

**CITY OF HOUSTON
REQUEST FOR PROPOSALS (RFP)
MASTER PROGRAM MANAGER
Phase 2
SOLICITATION NO.: S76-T28854**

Date Issued: December 28, 2018

Pre-Proposal Conference: January 15, 2019 @ 10:00 AM (CST)
City Hall Annex
900 Bagby, 3rd Floor, Conference Room No. 382
Houston, TX 77002
Conference No.# (515) 739-1420
Access Code# 989461

**Pre-Proposal Questions
Deadline:** January 17, 2019 @ 2:00 PM (CST)

Solicitation Due Date: February 7, 2019 @ 4:00 PM (CST)

Solicitation Contact Person: Bridget W. Cormier
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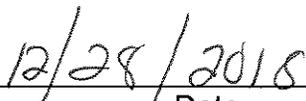
Project Description: The City of Houston is seeking a highly qualified firm with experience and expertise in housing recovery after disasters to provide master program management services to support the operating of disaster related programs outlined in the Local Action Plan in response to Hurricane Harvey. This RFP is to ensure that the City can execute programs in compliance with State and Federal requirements for all reimbursement-eligible costs. The term is for a three (3) year contract with two (2), one (1) year options to renew.

NIGP Code: (918-81; 991-56; 990-28; 990-29; 990-30)

MWSBE Goal: 24%



Jerry Adams, Chief Procurement Officer



Date

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- EXHIBIT VIII – DISASTER RECOVERY OVERVIEW PRESENTATION
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- EXHIBIT X – HOMEOWNER ASSISTANCE PROGRAM PROCESS MAP
- EXHIBIT XI – HCDD DISASTER RECOVERY ORGANIZATIONAL CHART
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PART I – GENERAL INFORMATION

1.0 General Information

On August 25, 2017, Hurricane Harvey made landfall on the Texas coast as a Category 4 hurricane, and as it moved inland, it slowed and stalled over the Houston area. The area received unprecedented levels of rainfall over the next two days, as the system remained stalled, dropping over 50 inches of rain in the area, according to the National Weather Service, making it a 1-in-1,000-year flood event. Widespread flooding came in stages, first from rainfall and then via releases from dams and reservoirs which the heavy rains threatened to overwhelm. Fifty-nine percent of the damage from Harvey occurred outside the 500-year Federal Emergency Management Agency (FEMA) floodplain, signifying the enormity of the event.

According to the [City of Houston Local Housing Needs Assessment](#), Hurricane Harvey had extensive impact on the housing stock in Houston. Almost half (41.7%) of all residential buildings, an estimated 209,422 of Houston’s 501,721 residential buildings, were damaged by floodwater. When considering the impact to renter and owner-occupied households separately, a higher percentage of homeowner homes were impacted. The Local Housing Needs Assessment shows that 31.7% of all homeowner households and 23.1% of renter households were impacted by floodwaters.

Houston has suffered a series of storm impacts in the past 10 years, including Hurricane Ike in 2008, along with the Memorial Day and Halloween floods of 2015 and the Tax Day floods of 2016; while Harvey’s flooding was much more widespread, homes flooded in recent previous events can generally be expected to have flooded again during Harvey.

The floods touched many areas of the city, with those most hard-hit including, but not limited to; west Houston, southwest Houston and the city’s northeast area. Impacted neighborhoods represent a wide range of incomes and populations and include areas where the City believes residents whose homes were flooded may not have filed for FEMA assistance. Flooding devastated areas with high levels of social vulnerability where low-income residents have the fewest resources to recover. Twelve neighborhoods identified in the Local Needs Assessment have at least one census tract with very high social vulnerability (above 0.8 on the University of South Carolina’s Social Vulnerability Index) and damage above 50 percent of -the estimated annual income of residents in the buildings that were damaged: Braeburn, East Houston, Golfcrest, Greater Fifth Ward, Greenpoint, Gulfton, Hunterwood, Inwood, Lawndale, Midwest, Northshore, and Northside.

With a strong focus on housing, the [City of Houston’s Local Action Plan](#) outlines programs designed to assist residents in the recovery process. The Plan includes an overview of recovery programs, a budget for \$1.17 billion in housing recovery funds, and a timeline for when the funds will be spent. As outlined, the City proposes the following program implementation and spending timeline:

City of Houston Housing	Homeowner Assistance Program	\$ 392,729,436
	Single Family Development Program	\$ 204,000,000
	Multifamily Rental Program	\$ 321,278,580
	Small Rental Program	\$ 61,205,100
	Homebuyer Assistance Program	\$ 21,741,300
	Buyout Program	\$ 40,800,000
City of Houston Public Services and Economic Revitalization	Public Services	\$ 60,000,000
	Economic Revitalization Program	\$ 30,264,834

City of Houston Planning	Houston Planning	\$ 23,100,000
City of Houston Housing Administration	Houston Housing Administration	\$ 20,835,088
City of Houston Allocation Subtotal (after housing admin)		\$ 1,175,954,338



2.0 City of Houston Background

The City of Houston is the fourth largest City in the United States comprising 23 departments with multiple locations throughout the City. The Housing and Community Development Department (HCDD) works collaboratively with other departments, including Finance, Information Technology, Legal, and Public Works to support disaster recovery programming.

3.0 Solicitation Schedule

Listed below are key dates for this Request for Proposal (RFP):

<u>EVENT</u>	<u>DATE</u>
Date RFP Issued	December 28, 2018
Pre-Proposal Conference	January 15, 2019
Questions from Proposers Due to City	January 17, 2019
Proposals Due from Proposers	February 7, 2019
Notification of Intent to Award (<i>Estimated</i>)	March 2019
Council Agenda Date (<i>Estimated</i>)	March 2019
Contract Start Date (<i>Estimated</i>)	April 2019

PART II – SCOPE OF WORK

1.0 Purpose

The City of Houston (“City”) seeks proposals from highly qualified firms with experience and expertise in housing recovery after disasters to provide master program management services of housing program management and redesign for housing recovery for the HCDD. The selected firm will assist the HCDD in managing a housing recovery plan and in overseeing various other contractors or subcontractors including an Outreach, Intake and Case Management firm, an Information Management System firm, and Construction Management firms. **Given this organizational structure, the selected firm, and its subcontractors, for this Master Program Manager solicitation shall not have been awarded the contract associated with the Outreach, Intake and Case Management, Information Management System, or Construction Management Requests for Proposals, which the City awarded prior to this RFP.** The selected firm will execute a Time and Materials Contract with the City, which may require additional documentation to substantiate costs.

