CITY OF HOUSTON

Addendum No. 1 TO
REQUEST FOR PROPOSALS

FOR THE

CITY OF HOUSTON CONSTRUCTION DISPARITY STUDY

Primary Participating City Departments

MAYOR'S OFFICE OF AFFIRMATIVE ACTION & CONTRACT COMPLIANCE
DEPARTMENT OF PUBLIC WORKS & ENGINEERING
GENERAL SERVICES DEPARTMENT
HOUSTON AIRPORT SYSTEM

Managing Departments

MAYOR'S OFFICE OF AFFIRMATIVE ACTION & CONTRACT COMPLIANCE
LEGAL DEPARTMENT

This Addendum is incorporated into the Request for Proposals ("RFP") documents. In the event of a conflict with the original RFP documents, this Addendum governs.

CHANGES TO RFP

1. The deadline for the submittal of the proposal to the **Mayor's Office of Affirmative Action and Contract Compliance** (with a copy to the City Attorney Arturo G. Michel) is no later than Friday, June 12, 2009 at 2:00 p.m. CDT. (Reference to Section II, 1.2 of original RFP).

2. Proposers shall complete the City of Houston Questionnaire attached to this Addendum in order to meet the requirements of the RFP. (Exhibit A).

3. Proposers shall submit pricing information in the form and requirements attached to this Addendum. (Exhibit B).

4. Proposers shall use the form "List of Previous Customers" attached to this Addendum in place of the form titled the same behind Exhibit II in the original RFP. (Exhibit C).

END OF RIDER NO. 1

DATED: _____

_____
Arturo G. Michel
City Attorney

EXHIBIT A

CITY OF HOUSTON

QUESTIONNAIRE
FOR THE
CITY OF HOUSTON CONSTRUCTION
DISPARITY STUDY

Primary Participating Departments

MAYOR'S OFFICE OF AFFIRMATIVE ACTION & CONTRACT COMPLIANCE
DEPARTMENT OF PUBLIC WORKS & ENGINEERING
GENERAL SERVICES DEPARTMENT
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LEGAL DEPARTMENT

GENERAL INFORMATION & INSTRUCTIONS:

1. The City of Houston may require any Proposer to complete this questionnaire in order to participate in the Disparity Study Selection process. Proposers who fail to submit this Questionnaire as requested may be considered non-responsive.

2. Proposers' responses will be released to Stakeholders, but the City will withhold the Proposers' identity to increase objectivity and maintain selection process integrity.

3. Proposers should answer Sections B (Experience & Qualifications), C (Work Plan), and D (Methodology) using the following criteria:

    a. All formatting of Responses should remain consistent with this document. All Responses should be typed in Roman 12 point, single spaced font with page margins of 1 inch on sides.

    b. Questions should not be removed or altered in any way. Answers to Questions should start on the next available line and not interfere with the formatting of the next Question.

    c. Responses should be limited to 2 pages per section. Any information that extends beyond this page limit shall not be presented or considered.

    d. Each Section should be printed front and back on 1 page that is separate from information from any other Section.

    e. Responses should contain no sensitive or identifying information. Any attempt to include identifying or sensitive information may result in a finding that the Proposer is non-responsive.

4. All submission guidelines that apply to the Proposal shall be deemed to apply to the Questionnaire unless otherwise stated. Five copies of the Proposer's Responses to this Questionnaire should be submitted with the Proposal. An electronic copy of the Questionnaire should be available upon request.

5. Please send questions about the Questionnaire to augustus.campbell@cityofhouston.net.

EXPERIENCE & QUALIFICATIONS:

1. Please briefly describe, without any specific names of cases or institutions, the educational and experiential qualifications of your organization's principal researcher.

2. Please describe the number and qualifications of staff that your organization plans to assign to this projects. Feel free to reference names of other institutions, but not the name of your organization or the name of any individual.

