

Document 00501

RESOLUTION OF CONTRACTOR

_____ (“Contractor”),
 (Name of Contractor, e.g., “Biz. Inc.”, “Biz LLP”)
 is a _____,
 (Type of Organization, e.g.: Corporation, Limited Partnership, Limited Liability Partnership, Limited Liability Company, etc.)
 which is bound by acts of _____,
 (Name and Form of Governing Entity, e.g., “Biz Inc. Board of Directors”, “Bill Smith, GP”,
 etc.)
 (“Governing Entity”).

On the ____ day of _____, 20____, the Governing Entity resolved, in accordance with all documents, rules, and laws applicable to the Contractor, that _____, is authorized to act as the
 (Contractor’s Representative)
 Contractor’s Representative in all business transactions (initial one) ____ conducted in the State of Texas OR ____ related to this Contract; and

The Governing Entity warrants that the above resolution (a) was entered into without dissent or reservation by the Governing Entity, (b) has not been rescinded or amended, and (c) is now in full force and effect; and

In authentication of the adoption of this resolution, I subscribe my name on this ____ day of _____, 20____.

 (Authorized Signature for Governing Entity)

 (Print or Type Name and Title of Authorized Signatory)

SWORN AND SUBSCRIBED before me on _____
 Date

 Notary Public in and for the State of Texas

My Commission Expires: _____
 Expiration Date

 Print or Type Name of Notary Public

INSTRUCTIONS: Contractor must execute a Resolution of Contractor for each individual authorized to sign Contract Documents related to this Contract. Contractor may rescind Resolutions of Contractor through a written document in similar form.

Document 00570A

CMAR/DESIGN-BUILD CONTRACTOR'S REVISED MWSBE PARTICIPATION PLAN

Before the Contracting Department may accept the Contractor's Maximum Guaranteed Price, the Contractor shall submit this completed form to more specifically list how it shall achieve the goals set out in its submitted Document 00470A. The Contractor shall submit this form with a Record of Post-Bid Good Faith Efforts (Document 00571), and a Request for Plan Deviation (Document 00572), and any other document evidencing "Good Faith Efforts", as required by the City of Houston's Good Faith Efforts Policy (Document 00808A). The City will review this Revised Participation Plan and may approve this Revised Plan if the Contractor has made Good Faith Efforts. For more information, visit: <https://houston.mwdbe.com/FrontEnd/VendorSearchPublic.asp>.

Participation Plan Percentage (in approved Doc 00470A)	SBE	MBE	WBE	Proposed Participation Plan Percentage	SBE	MBE	WBE

NAICS Code (6 digit)	Plan Item Number (if applicable)/ Description of Work	Document 00470A Estimated % of Total Bid Price (2 decimal places)	Actual % of Total Bid Price (2 decimal places)	Cert. Type for Goal MBE, WBE, SBE)	Certified Firm Name Firm Address Contact Name Phone No. and E-Mail (if available)

Signature for Company: _____ * Date: _____
Print Name: _____ Phone: _____

*I understand that supplying inaccurate information may violate Texas Penal Code Section 37.10 and lead to City sanctions.

**RECORD OF POST-AWARD
GOOD FAITH EFFORTS**

Document 00571

RECORD OF POST-AWARD GOOD FAITH EFFORTS

Contractor Name: _____ **Project Name:** _____

A Contractor that may be unable to follow an agreed Participation Plan (Document 00470 or 00570) must submit this completed form, a Plan Deviation Request Form (Document 00572), and any other documentation of "Good Faith Efforts" (see Document 00808) that the OBO Representative may require. The Contractor shall submit one completed Document 00571 (Part A) for each Certified Firm that is no longer performing part or all of its work duties under the Approved Plan. The Contractor has the burden to demonstrate "Good Faith Efforts" to meet the MWSBE goal, which includes correctly and accurately preparing and submitting this form and other efforts described in the Good Faith Efforts Policy (Document 00808). The Office of Business Opportunity may review Participation Plan and Good Faith Efforts from time to time and may request that the Contractor submit this form and other information.