2.0 Scope of Work

Generally

During the term of the Master Program Manager contract, HCDD will work with the awarded firm to issue detailed task orders describing the specific services and deliverables required. The task orders shall include, among other things, the scope, budget and deadlines for the services required. HCDD may solicit input from the selected Proposer concerning the sufficiency of individual Task Order timeframes and budgets to accomplish the required scope of work. The funding sources contemplated in the scope of work include:

- CDBG-Disaster Recovery 2015; and
- CDBG-Disaster Recovery 2017 (Harvey).

The City seeks a vendor that will lead the implementation and administration of long-term housing programs that will draw from a variety of public funding sources to build new homes and repair homes that sustained damage as a result of the floods of 2015 and Hurricane Harvey. This work may also involve program redesign or other tasks necessary to adapt existing programs and resources to changing conditions during the contract term.

The disaster housing programs include options to:

- Repair nearly 6,000 storm damaged single-family and small rental dwellings through:
 - Reimbursement of eligible out-of-pocket expenses;
 - Using a pool of city-managed construction contractors;
 - Homeowner-managed contractors; and
 - Interim mortgage assistance for households participating in the Homeowner Assistance Program.
- Acquire damaged homes;
- Provide homebuyer assistance to approximately 700 households;
- Construct approximately 1,800 new single-family homes;
- Buyout an estimated 200 flood-prone properties;
- Develop over 3,000 new multifamily housing units;
- Provide public services, including housing counseling, job training, and mental health, to vulnerable populations; and

- Promote economic recovery.

For more details, please review the Disaster Recovery Overview presentation attached as **Exhibit VIII**, the Local Action Plan and program guidelines at www.houstontx.gov/housing.

Housing Program Management

Some of the key tasks contemplated for the Master Program Manager are listed below.

1. Program management of disaster housing programs and related efforts. The submitted Texas General Land Office Hurricane Harvey Application is included as **Exhibit IX**.
2. Maintain master program schedule and workplan. The existing work flow for the Homeowner Assistance Program (HoAP) is included as **Exhibit X**.
3. Provide staff augmentation and surge capacity to HCDD as needed to meet the program goals outlined in the Local Action Plan. The existing HCDD Disaster Recovery organizational chart is included as **Exhibit XI**.
4. Manage and coordinate ICF (outreach and intake), I&I Software (information management system), and a pool of construction contractors for disaster housing programs to ensure efficiency of service delivery and compliance with grant requirements / applicable regulations. Existing agreements with pertinent task orders are included as **Exhibit XII**.
5. Track and monitor performance across the programs using established performance metrics. Periodically provide recommendations to HCDD concerning processes and appropriation of resources.
6. Assess ongoing program training needs through leadership meetings, Quality Assurance / Quality Control (QAQC) results, and/or established surveys and evaluations.
7. Provide individualized or congregate technical assistance and training to HCDD staff and partners concerning the disaster housing programs and associated grant requirements.
8. Provide technical assistance to HCDD and Recovery Office – Housing Subcommittee on disaster housing programs if necessary, including, but not limited to conducting research and providing expert advice.
9. As needed, maintain and update HCDD housing policies and procedures manuals, standard operating procedures or other programmatic checklists and documents to ensure compliance with any changes to federal regulations including 2 CFR 200, Stafford Act, NFIP, NEPA, Uniform Relocation Act (URA), Affirmatively Furthering Fair Housing (AFFH), and Analysis of Impediments.
10. Track resolution of open questions related to, or necessary for, maintaining policies, procedures and processes.
11. Provide technical assistance on the development and operation of an in-house call center.
12. Operate and maintain systems to track funding from grant program sources. Reconcile grant funds to ensure that funds are appropriately tracked and accounted.
13. Report daily, weekly and monthly activities and other ad hoc or regular reports for City Departments or leadership.
14. Represent HCDD (as a disaster housing liaison) to organizations (public, private sector and non-profits) involved in disaster housing programs.
15. Support HCDD through the grant closeout process, including facilitating audit and examination of HCDD records by GLO or HUD and addressing compliance issues as required.
16. Support the ongoing build out, maintenance and operation of GrantCare, an on-site and electronic secure data management system to enhance project efficiencies and performance that includes: information collection, Personally Identifiable Information (PII) protection, collaboration/sharing, and reporting capabilities.

17. Provide assistance in developing solicitations for other disaster housing assistance services in consultation with City Departments, the Legal Department and federal/state partners, as necessary.
18. Develop housing related sections of future action plan amendments as needed.

3.0 Key Personnel

The Proposer shall identify the key personnel that will be committed to the project. The City reserves the right to reject any key personnel proposed if it is determined in the City's best interest. Qualifications and experience of key proposed personnel proposed will be factored into the evaluation process; therefore, key personnel shall not be replaced without the approval of the City. Any approved substitutions for personnel shall be of equal or better qualifications.

All personnel will be required to collocate with HCDD's Disaster Recovery staff for the life of the contract to allow for staff augmentation and knowledge transfer. HCDD will be responsible for facility costs to collocate at 2100 Travis Street, Houston.

4.0 Laws, Codes, & Safety Guidelines

The City intends to utilize CDBG-DR funding for the agreement. The selected Firm must comply with all applicable governing local, state, and federal laws, executive orders, regulations, requirements, and guidelines, including but not limited to FR-5938-N-01, FR-6066-N-01, 24 CFR part 570, and 2 CFR part 200 and other Federal requirements. The selected Firm shall comply with all laws, codes and safety guidelines applicable to the work being performed. For all laws, codes and safety guidelines cited here or elsewhere in specifications, the revision or edition in effect at the time of performance of the work shall apply. The laws, codes, and safety guidelines to be followed shall include, but are not limited to the following:

Compliance with Environmental Laws. Selected Firm shall comply with all laws relating to environmental matters including, without limitation, those relating to fines, orders, injunctions, penalties, damages, contribution, cost recovery compensation, losses or injuries resulting from the release or threatened release of hazardous materials, special wastes or other contaminants into environment and to generation, use, storage, transportation, or illegal disposal of solid wastes, hazardous materials, special wastes or other contaminants including, without limitation, the Comprehensive Environmental Response and Compensation and Liability Act (42 U.S.C § 9602 et seq.), the Hazardous Material Transportation Act (49 U.S.C. § 1801 et seq.), the Resource Conservation and Recovery Act of 1976(42 USC. § 6901 et seq.), the Clean Water Act (33 U.S.C. § 1251 et seq.), the Clean Air Act (42 U.S.C. § 7401 et seq.) The Toxic Substances Control Act of 1976 (15 U.S.C. § 2601 et seq.), the Safe Drinking Water Act (42 U.S.C. § 300f), the Occupational Safety and Health Act of 1970 (29 U.S.C §& 651 et seq.), the Emergency Planning and Community Right-to-know Act (42 U.S.C § 11001 et seq.), Texas Commission on Environmental Quality (TCEQ) (415 ILCS 5/1 through 5/56.6) and the Municipal Code of the City of Houston, each as amended or supplemented, and any analogous future or present local, state or Federal statutes, rules and regulation promulgated thereunder or pursuant thereto, and any other present or future law, ordinance, rule regulation, permit or permit condition, order or directive regulating, relating to or imposing liability or standards of conduct concerning any hazardous materials or by Federal government, any state or any political subdivision thereof, or any agency, court or body of the Federal government, any state or any political subdivision thereof, exercising executive, legislative, judicial, regulatory or administrative functions (collectively, "**Environmental Laws**").