3. How many disparity studies has your organization conducted since 1990?

4. To what types of clients did your organization provide those disparity studies?

5. How many and what types of those disparity studies have faced court challenges?

6. What were the standards of review and outcomes of those court challenges?

A. WORK PLAN:

Please briefly and generally describe your organization's approach to the following:

1. Conducting information gathering in the study market area.

2. Reviewing procurement practices for the disparity study.

3. Reviewing city programs and policy related to the disparity study.

4. The legal standards and framework your organization will use for this disparity study.

5. Conducting analysis within the data and legal framework that your organization will develop.

6. Identifying and recommending discrimination remedies.

7. Interim Reporting and availability and limitations on such reporting.

8. Developing the Final Report.

9. Time estimates for conducting the study, including dates for milestones and reports.

B. METHODOLOGY:

Without providing any sensitive or identifying formation, please answer the following questions.

1. What period of time should be evaluated in the disparity study?

2. How will your organization define and evaluate “ready, willing, and able” contractors and subcontractors?

3. How will your organization measure utilization and availability?

4. How will your organization define, identify, and measure discrimination?

5. In laymen terms or adequate explanation, what data, statistical methods and models, and basic processes your organization will incorporate to measure discrimination?

6. What evidence will your organization rely on in making recommendations of remedies? Please use examples and anecdotes if appropriate.

EXHIBIT B

PAYMENT TERMS & PRICING INFORMATION

A. PAYMENT TERMS

For services set out and performed in accordance with the Agreement, from date of issuance of a Notice to Proceed to the date of the Project completion, the City shall pay a negotiated lump sum amount agreed upon by the Director and Contractor which will be recorded in the Work Order when issued and will be equal to or less than the following:

a. Raw Salary times Raw Salary Multiplier (where the total salary cost is calculated by multiplying actual Raw Salary times Raw Salary Multiplier times the estimated hours necessary to complete the Work Order);
b. Estimated Reimbursable Expenses;
c. Estimated Consultant Subcontract Cost plus up to 8%; plus
d. Estimated reasonable contract personnel cost and cost of personnel employed through employment agencies, plus up to 8%.

2. City shall pay Contractor based on invoices, submitted no more than once per month, upon complete performance of the invoiced services as set out in Agreement.

3. If any of the following conditions listed in subparagraphs directly below occur during the Project, the Director may, but is not obligated to, negotiate with the Contractor for an increase in the lump sum fee, subject to the limitations defined by the Agreement:

a. The City requires the Contractor to extend work beyond the original contract time by more than 50% of the original contract;
b. the City adds work to the Project; or
c. the Contractor pays liquidated damages as defined by the Agreement.

4. The City shall pay Contractor the following for its services:

a. Raw Salary times Raw Salary Multiplier; plus
b. Consultant Subcontract Cost plus up to 8%; plus
c. Reimbursable Expenses; plus
d. Reasonable contract personnel cost and cost of personnel employed through employment agencies, plus 8%.

The Contractor shall perform all services in an authorization for the not- to-exceed amount set out in such authorization.

For authorized supplemental activities, invoices must show the breakdown of type and cost of each item included within the definition of Reimbursable Expenses; a breakdown of the individual expenditures allowable as travel costs under the definition of Reimbursable Expenses; the actual invoice cost of Consultant Subcontract Cost, including a copy of the Consultant's invoice; and the number of hours expended by Contractor's employees for each task of the Project.

B. METHOD OF PAYMENT

1. For services performed in accordance with the Agreement, the City shall pay Contractor based on invoices submitted by Contractor and approved by the Director. Invoices against the lump sum amount for the work order will be based on the approved work plan. For authorized supplemental activities, invoices must show the breakdown of type and cost of each item included within the definition of Reimbursable Expenses; a breakdown of the individual expenditures allowable as travel costs under the definition of Reimbursable Expenses; the actual invoice cost of Consultant Subcontract Cost times 1.08, including a copy of the Consultant's invoice; and the number of hours expended by Contractor's employees for each task of the Project. The City shall make payments to Contractor at its address for notices within 30 days of receipt of an approved invoice.