UNLESS THE CONTRACTOR MEETS THE GOALS IN THE AGREED PARTICIPATION PLAN, FAILURE TO SUBMIT THIS FORM MAY RESULT IN A DEFAULT OF THE CONTRACT.

PART A (REASON FOR NON-USE OF CERTIFIED FIRM IN AGREED PLAN)

NAICS Code	Plan Item No.	MWSBE Type for Goal	Certified Firm Name, Address, Phone No. and E-mail	Plan Goal & Actual Use (in % of total)	Method of Contact	Reason for Non-Use (why the Contractor was not able to use the Certified Firm in accordance with the Agreed Plan)
				Plan %: _____ Actual %: _____	Phone <input type="checkbox"/> E-mail <input type="checkbox"/> Fax <input type="checkbox"/>	

PART B (REASON FOR NONUSE OF REPLACEMENT CERTIFIED FIRMS—IF APPLICABLE)

NAICS Code	Plan Item No.	MWSBE Type for Goal	Certified Firm Name Address, Phone No. and E-Mail	Certified Firm Contact Person	Method of Contact	Prime Contact Date	Certified Firm Response	Results of Contact (why Certified Firm was unsuitable or unusable)
					Phone <input type="checkbox"/> E-mail <input type="checkbox"/> Fax <input type="checkbox"/>			
					Phone <input type="checkbox"/> E-mail <input type="checkbox"/> Fax <input type="checkbox"/>			

Authorized Signature: _____ Date: _____ Phone: _____

Print Name: _____ Email Address: _____

**RECORD OF POST-AWARD
GOOD FAITH EFFORTS**

Document 00571

PART B CONTINUATION (REASON FOR NONUSE OF REPLACEMENT CERTIFIED FIRMS)

NAICS Code	Plan Item No.	MWSBE Type for Goal	Certified Firm Name Address, Phone No. and E-Mail	Certified Firm Contact Person	Method of Contact	Prime Contact Date	Certified Firm Response	Results of Contact (why Certified Firm was unsuitable or unusable)
					Phone <input type="checkbox"/> E-mail <input type="checkbox"/> Fax <input type="checkbox"/>			
					Phone <input type="checkbox"/> E-mail <input type="checkbox"/> Fax <input type="checkbox"/>			
					Phone <input type="checkbox"/> E-mail <input type="checkbox"/> Fax <input type="checkbox"/>			
					Phone <input type="checkbox"/> E-mail <input type="checkbox"/> Fax <input type="checkbox"/>			
					Phone <input type="checkbox"/> E-mail <input type="checkbox"/> Fax <input type="checkbox"/>			
					Phone <input type="checkbox"/> E-mail <input type="checkbox"/> Fax <input type="checkbox"/>			
					Phone <input type="checkbox"/> E-mail <input type="checkbox"/> Fax <input type="checkbox"/>			
					Phone <input type="checkbox"/> E-mail <input type="checkbox"/> Fax <input type="checkbox"/>			

Authorized Signature: _____

Date: _____

Phone: _____

Print Name: _____

Email Address: _____

**CONTRACTOR'S REQUEST
FOR PLAN DEVIATION**

Document 00572

CONTRACTOR'S REQUEST FOR PLAN DEVIATION

Contractor Name: _____

Project Name: _____

Approved Participation Plan Percentages	MBE	WBE	SBE	Total
	%	%	%	%

Contractor's Requested Participation Plan	MBE	WBE	SBE	Total
	%	%	%	%

Justification: Please provide the reason the Contractor is unable to meet the MWSBE goal in the Approved Plan.

Good Faith Efforts: Please list any efforts not listed in Contractor's Record of Good Faith Effort (Document 00571).

Please attach additional pages if the space for Justification or Good Faith Efforts is insufficient.

Date: _____ *Contractor: _____

E-mail: _____ *By: _____

Phone Number: _____ Title: _____

*I understand that the approval of this deviation request does not constitute a final decision by OBO that Contractor has used Good Faith Efforts in meeting the Contracting Goal.

FOR OFFICIAL USE ONLY: Approved <input type="checkbox"/>	Not Approved <input type="checkbox"/>
OBO Representative _____	Date: _____
	Title: _____

Project No.