Permits. The Firm shall at their own expense and in its own name obtain and maintain all permits, licenses, vehicle stickers, certificates and licenses required by the City and/or other State or Federal requirements as may be necessary to legally perform its obligation.

PART III – EVALUATION AND SELECTION PROCESS

An evaluation committee will evaluate Proposers' Proposals in accordance with the evaluation criteria provided herein. Upon completion of the evaluation, the committee may develop a short list of Proposer(s) meeting the technical competence requirements. The shortlisted Proposer(s) may be scheduled for a structured oral presentation, demonstration, interview and negotiations. Following these City-to-Proposer(s) meetings, the evaluation team will summarize their findings and recalculate their scores, if needed. However, the evaluation committee reserves the right to issue letter(s) of clarification when deemed necessary to any or all Proposer(s). The oral presentations, demonstrations and/or interviews may be recorded and/or videotaped.

A. Interviews/Oral Presentations/Demonstrations

The City reserves the right to request that Proposer(s) provide final presentation handouts of its Proposal at their scheduled meeting. No Proposer may attend presentations of any other Proposer. If necessary, Proposers may be scheduled for more than one presentation, demonstration, or interview.

B. Selection Process

Upon review of all information provided by Proposers, the evaluation committee will make a recommendation for selection to City officials. The City reserves the right to check references on any projects performed by the Proposer, whether provided by the Proposer or otherwise known by the City. After the evaluation process is complete, the Chief Procurement Officer (CPO), in his sole discretion, may disqualify a Proposer on the basis of negative references if it is determined the Proposer is not qualified to perform the work. The selected Proposal shall be submitted for approval by the appropriate City officials. The City intends to select the Proposal that best meet the needs of the City and that provide the best overall value. In awarding the contract on this basis, the City reserves the right to award the contract to a Proposer other than the lowest price or cost Proposer. Upon approval of the selected Proposer, contracts shall be executed by the appropriate City officials with the selected Proposer. In the event the City and winning Proposer cannot reach an agreement, the City will select the next best Proposer meeting the City's technical requirements.

C. Best and Final Offer (BAFO)

The City reserves the right to request a Best and Final Offer from Proposer(s), if necessary. At a minimum, the Best and Final Offer would consist of submitting a final Fee Schedule with associated costs, and address any outstanding items previously identified during the evaluation of Proposals.

If the City chooses to invoke a "required BAFO" option, Proposals shall then be re-evaluated by the evaluation committee. The BAFO shall include instructions, requirements, and a specified Proposal due date.

D. Evaluation Criteria

1. Responsiveness of Proposal (Pass/Fail)

- 1.1 Proposal shall be responsive to all the Proposal Requirements as stated in Part IV that will enable the evaluation committee to evaluate proposals in accordance with the evaluation criteria and make a recommendation to City officials.

2. Technical Competence/Requirements

2.1 Qualifications, capacity and experience to manage complex housing programs (40 points)

- 2.1.1 Past performance in designing and successfully managing a housing program utilizing at least two (2) different sources of funding tied to unique programmatic requirements.
- 2.1.2 Past performance with creating a Program Management operation in at least one disaster recovery situation, where Program Management included, but was not limited to:
 - 2.1.2.1 Coordinating the building of a performance management system to track recovery progress across all activities.
 - 2.1.2.2 Tracking and resolving open questions related to program policy and
 - 2.1.2.3 Maintaining a master program schedule and workplan.
- 2.1.3 Demonstrated experience of writing RFPs and advising government in procurements for housing related services including, but not limited to: Public Services and Real Estate Development, etc. to those needed for disaster recovery.
- 2.1.4 Demonstrated evidence of building financial projections and managing costs for programs with complex programmatic or financial requirements.
- 2.1.5 Ability to maintain a high quality of services responsive to community needs and the capacity to successfully provide sound methodology and understanding of the services required in this RFP.
- 2.1.6 Experience complying with 2 CFR 200 regulations, CDBG regulations from 24 CFR Part 570, and Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. Section 1701u).

2.2 Technical Approach (40 Points)

- 2.2.1 Clear, comprehensive, detailed, and realistic approach to meeting the requirements in Part II, subsection 2.0 Scope of Work section of this RFP.
- 2.2.2 Clear understanding of the requirements for additional tasks of the Master Program Manager.
- 2.2.3 Staffing plan that is commensurate with the work to be done in terms of number and type of staff.
- 2.2.4 Quality of the detailed proposal, including any proposed methodologies, and designs.
- 2.2.5 Comprehensiveness of quality control program.

2.3 Compliance with MWSBE Participation Goal or Demonstrated Good Faith Effort (Pass/Fail)

2.3.1 MWSBE participation 24%, or a demonstrated good faith effort by the Proposer to meet such level of participation.

2.4 Financial Stability of the Proposer (Pass/Fail)

2.4.1 Audited financial statements (in accordance with Financial Accounting Standards Board regulations) for past two years.

3. Fee Schedule Proposal (20 Points)

3.1 THE FEE SCHEDULE PROPOSAL MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE that is clearly marked with the RFP title and solicitation number and the label "Fee Schedule Proposal".

3.2 The Fee Schedule Proposal must include fully burdened rates, with no expenses, for labor categories deemed necessary by the Proposer for a not to exceed proposal amount. Proposer must provide a not to exceed proposal amount based on the labor categories and number of hours required to provide services requested under this RFP. The not to exceed price should clearly and separately state the not to exceed amount for the initial 3-year term, as well as the amount for each of the two one-year renewal options.

3.3 REIMBURSABLE EXPENSES WILL BE PAID AT DOCUMENTED ACTUAL COST.

Note: Any shortlist of Proposers will be based solely on technical qualifications. Price will be considered only after any shortlist is compiled.

PART IV – PROPOSAL REQUIREMENTS

1.0 Cover Letter. Submit a signed cover letter by the Proposer's authorized representative. The cover letter must indicate the Proposer's commitment to provide the services proposed and shall identify all staff members of the team. Define the organizational relationship of team members and projected responsibilities assigned for each.

2.0 Executive Summary. Prepare an executive summary to include a brief overview of the solution proposed, the overall strategy for implementation, and the key personnel responsible for seeing the project through its completion. Include a timeline for implementation and any other requirements, if any, noted in the proposal. Attach a proposed organization chart for the project and describe the proposed strategy for delivering the services set out in this RFP.