2. If the City disputes any items in an invoice Contractor submits for any reason, including lack of supporting documentation, the Director shall temporarily delete the disputed item and pay the remainder of the invoice. The Director shall promptly notify Contractor of the dispute and request remedial action. After the dispute is settled, Contractor shall include the disputed amount on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only.

D. LIMIT OF APPROPRIATION

The lump sum fee specified in the Agreement represents Contractor's total compensation for its services under the Agreement. Under its Charter, the City may not obligate itself by contract to pay more money than the amount the City Council appropriates. The City Council

shall appropriate a lump sum amount ("Original Allocation") to pay for services under the Agreement. The City's obligation to Contractor under the Agreement shall not exceed the Original Allocation. However, the City Council, at its sole discretion, may appropriate additional funds for the Agreement as it awards future construction contracts.

E. SUSPENSION OF PERFORMANCE

The Director may suspend Contractor's performance under the Agreement, with or without cause, by notifying Contractor in writing. Contractor shall resume work when directed to do so by the Director. The parties may negotiate and mutually agree in writing to a plan to reduce stand-by costs to be paid to Contractor by the City during the suspension period, which shall not exceed $5,000.00 under any circumstances. The City shall not grant any compensation or extension of time under this Section if the suspension results from non-compliance of Contractor or its Consultants with any requirement of the Agreement.

F. SUSPENSION BY CONTRACTOR

In the event the appropriation under the Contract is insufficient to compensate Contractor for Services in accordance with the payment provisions hereof, Contractor may suspend work under such Services at such time as the total appropriation is expended or obligated for payment to the Contractor, but shall resume such Services, if and when authorized by the Director, upon appropriation of additional funds by City Council.

G. CERTAIN OTHER DUTIES OF THE CITY

In addition to other duties under the Agreement, the City shall perform the following services:

1. When requested to do so in writing by the Contractor provide access to information such as existing drawings, maps, field notes, statistics, computations, and other data in the possession of the City which in the Director's opinion will assist the Contractor in the performance of its services hereunder; and
2. Examine documents submitted by the Contractor and render initial review and response pertaining thereto within five working days so as to avoid delay in the progress of the Contractor's services.

PRICING FORM

Please use the table below to propose descriptions of classifications of staff and maximum raw salaries and classifications of services and maximum charges Contractor anticipates will be directly engaged on the Project.

RAW SALARIES

CLASSIFICATION	UNIT	MAXIMUM RATE
Project Principal (e.g.)		$
Senior Statistician (e.g.)		$
Attorney (e.g.)		$
Administrative (e.g.)		$

SERVICE RATES

CLASSIFICATION	UNIT	MAXIMUM RATE
		$
		$
		$

The above maximum rates will not increase during the term of this Agreement.

EXHIBIT C

LIST OF PREVIOUS CUSTOMERS

1. Name: _____ Phone No.: _____
   Address: _____
   Contract Award Date: _____ Contract Completion Date: _____
   Contract Name/Title: _____
   Project Description: _____
   _____

2. Name: _____ Phone No.: _____
   Address: _____
   Contract Award Date: _____ Contract Completion Date: _____
   Contract Name/Title: _____
   Project Description: _____
   _____

3. Name: _____ Phone No.: _____
   Address: _____
   Contract Award Date: _____ Contract Completion Date: _____
   Contract Name/Title: _____
   Project Description: _____
   _____

4. Name: _____ Phone No.: _____
   Address: _____
   Contract Award Date: _____ Contract Completion Date: _____
   Contract Name/Title: _____
   Project Description: _____

5. Name: _____ Phone No.: _____
   Address: _____
   Contract Award Date: _____ Contract Completion Date: _____
   Contract Name/Title: _____
   Project Description: _____