



CITY OF HOUSTON

REQUEST FOR PROPOSALS (RFP)
ON-CALL PLANNING SERVICES
SOLICITATION NO.: S36-T29220

Date Issued: July 24, 2020

Pre-Proposal Conference: August 4, 2020 @ 10:00 A.M., DST
Microsoft Teams Meeting
[Join Microsoft Teams Meeting](#)
[+1 936-755-1521](#) United States, Huntsville (Toll)
Conference ID: 883 333 423#

**Pre-Proposal Questions
Deadline:** August 7, 2020 @ 2:00 P. M., DST

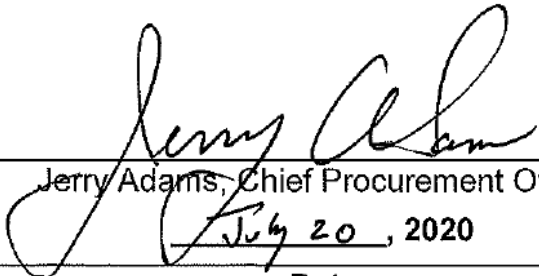
Solicitation Due Date: September 10, 2020 @ 4:00 P.M., DST

Solicitation Contact Person: Valerie Player-Kaufman
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832-393-8749

Project Summary: This RFP is for one or more on-call planning services in connection with various City sponsored projects and plans to be specified by the City on an on-call, as needed, basis. This procurement is for a three (3) year contract with two (2) one-year options to renew annually, for a maximum five-year contract term for on-call planning services for the Housing and Community Development Department.

NIGP Code: 906-64; 906-66; 926-72; 918-92

MWBE Goal: 24%



Jerry Adams, Chief Procurement Officer

July 20, 2020

Date

TABLE OF CONTENTS

PART I – GENERAL INFORMATION.....4

- 1.0 General Information.....4
- 2.0 City of Houston Housing and Community Development Background.....4
- 3.0 Solicitation Schedule4

PART II – SCOPE OF WORK / TECHNICAL SPECIFICATIONS.....4

- 1.0 Purpose.....5
- 2.0 Background.....5
- 3.0 Scope of Work5
- 4.0 Meetings12
- 5.0 Exhibits12

PART III – EVALUATION AND SELECTION PROCESS.....12

- 1.0 Evaluation Committee12
- 2.0 Interviews/Oral Presentations/ Demonstrations12
- 3.0 Selection Process12
- 4.0 Best and Final Offer (“BAFO”)12
- 5.0 Evaluation Criteria12
- 6.0 Additional Related Services.....13
- 7.0 Invoicing15

PART IV – SUBMISSION OF PROPOSAL.....15

- 1.0 Instructions for Submission15
- 2.0 Submission Requirements.....17

PART V – EXCEPTIONS TO TERMS AND CONDITIONS19

PART VI – SPECIAL CONDITIONS.....19

- 1.0 No Contact Period19
- 2.0 Equal Opportunity Employment.....20
- 3.0 Minority and Woman Business Enterprises (M/WBE)20
- 4.0 Protests.....20
- 5.0 Cancellation21
- 6.0 Anti-Boycott of Israel.....21
- 7.0 Executive Order 1-56 Zero Tolerance for Human Trafficking in City Service Contracts and Purchasing.....21
- 8.0 Preservation of Contracting Information.....21

PART VII – INSTRUCTIONS TO PROPOSERS21

- 1.0 Pre-Proposal Conference...21
- 2.0 Additional Information and Specification Changes22
- 3.0 Letter(s) of Clarification.....22
- 4.0 Examination of Documents and Requirements22
- 5.0 Post-Proposal Discussions with Proposer(s).....22

PART VIII – REQUIRED FORMS TO BE SUBMITTED WITH PROPOSAL22

PART IX – REQUIRED FORMS TO BE SUBMITTED BY RECOMMENDED VENDOR ONLY23

PART I – GENERAL INFORMATION

1.0 General Information

The City of Houston (“City”) is currently seeking proposals from capable contractor(s) related to housing and community development. The City is seeking proposals from contractors to be available on an on-call basis over the next three to four years. “On-call” means that the City’s Housing and Community Development Department will periodically issue task orders for work related to projects, plans, and studies to support the Department’s mission. Contractors are encouraged to apply for one or more categories in their area of expertise so that they can be available when task orders are issued.

The City may enter into one or more contracts for these services with qualified Proposers to assist the City with the aforementioned initiative.