3.0 Qualifications of Proposer. Include a brief description of the organization's track record, including history, number of employees, number of years in business, and a list of projects relevant to this RFP. Complete Form-2 for each project. Provide a list of at least (3) references where a similar solution was implemented. Include the name of the contact person, name of the organization, dollar value of the project, physical address, telephone number and e-mail address.

4.0 Qualifications of Key Personnel. Provide chronological resumes of the key personnel that shall be assigned to this project. Submit at least three (3) references of projects where key personnel performed in a similar role as that proposed for this project. Complete Form-2 for each reference, and Form-3 to depict the availability of all key personnel.

- 6.0 M/WSBE Participation. Identify the M/WSBE participation level and the role that each M/WSBE firm shall have in the project. Since M/WSBEs proposed are considered part of the team, the Proposer shall include all relevant information necessary to effectively perform the evaluation of the Proposal as it relates to the Proposal requirements listed in this section.
- 7.0 Financial Stability. Provide the audited financial statements for the past two fiscal years. At a minimum, include the letter of opinion, balance sheet, schedules, and related auditor's notes.
- 8.0 Exceptions to Standard Contract. Submit any Exceptions to the standard contract and include the rationale for taking those exceptions. Provide rationale for objecting to each exception and propose alternate language for City Legal consideration.
- 9.0 Legal Actions. Provide a list of all pending litigation and include a brief description of the reason for legal action.
- 10.0 Conflict of Interest. Provide information regarding any real or potential conflict of interest. Failure to address any potential conflict of interest upfront may be cause for rejection of the Proposal.
- 11.0 Other. Submit any information deemed pertinent to demonstrating Proposer's qualifications to perform the services being requested such as memberships in any professional associations, documents, examples, etc.
- 12.0 Forms and Certifications. Complete all forms and any required certifications attached, where appropriate.
- 13.0 Contract. Submit three (3) originals of the completed and signed contract if no Exceptions are noted.
 - 13.1 Each contract submitted shall bear an original signature and date.
- 14.0 Required Forms with Proposal:
 - 14.1 Offer and Submittal, List of References and List of Proposed Subcontractors (Exhibit I)
 - 14.2 Signed M/WSBE Forms: Attachment "A" Schedule of M/WSBE Participation, Attachment "B," Notice of Intent, Attachment "C," Certified M/WSBE Subcontract Terms, Attachment "D" Office of Business Opportunity and Contract Compliance M/WSBE Utilization Report (Exhibit II)
 - 14.3 Form A: Fair Campaign Ordinance (Exhibit III)
 - 14.4 Affidavit of Ownership or Control (Exhibit IV)
 - 14.5 Anti-Collusion Statement (Exhibit V)
 - 14.6 Conflict of Interest Questionnaire (Exhibit VI)
 - 14.7 Certification Regarding Debarment, Suspension, And Other Responsibility Matters (Exhibit VII)

PART V – SUBMISSION OF PROPOSAL

1.0 Instructions for Submission

- 1.1 Number of Copies. Submit **ten (10)** copies of your Proposal, one **(1)** printed original signed in BLUE ink, and an additional **ten (10)** electronic thumb drives submitted in a sealed envelope bearing the assigned solicitation number located on the first page of this RFP solicitation document to:

Office of the Chief Procurement Officer
1100 Louisiana, 34th floor
Houston, Texas 77002

Submit **one (1) printed copy of the Fee Schedule Proposal in a separate single sealed envelope** bearing the assigned solicitation number (located on the first page of this RFP document) and clearly identifying to content as Fee Schedule Proposal to the location provided above.

- 1.1.2 The City of Houston shall bear no responsibility for submitting responses on behalf of any Proposer.
- 1.2 Time for Proposal. Proposals shall be submitted no later than the date and time indicated for Proposal on Page 1 of the RFP. Late submittals shall not be considered and shall be returned, unopened.
- 1.3 Format. Proposal shall be left-bound with information presented on double-sided pages. Material shall be organized to mirror the sequential order of the Proposal requirements and separated by labeled tabs. Expensive paper and binders are discouraged since submitted materials shall not be returned.
- 1.4 Complete Proposal. Proposers shall carefully review all requirements and submit all documents and information as instructed within this RFP. Incomplete Proposals may result in Proposals being deemed non-responsive and may not be considered for further evaluation.
- 1.5 Packaging and Labeling. Proposer's package shall clearly indicate name of Proposer, title and number of RFP, and a due date and time for Proposal deadline. All listed Proposal requirements shall be included within the submitted response.
- 1.6 Timely Delivery of Proposals. The Proposer's Proposal with their signed Offer and Submittal Form shall be delivered by hand or to the address shown on the cover sheet of this RFP. (Include the RFP number on all packages delivered.) If using an express delivery service, the Proposer's package shall be delivered to the designated address listed on page seven (7). Packages delivered by express mail services to other off-site City mailroom locations may not be re-delivered on time to be considered for further consideration.
- 1.7 Late Proposals. The Proposer is responsible for ensuring that its Proposal is received at the time, date, place, and office specified within the RFP. The City assumes no responsibility for any Proposal not received, regardless of whether the delay is caused by the U.S. Postal Service, a courier delivery service, or by some other act or circumstance.

PART VI – SPECIAL CONDITIONS

1.0 No-Contact Period

- 1.1 Neither Proposer(s) nor any person acting on Proposer(s)'s behalf shall attempt to influence the outcome of the award by the offer, presentation or promise of gratuities, favors, or anything of value to any appointed or elected official or employee of the City of Houston, their designees, contract staff, families or staff members. All inquiries regarding the solicitation are to be directed to the designated City Representative identified on the first page of the solicitation. Upon issuance of the solicitation through

the pre-award phase and up to the date the City Secretary publicly posts notice of any City Council agenda containing the applicable award, aside from bidder's formal response to the solicitation, through the pre-award phase, written requests for clarification during the period officially designated for such purpose by the City Representative, neither Proposer(s) nor persons acting on their behalf shall communicate with any appointed or elected official or employee of the City of Houston, their designees, contract staff, families or staff through written or oral means in an attempt to persuade or influence the outcome of the award or to obtain or deliver information intended to or which could reasonably result in an advantage to any bidder. However, nothing in this paragraph shall prevent a bidder from making public statements to the City Council convened for a regularly scheduled session after the official selection has been made and placed on the City Council agenda for action, or to a City Council committee convened to discuss a recommendation regarding the solicitation.