**DRUG POLICY
COMPLIANCE AGREEMENT**

Document 00601

DRUG POLICY COMPLIANCE AGREEMENT

I, _____, _____,
Name Title

of _____
Contractor

have authority to bind Contractor with respect to its Bid, Proposal, or performance of any and all contracts it may enter into with the City of Houston; and that by making this Agreement, I affirm that Contractor is aware of and by the time the Contract is awarded will be bound by and agree to designate appropriate safety impact positions for company employee positions, and to comply with the following requirements before the City issues a Notice to Proceed:

1. Develop and implement a written Drug Free Workplace Policy and related drug testing procedures for Contractor that meet the criteria and requirements established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Drug Policy) and the Mayor's Drug Detection and Deterrence Procedures for Contractors (Executive Order No. 1-31).
2. Obtain a facility to collect urine samples consistent with Health and Human Services (HHS) guidelines and an HHS-certified drug-testing laboratory to perform drug tests.
3. Monitor and keep records of drug tests given and results; and upon request from the City of Houston, provide confirmation of such testing and results.
4. Submit semi-annual Drug Policy Compliance Declarations.

I affirm on behalf of Contractor that full compliance with the Mayor's Drug Policy and Executive Order No. 1-31 is a material condition of the Contract with the City of Houston,

I further acknowledge that falsification, failure to comply with or failure to timely submit declarations or documentation in compliance with the Mayor's Drug Policy or Executive Order No. 1-31 will be considered a breach of the Contract with the City and may result in non-award or termination of the Contract by the City.

Contractor

Title

Signature

Date

END OF DOCUMENT

[Short Project Name]
Project No. [WBS/CIP/AIP/File No.]

**CONTRACTOR'S CERTIFICATION OF
NO SAFETY IMPACT POSITIONS**

Document 00606

**CONTRACTOR'S CERTIFICATION OF
NO SAFETY IMPACT POSITIONS IN PERFORMANCE OF A CITY CONTRACT**

BEFORE ME, the undersigned authority, on this day personally appeared

Affiant
who being by me duly sworn on his oath stated that he is _____
Title
of _____
Contractor

and that no employee safety impact positions, as defined in §5.17 of Executive Order
No. 1-31, will be involved in performing _____
Project

Contractor agrees and covenants that it shall immediately notify the City of Houston
Director of Personnel if any safety impact positions are established to provide services
in performing this City Contract.

Affiant's Signature

SWORN AND SUBSCRIBED before me on this day of _____, 20__.

Notary Public in and for the State of TEXAS

Print or Type Notary Public Name

My Commission Expires: _____
Expiration Date

END OF DOCUMENT

Project No.

AFFIDAVIT OF INSURANCE

Document 00620

AFFIDAVIT OF INSURANCE

BEFORE ME, the undersigned authority, on this day personally appeared

_____, who
Affiant

being by me duly sworn on his oath stated that he is _____, of
Title

_____,
Contractor's Company Name

the Contractor named and referred to within the Contract documents; that he is fully competent and authorized to give this affidavit and that the attached original insurance certificate truly and accurately reflects the insurance coverage that is now available and will be available during the term of the Contract.

Affiant's Signature

SWORN AND SUBSCRIBED before me on _____.
Date

Notary Public in and for the State of TEXAS

Print or type Notary Public name

My Commission Expires: _____
Expiration Date

END OF DOCUMENT



CITY OF HOUSTON CERTIFICATE OF INSURANCE

This certificate of insurance is provided for informational purposes only, and does not confer any rights or obligations other than the rights and obligations conveyed by the policies referenced on this certificate. The terms of the referenced policies control over the terms of this certificate.