2.0 City of Houston Housing and Community Development Background

The City of Houston’s Housing and Community Development Department (HCDD) envisions a City where everyone has a home they can afford, in a community where they can thrive. HCDD makes investments that serve Houstonians’ housing needs and builds a more equitable city by creating safe, resilient homes and vibrant, healthy communities. HCDD administers over \$1 billion in various federal, state and local programs.

3.0 Solicitation Schedule

Listed below are the important dates for this Request for Proposals (RFP).

<u>EVENT</u>	<u>DATE</u>
Date of RFP Issued	July 24, 2020
Pre-Proposal Conference	August 4, 2020
Questions from Proposers Due to City	August 7, 2020
Proposals Due from Proposers	September 10, 2020
Notification of Intent to Award (<i>Estimated</i>)	October 8, 2020
Council Agenda Date (<i>Estimated</i>)	November 17, 2020
Contract Start Date (<i>Estimated</i>)	Countersignature Date

PART II – SCOPE OF WORK

1.0 PURPOSE

The City seeks proposals from capable firms to provide on-call planning services in the areas of: (1) urban planning services; (2) public facilitation and engagement; (3) urban design; (4) market and financial feasibility analysis; (5) sustainability and resiliency; and (6) planning graphics and media. **No Architecture or Engineering Services (“A/E Services”) are sought under this solicitation, and any contract resulting from the solicitation shall not contain A/E Services.**

The City is soliciting proposals now to prepare for future work in these areas. Interested contractors are encouraged to submit their proposals for either a single area of expertise or in several areas. The purpose of this procurement is to establish relationships with a diverse range of contractors that can support the Department’s work. When the City needs a service in the future, it will issue a Task Order to the pool of selected contractors in the relevant Category(ies) of Service. Contractors will respond with a scope and cost estimate, and the City will select a firm to complete the Task from the pool.

The selected contractors will execute individual, Time and Materials contracts with the City, which may require additional documentation to substantiate costs for each Task Order. The contract and each individual task order will be subject to a not to exceed amount which the awarded firm exceeds at its own risk.

2.0 BACKGROUND

The contract specific work conducted under this procurement will help the City meet the needs of Houstonians through strategic housing and community development program planning that helps develop resilient communities and promote equitable development and growth. The City's strategic planning documents include *Resilient Houston*, disaster recovery Action Plans, and consolidated planning documents (<https://www.houstontx.gov/mayor/chief-resilience-officer.html>).

3.0 SCOPE OF WORK

3.1 General Services: All services shall be performed under a Task Order.

3.1.1 The performance of all services shall be governed by a Task Order.

3.1.2 Costs will be reimbursed by the Housing and Community Development Department (HCDD) for items included on the Task Order and approved budget, with sufficient back-up documentation as determined in the sole discretion of the City and as allowable by the Contract and the Community Development Block Grant, Community Development Block Grant-Disaster Recovery [PD-L1] [IM-H2] and other Federal and local regulations, including without limitation [24 C.F.R. Part 570](#) and [2 CFR Part 200](#).

3.1.3 On-call planning assignments shall include, but are not limited to, the following:

3.2 Staffing

3.2.1 **Personnel.** The Contractor shall, at its own expense, employ all personnel and retain all Subcontractors (including the subcontractor on the Contractor Team, if any) as may be required to perform the services, and shall be solely responsible for their work, compensation, direction and conduct during the term of the Contract. The Contractor and its Subcontractors will be expected to cooperate fully with HCDD personnel. The Proposer, if selected, will be expected to use substantially the same personnel and Subcontractors described in the proposal to perform the services. All personnel furnished by the Contractor, as required under the Contract, shall be employees or approved Subcontractors of the Contractor and not of the City.

3.2.2 **Subcontractors.** Contractors may enter into subcontracts for specialized services as required for provision of the services. If the Contractor enters into subcontracts that are not identified in the Contract, authorization shall be subject to the prior written approval by HCDD of the Subcontractor, the scope of services, compensation, and the staff member responsible for supervising the performance of the Subcontractor's activities. The Contractor, and not HCDD, will be responsible for the Subcontractor's work, acts and omissions.

3.2.3 **Project Manager.** In its proposal, the Proposer shall identify the member of the Proposer's staff who will have primary responsibility to perform and/or supervise and coordinate the provision of the services.