2.0 Equal Opportunity Employment

- 2.1 The City of Houston Ordinance Section 15-17 establishes Equal Employment Opportunity Contract Compliance requirements for all City of Houston contracts involving the expenditure of Fifty Thousand Dollars (\$50,000) or more. Any contract for professional services that results from this RFP will provide that the failure to carry out the requirements set forth in the City of Houston Equal Employment Opportunity Program shall constitute a breach of contract and may result in termination of the agreement or contract. In addition, the City may take any such additional remedy as deemed appropriate.

3.0 Minority and Woman Small Business Enterprises (M/WSBE)

- 3.1 Contractor shall comply with the City's Minority and Women Small Business Enterprise ("MWSBE") programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances. Contractor shall make good faith efforts to award subcontracts or supply agreements in at least the value stated in this Agreement to MWSBE's. Contractor acknowledges that it has reviewed the requirements for good faith efforts on file with the City's Office of Business Opportunity (OBO) and shall comply with them.
- 3.2 Selected Firm(s) must also adhere to and comply with 2 C.F.R. Section 200.321 if subcontracts are to be let under this agreement. Selected Firm(s), if subcontracts are to be let, are required to take the following affirmative steps to ensure that, whenever possible, subcontracts are awarded to small business firms, minority business firms, women's business enterprises, and labor surplus area firms pursuant to 2 C.F.R. Section 200.321. Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section. Selected Firm(s) should clearly document the communication and outreach to the certified business. Documentation may include mail logs, phone logs, or similar records documenting the use of the above identified sources of information about MWSBE firms, the efforts to contact them, and other efforts to meet the above requirements.

4.0 HUD's Section 3 Program

- 4.1 Section 3: HUD's Section 3 program requires that recipients of HUD CDBG funds, such as the City, to the greatest extent possible, provide job training, employment, and contract opportunities for low- or very-low income residents in connection with projects and activities in their neighborhoods. This requirement is a flow-down to all firms contracted to the City and will be included in the Project Documents.
- 4.2 The work to be performed under this Agreement is on a project assisted under a program providing federal financial assistance from the Department of Housing and Urban Development (HUD). Section 3 of the Housing and Urban Development Act of 1968, as amended, (12 U.S.C. 1701u, "Section 3") and implementing regulations at 24 CFR Part 135 apply to the Agreement. Under Section 3, to the greatest extent feasible, for any contract award in excess of \$100,000, the Contractor shall give opportunities for training and employment to lower-income residents of the City and shall award contracts for work in connection with the project to business concerns which are located in or owned in substantial part by persons residing in the City.
- 4.3 The Contractor will comply with the provisions of Section 3, and all applicable rules and orders of HUD issued thereunder prior to the execution of the Agreement. The Contractor certifies and agrees that there is no contractual or other disability which would prevent compliance with these requirements.
- 4.4 The Contractor shall send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising the labor organization or workers' representative of the commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- 4.5 The Contractor will include or have included a Section 3 clause in every subcontract for work in connection with the project. The Contractor shall, at the direction of the City, take appropriate action pursuant to any subcontract upon a finding that the subcontractor is in violation of this Section 3 clause. The Contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135. The Contractor shall not let any subcontract unless the subcontractor has provided the Contractor with a preliminary statement of ability to comply with the requirements of this Section 3 clause.
- 4.6 Compliance with the provisions of Section 3, and all applicable rules and orders of HUD issued thereunder prior to the execution of this Agreement shall be a condition of the federal financial assistance provided to the project. These provisions are binding upon the City, its contractors and subcontractors, their successors and assigns. Failure to fulfill these requirements shall subject the City, its contractors and subcontractors, their successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided.
- 4.7 The Contractor shall have completed, signed and delivered a Voluntary Compliance Form (provided by the City) to the Director prior to the execution of this Agreement.

5.0 Protests

Protests should be filed in accordance with the City of Houston Administrative Policy (A.P. No. 5 - 12) http://www.houstontx.gov/policies/administrative_policies.html.

6.0 Cancellation

The City has sole discretion and reserves the right to cancel this RFP, or to reject any or all Proposals received prior to contract award.

7.0 Anti-Boycott of Israel

City vendors are required to certify that they are not currently engaged in and agree until the funds are exhausted under its contract with the City not to engage in, the boycott of Israel as defined by Section 808.001 of the Texas Government Code.

8.0 Executive Order 1-56 Zero Tolerance for Human Trafficking in City Service Contracts and Purchasing

The City has a zero tolerance for human trafficking and, per Executive Order 1-56, City funds shall not be used to promote human trafficking. City vendors are expected to comply with this Executive Order and notify the City's Chief Procurement Officer of any information regarding possible violation by the vendor or its subcontractors providing services or goods to the City. The Executive Order is available on the City's website: <http://www.houstontx.gov/execorders/1-56.pdf>

PART VII – INSTRUCTIONS TO PROPOSERS

1.0 Pre-Proposal Conference

1.1 Pre-Proposal Conference shall be held at the date, time, and location as indicated on the first page of the RFP document. Interested Proposer(s) should plan to attend. It will be assumed that potential Proposer(s) attending this meeting have reviewed the RFP in detail and are prepared to bring up any substantive questions not already addressed by the City.

2.0 Additional Information and Specification Changes

2.1 Requests for additional information and questions shall be addressed to the Finance Department, Strategic Procurement Division, Division Manager, Bridget Cormier, telephone: (832) 393-8715, fax: (832) 393-8759, or e-mail (preferred method to): bridget.cormier@houstontxg.gov no later than 2:00 PM, CST January 17, 2019. The City of Houston shall provide written responses to all questions received in writing before the submittal deadline. Questions received from all Proposer(s) shall be answered and sent to all Proposer(s) who are listed as having obtained the RFP. Proposer(s) shall be notified in writing of any changes in the specifications contained in this RFP.

3.0 Letter(s) of Clarification

- 3.1 All Letters of Clarification and interpretations to this Solicitation shall be in writing. Any Letter of Clarification(s) or interpretation that is not in writing shall not legally bind the City of Houston. Only information supplied by the City of Houston in writing or in this RFP should be used in preparing Proposal responses.
- 3.2 The City does not assume responsibility for the receipt of any Letters of Clarification sent to Proposer(s).

4.0 Examination of Documents and Requirements

- 4.1 Each Proposer shall carefully examine all RFP documents and thoroughly familiarize themselves with all requirements prior to submitting a Proposal to ensure that the Proposal meets the intent of this RFP.
- 4.2 Before submitting a Proposal, each Proposer shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and affecting the requirements of this RFP. Failure to make such investigations and examinations shall not relieve the Proposer from obligation to comply, in every detail, with all provisions and requirements of the RFP.