Prior to the beginning of work, the vendor shall obtain the minimum insurance and endorsements specified. Authorized Representatives must complete the form providing all requested information and submit by fax, U.S. mail, or e-mail as requested by the City of Houston. The listed endorsements shall be attached to this certificate; copies of the endorsements are also acceptable. PLEASE ATTACH ALL ENDORSEMENTS TO THIS FORM, AND INCLUDE THE MATCHING POLICY NUMBER ON THE ENDORSEMENT. **Only City of Houston certificates of insurance are acceptable; representatives' certificates are not.**

Producer: [Insert name of Producer]

Street/Mailing Address: [Insert address of Producer]

City: [Insert city] State: [Insert State] Zip Code: [Zip Code]

Insured: [Insert name of the Insured]

Street/Mailing Address: [Insert mailing address of Insured]

City: [Insert city] State: [Insert State] Zip Code: [Zip Code] Phone#: [Office Phone Number]

WORKERS COMPENSATION INSURANCE COVERAGE:

Endorsed with a Waiver of Subrogation in favor of *The City of Houston*.

Waiver of Subrogation Endorsement Number: [Enter Endorsement Form No.]

Carrier Name: <u>[Insert insurance company name]</u>		Carrier Phone Number: <u>[Office Phone Number]</u>		
NAIC#: <u>[Insert NAICS code]</u>				
Address: <u>[Insert address of insurance company]</u>		City: <u>[Insert city]</u>	State: <u>[Insert State]</u>	Zip: <u>[Zip Code]</u>
Type of Insurance	Policy Number	Effective Date	Expiration Date	Limits of Liability
Workers Compensation Insurance	<u>[Enter Policy Number]</u>	<u>[Enter Effective Date]</u>	<u>[Enter Expiration Date]</u>	<input type="checkbox"/> W.C. Statutory Limits E.L. Each Accident \$ <u>[Enter policy amount]</u> E.L. Disease – Each Employee \$ <u>[Enter policy amount]</u>
Employers' Liability	<u>[Enter Policy Number]</u>	<u>[Enter Effective Date]</u>	<u>[Enter Expiration Date]</u>	E.L. Disease – Policy Limit \$ <u>[Enter policy amount]</u>

COMMERCIAL GENERAL LIABILITY INSURANCE:

Endorsed with *The City of Houston* as Additional Insured and with a Waiver of Subrogation in favor of *The City of Houston*.

Additional Insured Endorsement #: [Enter Endorsement Form No.] **Waiver of Subrogation Endorsement #:** [Enter Endorsement Form No.]

Carrier Name: <u>[Insert insurance company name]</u>		Carrier Phone Number: <u>[Office Phone Number]</u>		
NAIC#: <u>[Insert NAICS code]</u>				
Address: <u>[Insert address of insurance company]</u>		City: <u>[Insert city]</u>	State: <u>[Insert State]</u>	Zip: <u>[Zip Code]</u>
Type of Insurance	Policy Number	Effective Date	Expiration Date	Limits of Liability
Commercial General Liability Insurance <i>(choose one)</i> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	<u>[Enter Policy Number]</u>	<u>[Enter Effective Date]</u>	<u>[Enter Expiration Date]</u>	Each Occurrence: \$ <u>[Enter policy amount]</u> Products/Completed Operations Aggregate \$ <u>[Enter policy amount]</u> General Aggregate \$ <u>[Enter policy amount]</u>

AUTOMOBILE LIABILITY INSURANCE:

Endorsed with *The City of Houston* as Additional Insured and with a Waiver of Subrogation in favor of *The City of Houston*.

Additional Insured Endorsement Number: [Enter Endorsement Form No.] **Waiver of Subrogation Endorsement Number:** [Enter Endorsement Form No.]

Carrier Name: [Insert insurance company name] NAIC#: [Insert NAICS code]		Carrier Phone Number: [Office Phone Number]		
Address: [Insert address of insurance company]		City: [Insert city]	State: [Insert State]	Zip: [Zip Code]
Type of Insurance	Policy Number	Effective Date	Expiration Date	Limits of Liability
<input type="checkbox"/> Any auto	[Enter Policy Number]	[Enter Effective Date]	[Enter Expiration Date]	Combined Single Limit \$[Enter policy amount]
<input type="checkbox"/> All Owned autos				Bodily Injury (per person) \$[Enter policy amount]
<input type="checkbox"/> Hired Autos				Bodily Injury (per accident) \$[Enter policy amount]
<input type="checkbox"/> Scheduled Autos				Property Damage (per accident) \$[Enter policy amount]
<input type="checkbox"/> Non-owned Autos				