3.2.4 **The Contractor Team:** It is anticipated that the Contractor will lead a team of both members of the Contractor's staff and/or the Contractor's subcontractors in providing the services. Depending on categories selected by the Contractor, the team may include, without limitation, the following:

- 3.2.4.1 Data Scientist
- 3.2.4.2 Economic Analyst
- 3.2.4.3 Market Analyst
- 3.2.4.4 Research Analyst
- 3.2.4.5 Sustainability Specialist
- 3.2.4.6 Transportation Planner (non-A/E Services)
- 3.2.4.7 Urban Designer (non-A/E Services)
- 3.2.4.8 Urban Planner (non-A/E Services)

3.3 Task Order

3.3.1 The City will issue Task Orders for services required. Each Task Order issued will have its own process for selection of contractor from the pool. The Task Order process is as follows:

3.3.1.1 Task Orders will be based on categories of services in this RFP and awarded to a Contractor who has indicated expertise in the specific Category of Service(s). If more than one Contractor has indicated expertise in that category or categories, all Contractors from the selected Category of Service pool will be invited to submit a proposed Work Plan for the Task Order. The Task Order will be awarded to one Contractor based criteria including but not limited to cohesiveness, soundness, capacity, ability to do work timely, and its budgeted Work Plan, to determined best value to the City.

3.3.1.2 The City shall initiate each Task Order by emailing a Contractor(s) a detailed description of the services to be provided for the Task Order and request the Contractors to submit an electronic, written Work Plan within a specified timeframe. A sample Task Order (Exhibit A) is provided. The Work Plan shall consist of, but not be limited to:

3.3.1.2.1 A proposed scope of work based on the services to be provided for the Task Order;

3.3.1.2.2 A cost proposal, by hourly rate, based on the contract rate. Hourly rate-based cost proposals may include a provision for Reimbursable Expenses (if any). Reimbursable Expenses are expenses related to providing the services, (e.g., cost of purchasing project-related industry data, printing, special mailings, etc.); and

3.3.1.2.3 An estimated schedule for completion. Each Work Plan shall also include, but may not be limited to, the following:

3.3.1.2.3.1 A detailed list of all tasks, sub-tasks, including approvals, submittals, and milestones required in connection with the Task Order;

3.3.1.2.3.2 The time necessary to complete the various tasks, sub-tasks, including

approvals, submittals, and milestones;
and

3.3.1.2.4 Projected completion/target dates for all required tasks to be performed in connection with the Task Order.

3.3.1.2.5 Any other item the Contract with the City requires to be included in a Work Plan or Task Order or to otherwise conform the Work Plan to the Contract.

3.3.2 The Contractor shall submit monthly progress reports to the City assigned Project Manager for the duration of the Task Order (each monthly progress report, a "Progress Report"), commencing from the date Contractor receives the Notice To Proceed from PGM staff and continuing each month thereafter to include a final report upon the completion of the Task Order (each monthly period during such time constituting a "Reporting Period"). The Progress Report shall include an analysis of the Contractor's progress, including the hours worked compared to the progress and deliverables, as it relates to the Task Order and the associated, approved Work Plan. The Progress Report and documentation shall be submitted by the Project Manager for approval no later than five (5) business days following the close of each Reporting Period. The Progress Report shall include, but not be limited to, the following:

3.3.2.1 A narrative description of the services performed during the Reporting Period;

3.3.2.2 The reasons for any delays in the targeted completion dates;

3.3.2.3 Changes in completion/target dates for the required services;

3.3.2.4 The need and justification for any extensions of time;

3.3.2.5 Budget status; and

3.3.2.6 A narrative description of the services projected for the next Reporting Period.

3.4 Specific Scope of Services

The Categories of Services may include, but are not limited to, the following tasks, which shall be provided (in whole or in part) as part of a Task Order on an on-call, as needed basis. Tasks and subtasks are illustrative rather than exhaustive examples of services required. Proposers that have expertise in some, but not all, of the categories below are encouraged to apply for more than one category, especially if possessing subject matter expertise in one or more of the services outlined below.

3.4.1 Urban Planning Services

The Contractor shall perform urban planning services as the City may request from time to time as part of a Task Order. These services may include but are not limited to the following:

3.4.1.1 Gathering data and conducting analyses on various aspects of a target area or subject, including, but not limited to, demographics, land use, housing characteristics, building stock and built environment, business and employment, transportation and

connectivity, urban/regional context, open space, institutions and community facilities, and wayfinding;

- 3.4.1.2 Reviewing and assessing existing plans, policies, and/or Department responsibilities to assess opportunities for policy or implementation improvements;
- 3.4.1.3 Assembling and synthesizing work completed for any task and prepare end-product maps, studies, reports, plans, or strategies, as directed by the City;
- 3.4.1.4 Assistance in coordinating with other planning partners to align regional and other goals;
- 3.4.1.5 Identify required stakeholders in the public/private sector that are critical to the implementation of a plan or project;
- 3.4.1.6 Identify options for community benefit and potential community/institutional and corporate/philanthropic benefits;
- 3.4.1.7 Creative placemaking strategies including ability to provide strategic implementation pilot projects to demonstrate principles included in any planning strategy; and
- 3.4.1.8 Integrate various plans, strategies, data, and/or input to identify and develop actions, measures of success, goals, and monitoring frameworks for plans, programs, and projects.