5.0. Exceptions to Terms and Conditions

- 5.1 All Exceptions included with the Proposal shall be submitted in a clearly identified separate Section of the Proposal in which the Proposer clearly cites the specific paragraphs within the RFP where the Exceptions occur. Any Exceptions not included in such a section shall be without force and effect in any resulting contract unless such Exception is specifically referenced by the Chief Procurement Officer or designee, City Attorney, Director(s) or designee in a written statement. The Proposer's preprinted or standard terms will not be considered by the City as a part of any resulting contract.
- 5.2 All Exceptions that are contained in the Proposal may negatively affect the City's Proposal evaluation based on the evaluation criteria as stated in the RFP, or result in possible rejection of Proposal.

6.0. Post-Proposal Discussions with Proposer

- 6.1 It is the City's intent to commence final negotiation with the Proposer deemed most advantageous to the City. The City reserves the right to conduct post-Proposal discussions with any Proposer(s).

PART VIII – REQUIRED FORMS TO BE SUBMITTED BY RECOMMENDED VENDOR ONLY

Required forms (Exhibit VIII) shall be supplied to the Contractor after the award recommendation:

- A. Insurance Requirements and Sample Insurance Certificate
- B. Drug Compliance Agreement Attachment "A," Drug Policy Compliance Declaration Attachment "B," and Contractor's Certification of No Safety Impact Positions Attachment "C" and "D" (Exhibit VIII)
- C. City Contractors' Pay or Play Acknowledgement Form (POP-1)

<http://www.houstontx.gov/obo/payorplay/pop1.pdf> and Pay or Play Certificate of Compliance (POP-2) <http://www.houstontx.gov/obo/payorplay/pop2.pdf>

- D. Requested information outlined in the scope of work and other additional relevant/supporting information, or alternate Proposal.
- E. Texas Ethics Commission, Certificate of Interested Parties (Form 1295). Download a copy at <https://www.ethics.state.tx.us/tec/1295-Info.htm>.
- F. Anti-Lobbying Certification

EXHIBIT I
OFFER AND SUBMITTAL, REFERENCES, PROPOSED SUBCONTRACTORS

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**EXHIBIT I-A
OFFER AND SUBMITTAL**

NOTE: PROPOSAL MUST BE SIGNED AND NOTARIZED BY AN AUTHORIZED REPRESENTATIVE(S) OF THE PROPOSER, WHICH MUST BE THE ACTUAL LEGAL ENTITY THAT WILL PERFORM THE CONTRACT IF AWARDED AND THE TOTAL FIXED PRICE CONTAINED THEREIN SHALL REMAIN FIRM FOR A PERIOD OF ONE-HUNDRED EIGHTY (180) DAYS.

"THE PROPOSER WARRANTS THAT NO PERSON OR SELLING AGENCY HAS BEEN EMPLOYED OR RETAINED TO SOLICIT OR SECURE THIS CONTRACT UPON AN AGREEMENT OR UNDERSTANDING FOR A COMMISSION, PERCENTAGE, BROKERAGE, OR CONTINGENT FEE, EXCEPTING BONA FIDE EMPLOYEES. FOR BREACH OR VIOLATION OF THIS WARRANTY, THE CITY SHALL HAVE THE RIGHT TO ANNUL THIS AGREEMENT WITHOUT LIABILITY OR, AT ITS DISCRETION, TO DEDUCT FROM THE CONTRACT PRICES OR CONSIDERATION, OR OTHERWISE RECOVER THE FULL AMOUNT OF SUCH COMMISSION, PERCENTAGE, BROKERAGE OR CONTINGENT FEE."

Respectfully Submitted:

(Print or Type Name of Contractor – Full Company Name)

City of Houston Vendor No. (If already doing business with City):

Federal Identification Number:

By: _____
(Signature of Authorized Officer or Agent)

Printed Name: _____

Title: _____

Date: _____

Address of Contractor: _____
Street Address or P.O. Box

City – State – Zip Code

Telephone No. of Contractor: (_____) _____

Signature, Name and title of Affiant: _____

(Notary Public in and for)

_____ County, Texas

My Commission Expires: _____ day of _____ 20_____

**EXHIBIT I-B
REFERENCES
LIST OF PREVIOUS CUSTOMERS**

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

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

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

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

**EXHIBIT II
ATTACHMENT "A"
SCHEDULE OF M/WSBE PARTICIPATION**

Date:	
Bid Number:	
Formal Bid Title:	

Name of Certified MWSBE Subcontractor	Street Address, City, State, Zip Code, Tel # & Email	Certification Type {✓}		NAICS Code (6 Digits)	Description of Work (Scope of Work)	% of Participation
		MBE	WSBE			

TOTAL	\$
MWSBE PARTICIPATION	\$
TOTAL BID AMOUNT	\$

**MWSBE PARTICIPATION PLAN
GOOD FAITH EFFORTS**

If you have exhausted your best efforts to comply with the City's MWSBE Policy by seeking subcontracts and supply agreements with certified minority and women business enterprises yet failed to meet the MWSBE contract goal of this bid document, list below your good faith efforts to demonstrate compliance. For more information, please review the Good Faith Efforts Policy, which can be found on the OBO website at www.houstontx.gov/obo.

****All firms listed above must be certified by the Office of Business Opportunity at the time of bid submission. This schedule of MWSBE participation must be returned with the bid form.**

The undersigned will enter into a formal subcontracting agreement with the MWSBEs and suppliers listed on this participation plan upon award of a contract from the City.

Bidder Company Name

Signature of Authorized Officer/Agent/Bidder & Title

Print or Typed Name of Authorized Officer/Agent/Bidder & Title

Date

**EXHIBIT II
ATTACHMENT "B"
OFFICE OF BUSINESS OPPORTUNITY AND
CONTRACT COMPLIANCE M/WSBE UTILIZATION REPORT

NOTICE OF INTENT**

THIS AGREEMENT IS SUBJECT TO MEDIATION AND CAN BE INITIATED BY THE COMPANIES SIGNED BELOW OR THE OFFICE OF BUSINESS OPPORTUNITY.

To: City of Houston
Administering Department

Date: _____

Project Name and Number _____

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

_____, agrees to enter into a contractual agreement with
Prime Contractor

_____, who will provide the following goods/services in connection
MWSBE Subcontractor

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 Office of Business
(M/W/SBE Subcontractor) Opportunity to function in the aforementioned capacity.

_____ Intend to
Prime Contractor M/W/SBE Subcontractor

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/SBE Subcontractor)

Printed Signature

Printed Signature

Title Date

Title Date

**EXHIBIT II
ATTACHMENT "C"
CERTIFIED M/WSBE SUBCONTRACT TERMS**

CITY OF HOUSTON CERTIFIED MWSBE SUBCONTRACT TERMS

Contractor shall ensure that all subcontracts with M/WSBE subcontractors and suppliers are clearly labeled **"THIS CONTRACT IS SUBJECT TO MEDIATION"** and contain the following terms:

1. _____(M/WSBE 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 Director ("the Director").
2. _____(M/WSBE 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.

