work on the above-named contract in accordance with the M/W/DBE Participation Section of the City of Houston Bid Provisions, contingent upon award of the contract to the aforementioned Prime Contractor.

Signed (Prime Contractor)

Signed (M/W/DBE Subcontractor)

Printed Signature

Printed Signature

Title Date

Title Date

CITY OF HOUSTON CERTIFIED M/WBE SUBCONTRACT TERMS

Contractor shall ensure that all subcontracts with MWBE subcontractors and suppliers are clearly labeled "**THIS CONTRACT IS SUBJECT TO BINDING ARBITRATION ACCORDING TO THE TEXAS GENERAL ARBITRATION ACT**" and contain the following terms:

1. _____ (M/WBE subcontractor) shall not delegate or subcontract more than 50% of the work under this subcontract to any other subcontractor or supplier without the express written consent of the City of Houston's Affirmative Action Director ("the Director").
2. _____ (M/WBE subcontractor) shall permit representatives of the City of Houston, at all reasonable times, to perform (1) audits of the books and records of the subcontractor, and (2) inspections of all places where work is to be undertaken in connection with this subcontract. Subcontractor shall keep such books and records available for such purpose for at least four (4) years after the end of its performance under this subcontract. Nothing in this provision shall affect the time for bringing a cause of action or the applicable statute of limitations.
3. Within five (5) business days of execution of this subcontract, Contractor (prime contractor) and Subcontractor shall designate in writing to the Director an agent for receiving any notice required or permitted to be given pursuant to Chapter 15 of the Houston City Code of Ordinances, along with the street and mailing address and phone number of such agent.
4. As concluded by the parties to this subcontract, and as evidenced by their signatures hereto, any controversy between the parties involving the construction or application of any of the terms, covenants or conditions of this subcontract shall, on the written request of one party served upon the other or upon notice by the Director served on both parties, be submitted to binding arbitration, under the Texas General Arbitration Act (Tex. Civ. Prac. & Rem. Code Ann., Ch. 171 - "The Act"). Arbitration shall be conducted according to the following procedures:
 - a. Upon the decision of the Director or upon written notice to the HR Director from either party that a dispute has arisen, the Director shall notify all parties that they must resolve the dispute within thirty (30) days or the matter may be referred to arbitration.
 - b. If the dispute is not resolved within the time specified, any party or the Director may submit the matter to arbitration conducted by the American Arbitration Association under the rules of the American Arbitration Association, except as otherwise required by the City's contract with the American Arbitration Association on file in the Office of the City's Affirmative Action Division.
 - c. Each party shall pay all fees required by the American Arbitration Association and sign a form releasing the American Arbitration Association and its arbitrators from liability for decisions reached in the arbitration.
 - d. In the event the American Arbitration Association no longer administers Affirmative Action arbitration for the City, the Director shall prescribe alternate procedures as necessary to provide arbitration by neutrals in accordance with the requirements of Chapter 15 of the Houston City Code of Ordinances.

These provisions apply to goal oriented contracts. A goal oriented contract means any contract for the supply of goods or non-professional services in excess of \$100,000.00 for which competitive proposals are required by law; not within the scope of the MBE/WBE program of the United States Environmental Protection Agency or the United States Department of Transportation; and which the City Purchasing Agent has determined to have significant MWBE subcontracting potential in fields which there are an adequate number of known MBEs and/or WBEs to compete for City contracts.

The MWBE policy of the City of Houston will be discussed during the pre-proposal conference. For information, assistance, and/or to receive a copy of the City's Affirmative Action Policy and/or Ordinance, contact the Affirmative Action Division at (713) 837-9000, 611 Walker Street, 7th Floor, Houston, Texas 77002.

**City of Houston
Affirmative Action and Contract Compliance
Schedule of MWDBE Participation**

PROJECT NAME & NUMBER: _____

PRIME CONTRACTOR: _____

LIAISON/PHONE: _____

NAME OF MINORITY/WOMEN DISADVANTAGED FIRM	CERTIFICATION NO.	DESCRIPTION OF WORK TO BE PERFORMED	SUBCONTRACT AMOUNT	% OF TOTAL CONTRACT
TOTALS				

\$ _____	_____ %	\$ _____	_____ %
Total Contract Amount	MWDBE Goal	MWBE Subcontract Amount	MWBE % of Total Contract Amount

The undersigned will enter into a formal contract with MWDBE firms for work listed in this schedule contingent upon being awarded the contract for the above referenced project. Signed Letters of Intent for each firm listed above may be submitted prior to contract award.

Signature: _____ Name: _____ Title: _____

NOTE: All firms must be certified by the City of Houston Affirmative Action and Contract Compliance Office to count toward the MWDBE participation goal. 07/08