OTHER INSURANCE COVERAGE: (i.e. Excess Insurance, MCS-90, OCP or other needed insurance; use 3d page for needed information)

Carrier Name: [Insert insurance company name] NAIC#: [Insert NAICS code]		Carrier Phone Number: [Office Phone Number]		
Address: [Insert address of insurance company]		City: [Insert city]	State: [Insert State]	Zip: [Zip Code]
Type of Insurance	Policy Number	Effective Date	Expiration Date	Limits of Liability
Umbrella Liability	[Enter Policy Number]	[Enter Effective Date]	[Enter Expiration Date]	\$[Enter policy amount]
Pollution	[Enter Policy Number]	[Enter Effective Date]	[Enter Expiration Date]	\$[Enter policy amount]
Builder's Risk	[Enter Policy Number]	[Enter Effective Date]	[Enter Expiration Date]	\$[Enter policy amount]
Other [Enter Other Insurance]	[Enter Policy Number]	[Enter Effective Date]	[Enter Expiration Date]	\$[Enter policy amount]
Other [Enter Other Insurance]	[Enter Policy Number]	[Enter Effective Date]	[Enter Expiration Date]	\$[Enter policy amount]

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

PROJECT DESCRIPTION (Insert Project Manager Name, City Department and Mailing Address, and WBS Number, as needed)

[Insert Project Manager Name, City Department and Mailing Address, WBS Number, and Project Description]

AUTHORIZED REPRESENTATIVE CERTIFICATION

THIS IS TO CERTIFY TO THE CITY OF HOUSTON that the insurance policies above are in full force and effect.

Name of Authorized Representative: [Insert name of Authorized Representative]
Representative's Address: [Insert address of Authorized Representative]
City: [Insert city] State: [Insert State] Zip: [Zip Code]
Authorized Representative's Phone Number (including Area Code): [Authorized Representative's Office Phone Number]
Signature of Authorized Representative X
Date [Date of Signature]

Additional Notes:

WORKERS COMPENSATION INSURANCE COVERAGE (e.g., limits, self-insured retention, deductibles)

As applicable: Self-Insured Retention: _____ Deductible: _____

COMMERCIAL GENERAL LIABILITY INSURANCE (e.g., limits, self-insured retention, deductibles)

As applicable: Self-Insured Retention: _____ Deductible: _____

AUTOMOBILE LIABILITY INSURANCE (e.g., limits, self-insured retention, deductibles)

As applicable: Self-Insured Retention: _____ Deductible: _____

OTHER INSURANCE COVERAGE (e.g., limits, self-insured retention, deductibles)

As applicable: Self-Insured Retention: _____ Deductible: _____

Additional Carrier Information (if multiple carriers providing insurance)

Carrier Name: [Insert insurance company name]
NAIC#: [Insert NAICS code]
Carrier Phone Number: [Insert Office Phone Number]
Type of Insurance: [Insert specific type of insurance]
Policy #: [Enter Policy Number]
Limits of Liability: \$[Enter policy amount]

Carrier Name: [Insert insurance company name]
NAIC#: [Insert NAICS code]
Carrier Phone Number: [Insert Office Phone Number]
Type of Insurance: [Insert specific type of insurance]
Policy #: [Enter Policy Number]
Limits of Liability: \$[Enter policy amount]

Carrier Name: [Insert insurance company name]
NAIC#: [Insert NAICS code]
Carrier Phone Number: [Insert Office Phone Number]
Type of Insurance: [Insert specific type of insurance]
Policy #: [Enter Policy Number]
Limits of Liability: \$[Enter policy amount]

Project No. _____

**AFFIDAVIT OF COMPLIANCE WITH
AFFIRMATIVE ACTION PROGRAM**

Document 00624

**AFFIDAVIT OF COMPLIANCE WITH
AFFIRMATIVE ACTION PROGRAM**

BEFORE ME, the undersigned authority, on this day personally appeared

_____, who
Affiant

being by me duly sworn on his oath stated that he is _____,
Title

of _____,
Contractor

the Contractor named and referred to within the Contract documents; that he is fully competent and authorized to give this affidavit and that the Contract is in compliance with the Affirmative Action Program of the City and has done all that is required by the Contract documents, the Affirmative Action Program, and pursuant to Chapter 15, Code of Ordinances, City of Houston, §15.16 et seq.