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/SBE program of the United States Environmental Protection Agency or the United States Department of Transportation; and which the City Chief Procurement Officer or designee has determined to have significant MWSBE subcontracting potential in fields which there are an adequate number of known MBEs , WBE's, and or SBE's (if applicable) to compete for City contracts.

The MWSBE 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 Office of Business Opportunity Division at 832.393.0600, 611 Walker Street, 7th Floor, Houston, Texas 77002.

**EXHIBIT II
ATTACHMENT "D"
OFFICE OF BUSINESS OPPORTUNITY AND
CONTRACT COMPLIANCE M/WSBE UTILIZATION REPORT**

Report Period: _____

PROJECT NAME & NUMBER: _____

AWARD DATE: _____

PRIME CONTRACTOR: _____

CONTRACT NO.: _____

ADDRESS: _____

CONTRACT AMOUNT: _____

LIAISON/PHONE NO.: _____

M/WSBE GOAL: _____

M/WSBE SUB/VENDOR NAME	DATE OF OBO CERTIFICATION	DATE OF SUBCONTRACT	SUBCONTRACT AMOUNT	% OF TOTAL CONTRACT	AMOUNT PAID TO DATE	% OF CONTRACT TO DATE

<p>Use additional pages if needed. Submit by the 15th day of the following month. Provide support documentation on all revenues paid to end of the report period to: M/WSBE's to reflect up/down variances on Contract amount.</p>	<p>Office of Business Opportunity ATTN: Carlecia Wright 713-837-9000 611 Walker, 7th Floor Houston, Texas 77002</p>
--	--

The City of Houston Fair Campaign Ordinance makes it unlawful for a Contractor to offer any contribution to a candidate for City elective office (including elected officers and officers-elect). All respondents to this invitation to bid must comply with Houston Code of Ordinances Chapter 18 as

amended relating to the contribution and solicitation of funds for election campaigns. Provisions of this ordinance are provided in part in the paragraphs that follow. Complete copies may be obtained from the office of the City Secretary.

Candidates for city office may neither solicit nor receive contributions except during a period commencing 270 calendar days prior to an election date for which a person is a candidate for such office and ending 90 calendar days after the election date, including run-off elections if such candidate is on the ballot.

Further, it shall be unlawful either for any person who submits a Bid or Proposal to contribute or offer any contribution to a candidate or for any candidate to solicit or accept any contribution from such person for a period commencing at the time of posting of the City Council Meeting Agenda including an item for the award of the Contract and ending upon the 30th day after the award of the Contract by City Council.

For the purposes of this Ordinance, a **Contract** is defined as each Contract having a value in excess of \$30,000 that is let by the City for professional services, personal services, or other goods or services of any other nature whether the Contract is awarded on a negotiated basis, request for Proposal basis, competitive Proposal basis or formal sealed competitive Bids. The term **Contractor** includes proprietors of proprietorships, partners having an equity interest of 10% or more of partnerships, (including limited liability partnerships and companies), all officers and directors of corporations (including limited liability corporations), and all holders of 10% or more of the outstanding shares of corporations.

A STATEMENT DISCLOSING THE NAMES AND BUSINESS ADDRESSES EACH OF THOSE PERSONS WILL BE REQUIRED TO BE SUBMITTED WITH EACH BID OR PROPOSAL FOR A CITY CONTRACT. Completion of the attached form entitled "**Contractor Proposal List**" will satisfy this requirement. Failure to provide this information may be just cause for rejection of your Bid or Proposal.

**CONTRACTOR PROPOSAL LIST
CITY OF HOUSTON FAIR CAMPAIGN ORDINANCE**

By submitting a bid or proposal to the City of Houston for a Contract in excess of \$50,000 or for which a request is presented to City Council for approval, all respondents agree to comply with Chapter 18 of the Code of Ordinances.

Pursuant to Section 18-36 of the Code of Ordinances, it is unlawful either for any contractor to contribute or offer any contribution to a candidate, or for any candidate to solicit or accept any contribution from a contractor for a period commencing at the time of posting of the City Council Meeting Agenda including an item for the award of the Contract and ending upon the 30th day after the award of the Contract by City Council, or a determination by City Council of the Mayor that the contract will not be awarded to a contractor.

The term "contractor" means any person who has received the award of a contract, has submitted a bid or proposal in any form for the award of a contract, or has been proposed to be awarded the contract in an item placed upon the City Council agenda, including any other person who seeks the award of the contract and is contesting, appealing, or protesting the award of the contract as proposed.

This list is submitted under the provisions of Section 18-36(b) of the City of Houston Code of Ordinances in connection with the attached Bid/Proposal of:

Firm or Company Name: _____

Firm or Company Address: _____

The firm/company is organized as indicated below. Check one as applicable and attach additional pages if needed to supply the required names and addresses.

SOLE PROPRIETOR

Name _____
Proprietor Address

A PARTNERSHIP

LIST EACH PARTNER HAVING EQUITY INTEREST OF 10% OR MORE OF PARTNERSHIP
(IF NONE STATE "NONE")

Name _____
Partner Address

Name _____
Partner Address

A LIMITED LIABILITY COMPANY

LIST EACH MEMBER OR MANAGER (IF NO MEMBERS) HAVING EQUITY INTEREST OF 10% OR MORE IN THE LIMITED LIABILITY COMPANY (IF NONE, STATE "NONE")

Name _____
Member/Manager Address

Name _____
Member/Manager Address

Name _____
Member/Manager Address

[] A CORPORATION

LIST ALL DIRECTORS OF THE CORPORATION (IF NONE STATE "NONE")

Name _____
Director Address

Name _____
Director Address

Name _____
Director Address

LIST ALL OFFICERS OF THE CORPORATION (IF NONE STATE "NONE")

Name _____
Officer Address

Name _____
Officer Address

Name _____
Officer Address

LIST ALL INDIVIDUALS OWNING 10% OR MORE OF OUTSTANDING SHARES OF STOCK OF THE CORPORATION (IF NONE STATE "NONE")

Name _____
Owner Address

Name _____
Owner Address

Name _____
Owner Address

I certify that I am duly authorized to submit this list on behalf of the firm, that I am associated with the firm in the capacity noted below, and that I have knowledge of the accuracy of the information provided herein.

Signature

Printed Name

Title

Note: This list constitutes a government record as defined by § 37.01 of the Texas Penal Code.

12/15/2016

City Council requires knowledge of the identities of the owners of entities seeking to Contract with the City in order to review their indebtedness to the City prior to entering Contracts. Therefore, all respondents to this Invitation to Bid must comply with Houston Code of Ordinances Chapter 15, as amended (Sections 15-122 through 15-126) relating to the disclosure of owners of entities bidding on, proposing for or receiving City contracts. Provisions of this ordinance are provided in part in the paragraphs that follow. Complete copies may be obtained from the office of the City Secretary.

Contracting entity means a sole proprietorship, corporation, non-profit corporation, partnership, joint venture, limited liability company, or other entity that seeks to enter into a contract requiring approval by the Council but excluding governmental entities.

A contracting entity must submit at the time of its Bid or Proposal, an affidavit listing the full names and the business and residence addresses of all persons owning five percent or more of a contracting entity or, where a contracting entity is a non-profit corporation, the full names and the business and residence addresses of all officers of the non-profit corporation.

Completion of the "**Affidavit of Ownership or Control**," included herein, and submitted with the Official Bid or Proposal Form will satisfy this requirement. Failure to provide this information may be just cause for rejection of your Bid or Proposal.

BOXES FOR ANY ADDRESS. INCLUSION OF E-MAIL ADDRESSES IS OPTIONAL, BUT RECOMMENDED. ATTACH ADDITIONAL SHEETS AS NEEDED.]

Contracting Entity

Name: _____

Business Address **[NO./STREET]** _____

[CITY/STATE/ZIP CODE] _____

Telephone Number (_____) _____

Email Address **[OPTIONAL]** _____

Residence Address **[NO./STREET]** _____

[CITY/STATE/ZIP CODE] _____

Telephone Number (_____) _____

Email Address **[OPTIONAL]** _____

10% Owner(s) or More (IF NONE, STATE "NONE.")

Name: _____

Business Address **[NO./STREET]** _____

[CITY/STATE/ZIP CODE] _____

Telephone Number (_____) _____

Email Address **[OPTIONAL]** _____

Residence Address **[NO./STREET]** _____

[CITY/STATE/ZIP CODE] _____

Telephone Number (_____) _____

Email Address **[OPTIONAL]** _____

7. Optional Information

Contracting Entity and/or _____ [**NAME OF OWNER OR NON-PROFIT OFFICER**] is actively protesting, challenging or appealing the accuracy and/or amount of taxes levied against _____ [**CONTRACTING ENTITY, OWNER OR NON-PROFIT OFFICER**] as follows:

Name of Debtor: _____

Tax Account Nos. _____

Case or File Nos. _____

Attorney/Agent Name _____

Attorney/Agent Phone No. (____) _____

Tax Years _____

Status of Appeal [**DESCRIBE**] _____

Affiant certifies that he or she is duly authorized to submit the above information on behalf of the Contracting Entity, that Affiant is associated with the Contracting Entity in the capacity noted above and has personal knowledge of the accuracy of the information provided herein, and that the information provided herein is true and correct to the best of Affiant's knowledge and belief.

Affiant

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20____.

(Seal)

Notary Public

NOTE:

This affidavit constitutes a **government record** as defined by Section 37.01 of the Texas Penal Code. Proposal of a false government record is punishable as provided in Section 37.10 of the Texas Penal Code. Attach additional pages if needed to supply the required names and addresses.

Anti-Collusion Statement

The undersigned, as **Proposer**, certifies that the only person or parties interested in this Response as principals are those named herein; that the Proposer has not, either directly or indirectly entered into any Agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the award of this Contract.

Date

Proposer Signature

CONFLICT OF INTEREST QUESTIONNAIRE:

Chapter 176.006 of the Local Government Code (“the code”) requires a Vendor/Contractor to file a Conflict of Interest Questionnaire (CIQ) with the City.

NOTE: Vendors/Contractors or Agents should **not** complete the CIQ if a conflict, as described below, **does not exist. Only Vendors/Contractors or Agents that actually have a conflict, as described below, must file a CIQ.**

Who must file a CIQ?

A Vendor/Contractor or Agent of a Vendor/Contractor does not have to file a CIQ unless they intend to enter or is considering entering into a contract with the City or:

1. has an employment or other business relationship with the Local Government Officer/Family Member; or
2. has given the Local Government Officer/Family Member one or more gifts with the aggregate value exceeding \$250.00.

When must the Vendor/Contractor or Agent file a CIQ?

The completed CIQ must be filed with the City Chief Procurement Officer not later than the 7th business day after the date the Vendor/Contractor or Agent:

1. begins discussions or negotiations to enter into a contract with the City;
2. submits an application to the City in response to a request for Request for Qualifications, correspondence, or any other writing related to a potential contract with the City;
3. becomes aware of an employment or other business relations with the Local Government Officer/Family Member;
4. becomes aware that he/she has given one or more gifts to the Local Government Officer/Family Member that exceeds \$250.00; or
5. an event that would make the CIQ incomplete or inaccurate.

What is a business relationship?

Under Chapter 176, business relationship means a connection between two or more parties based on the commercial activity of one of the parties. The term does not include:

1. a transaction that is subject to a rate or fee regulation by a governmental entity;
2. a transaction conducted at a price and subject to terms available to the public; or
3. a purchase or lease of goods or services from a person who is chartered by a state or federal agency and is subject to regular examination and reporting to that agency.

The Conflict of Interest Questionnaire is available for downloading from the Texas Ethics Commission’s website at <http://www.ethics.state.tx.us/forms/CIQ.pdf>.

The Original Conflict of Interest Questionnaire shall be filed with the Administration and Regulatory Affairs Department’s Record Administration (City Chief Procurement Officer, 901 Bagby, Concourse Level, Houston, Texas 77002). Vendors and Contractors required to file shall include a copy of the form as part of the Request for Qualifications package. **Any questions about filling out this form should be directed to your attorney.**

**EXHIBIT VI
CONFLICT OF INTEREST QUESTIONNAIRE**

<p>CONFLICT OF INTEREST QUESTIONNAIRE</p> <p>For vendor or other person doing business with local governmental entity</p>	<p>FORM CIQ</p>
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<p>OFFICE USE ONLY</p>
<p>1 Name of person who has a business relationship with local governmental entity.</p> 	<p>Date Received</p>
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p>3 Name of local government officer with whom filer has employment or business relationship.</p> <p align="center">_____</p> <p align="center">Name of Officer</p> <p>This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>	
<p>4</p> <p align="center">_____</p> <p align="center">Signature of person doing business with the governmental entity</p> <p align="right">_____</p> <p align="right">Date</p>	

EXHIBIT VII

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS - LOWER-TIER COVERED TRANSACTIONS

This Agreement is a covered transaction for purposes of the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 3000 (Non- procurement Debarment and Suspension). As such, Vendor is required to confirm that none of the Vendor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the Vendor (referred to herein as the "prospective lower tier participant") is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information

of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AN VOLUNTARY
EXCLUSION—LOWER TIER COVERED TRANSACTIONS

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.