Affiant's Signature

SWORN AND SUBSCRIBED before me on this day of _____, 20__.

Notary Public in and for the State of TEXAS

Print or Type Notary Public Name

My Commission Expires: _____
Expiration Date

END OF DOCUMENT



**City of Houston
Certification of Compliance with
Pay or Play Program**



Contractor Name: _____ \$ _____
(Contractor/Subcontractor) (Amount of Contract)

Contractor Address: _____

Project No.: _____

Project Name: _____

POP Liaison Name: _____

In accordance with the City of Houston Pay or Play Program authorized by Ordinance 2007-534 and Executive Order 1-7, Contractor/Subcontractor agrees to abide by the terms of this Program. This certification is required of all contractors for contracts subject to the program. You must agree EITHER to PAY or to PLAY for all covered employees. The Contractor/Subcontractor may also Pay on behalf of some covered employees and Play on behalf of other covered employees.

The Contractor/Subcontractor will comply with all provisions of the Pay or Play Program and will furnish all information and reports requested to determine compliance with program requirements of the Pay or Play Program (See Executive Order 1-7 for the terms of the Pay or Play program) The criteria of the program is as follows:

The Contractor/Subcontractor agrees to “Pay” \$1.00 per hour for work performed by covered employees under the contract with the City. If independent contract labor is utilized the Contractor/Subcontractor agrees to report hours worked by the independent contract laborer and pay \$1.00 per hour for work performed.

Otherwise the Contractor/Subcontractor agrees to “Play” by providing health benefits to each covered employee. The health benefits must meet the following criteria:

1. The employer will contribute no less than \$150 per employee per month toward the total premium cost for single coverage only; and
2. The employee contribution, if any amount, will be no greater than 50% of the total premium cost and no more than \$150 per month.
3. Pursuant to E.O. 1-7 section 4.04 a contractor is deemed to have complied with respect to a covered employee who is not provided health benefits if the employee refuses the benefits and the employee’s contribution to the premium is no more than \$40 per month.

Please select whether you choose to:	Pay	Play	Both

The Contractor/Subcontractor will file compliance reports with the City, which will include activity for covered employees subject to the program, in the form and to the extent requested by the administering department. Compliance reports shall contain information including, but not limited to, documentation showing employee health coverage and employee work records.

Note: The Contractor is responsible to the City for the compliance of covered employees of covered subcontractors and only forms that are accurate and complete will be accepted.

*Estimated Number of:	Prime Contractor	Sub-Contractor
Total Employees on City Job		
Covered Employees		
Non-Covered Employees		
Exempt Employees		

***Required**

I hereby certify that the above information is true and correct.

Contractor (*Signature*) _____ Date _____

Name and Title (*Print or type*) _____

City of Houston
Pay or Play Program
List of Subcontractors



Prime Contractor: _____
Project Number/Description: _____

POP Contact Person: _____
Address: _____

Email: _____
Phone: _____

Note: Include ALL subcontractors (use additional form if necessary)

Subcontractor Name	Supplier Y/N?	Amount of Subcontract	Check One				Contact Person	Phone	Email Address	Mailing Address
			Pay	Play	Both (Pay and Play)	N/A				

*If the above information is found to be submitted fraudulently with the intent to bypass or deceive the purpose of the Pay or Play Program the contractor will be held liable for all compliance requirements from the inception of the contract. All subcontracts that surpass the \$200,000.00 threshold will be responsible for Pay or Play compliance from the inception of the contract.

Affidavit

I hereby solemnly affirm, certify and confirm that the total sub-contract value stated above is the final value of the contract (*) including all material costs, fuel, payroll, taxes, fees, profit sharing, labor or any payments in relation to the contracted work and no separate payment or contract has been made for the sub-contract under contract no. _____. The above sub-contract value includes all the costs related to work under the contract. The contractor and sub-contractor(s) agree to inform The Mayor's Office of Business Opportunity of any related cost(s) added to the contracted work and re-submit POP-3 with the current value of the sub-contract. I understand that compliance with "Pay or Play" program is mandatory and nothing has been hidden to circumvent the program requirements.

Contractor Authorized Representative & Title
Name & Signature

Date

**CITY OF HOUSTON
STANDARD SPECIFICATION**

**OFFICE OF BUSINESS OPPORTUNITY
CERTIFICATION BY MATERIAL SUPPLIERS**

Document 00632

**CERTIFICATION BY PROPOSED MATERIAL SUPPLIERS,
LESSORS, AND PROFESSIONAL SERVICE PROVIDERS
REGARDING EQUAL EMPLOYMENT OPPORTUNITY**

Company Name: _____ \$ _____
(Supplier, Lessor, Professional Service Provider) (Amount of Contract)

Materials/Services Provided: _____

Company Address: _____

Company Telephone Number: _____ Fax: _____

E-mail Address: _____

Web Page/URL Address: _____

Company Tax Identification Number: _____

Project Name & No.: _____

In accordance with the City of Houston Ordinance 78-1538, Supplier/Lessor/Professional Service Provider represents to be an equal opportunity employer and agrees to abide by the terms of the Ordinance. This certification is required of all Suppliers/Lessors/Professional Service Providers providing goods or service to this project. Companies with agreements \$10,000 or more must comply the provisions of **EO 11246**.

- Yes No Supplier agrees not to discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or age.
- Yes No Supplier agrees that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, or age.
- Yes No Supplier will comply with all provisions of **Executive Order No. 11246** and rules, regulations and applicable orders of the Department of Labor or other Federal Agency responsible for enforcement of applicable equal opportunity and affirmative action provisions and will likewise furnish all information and reports required by the Mayor or Contract Compliance Officers for the purpose of investigation to ascertain and effect compliance with the City of Houston's Office of Business of Opportunity.
- Yes No The Supplier shall file and cause their sub-tier contractors to file compliance reports with the City in the form and to the extent as may be prescribed by the Mayor or Contract Compliance Officers. Compliance reports filed at such times as directed shall contain information including, but not limited to, the practices, policies, programs, and employment policies.

I hereby certify that the above information is true and correct.

COMPANY OFFICER (Signature)

DATE

NAME AND TITLE (Print or type)

END OF DOCUMENT

Document 00636

Certificate of Interested Parties

In accordance with Texas Gov't Code §2252.908, the successful bidder must complete Form 1295, Certificate of Interested Parties. Form 1295 is available for downloading on the Texas Ethics Commission's (TEC) website: <https://www.ethics.state.tx.us/forms/1295.pdf>.

The successful bidder must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number.

No later than 30 days after the contract's effective date, the City will upload the successful bidder's completed Form 1295. The TEC will post the Contractor's completed Form 1295 within seven business days of receipt.

For your reference, Form 1295 is attached as part of this document.

END OF DOCUMENT

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

OFFICE USE ONLY

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

 Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY



ATTACHMENT “ ”

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 and Number _____

Bid Amount: _____ M/W/DBE Goal: _____

_____ agrees to enter into a contractual agreement
Prime Contractor

with _____, who will provide the following goods/
MWBE Subcontractor

services in 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
(M/W/DBE Subcontractor) Office of Business of Opportunity 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 Contactor)

Signed (M/W/DBE Subcontractor)

Printed Signature

Printed Signature

Title Date

Title Date

Attachment “ ”

CITY OF HOUSTON CERTIFIED MWBE SUBCONTRACT TERMS

Contractor shall ensure that all subcontracts with M/WBE 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 Office of Business Opportunity (“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 Office of Business Opportunity.

- 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 Office of Business Opportunity 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 Office of Business Opportunity Policy and/or Ordinance, contact the Office of Business Opportunity Division at 713.837.9000, 611 Walker Street, 7th Floor, Houston, Texas 77002.