3.4.2 **Public Facilitation and Engagement**

The Contractor shall provide public outreach and facilitation services as needed. Such services may include the following:

- 3.4.2.1 Planning, preparation, and implementation of events including, but not limited to, stakeholder outreach sessions, large-scale open public sessions, visioning workshops, planning charrettes, and consensus building meetings;
- 3.4.2.2 Preparation of materials and presentations for public distribution, which may include Power Point presentations, web content, display boards, posters/flyers, brochures, and other materials as needed;
- 3.4.2.3 Preparation, coordination, and management of events, including in-person and virtual events as directed by the City, which may include, but is not limited to, meeting logistics, identifying and booking a space, agenda setting, facilitator training, compiling meeting minutes and feedback, and other duties as needed;
- 3.4.2.4 Create and conduct a variety of public participation and feedback methods and tools, including surveys, to gather relevant information from the community and/or stakeholders to inform planning documents and program strategies;
- 3.4.2.5 Ability to engage a variety of people, including those with limited English proficiency, through various types of activities and outreach methods; and

- 3.4.2.6 Document events and provide summary information from engagement activities.
- 3.4.2.7 The Contractor is encouraged, but not required, to have the ability to develop electronic tools (i.e., electronic surveys, websites, virtual meeting platforms, other public participation through mapping or design software) for facilitating engagement and outreach

3.4.3 Urban Design

The Contractor shall provide urban design services as needed in Houston area. Such services may include, but are not limited, to the following:

- 3.4.3.1 Existing Conditions Analysis: Such site analyses shall describe in detail existing conditions through narrative, data, and maps, including but not limited to, vacant lots, ownership, demographics, multi-modal accessibility, open space, job and small business opportunities, resiliency, infrastructure, roadways, transportation, municipal uses, sewers, and/or parking;
- 3.4.3.2 Neighborhood character analysis and recommendations;
- 3.4.3.3 Assessing and providing scenarios and options that communicate the various ways the neighborhood might be developed;
- 3.4.3.4 Site planning and specifications of land use and program;
- 3.4.3.5 Development of design guidelines; and
- 3.4.3.6 Renderings depicting either specific build-out scenarios or broader goal-oriented visions for a given project area.

3.4.4 Market and Financial Feasibility Analysis

The Contractor shall provide market analysis and financial feasibility services as needed. Such services may include the following:

- 3.4.4.1 Market Analysis: includes economic snapshot, workforce trends, and real estate market analysis of study areas for uses/industries as specified by the City, to articulate market trends and opportunities. Data familiarity around sub-markets in Houston through brokerage contacts is a big plus. Services may also include:
 - 3.4.4.1.1 Developing demand and gap analysis of critical neighborhood revitalization projects such as housing, community facilities, education facilities, grocery and food-based services/retail, amount and types of small neighborhood-based retail;
 - 3.4.4.1.2 Providing analysis of past, current, and projected building costs for projects;
 - 3.4.4.1.3 Developing housing and community development market supply analysis proposals and related timelines to meet the demand identified; and

3.4.4.1.4 Providing analysis of various funding sources and tools to achieve the market needs.

3.4.4.2 Contractor should have capacity to develop a set of highest best use cases based on market data collected. Early stage financial feasibility for development and operations through pro-forma modelling is a must and may consider the number, size and type of housing units and the amount and type of retail or office space.

3.4.4.3 Impact Assessment: ability to articulate impacts of assessed projects and support technical analysis and strategies around value capture.

3.4.5 **Sustainability & Resiliency**

The Contractor shall provide sustainability and resiliency services for Houston and surrounding counties (Harris, Fort Bend and Montgomery) as needed. Such services may include the following:

3.4.5.1 Modeling of extreme climate events and chronic impacts of climate change in the future (e.g., storm surge, extreme precipitation, tidal inundation, groundwater table rise, etc.);

3.4.5.2 Preparation of maps depicting impact areas determined by the Task Order and affected systems, such as open spaces, transportation connections, critical infrastructure, circulation patterns, landmarks, etc.

3.4.5.3 Urban design analysis of fitting and integrating climate adaptation infrastructure in certain geographies and their physical and social contexts;

3.4.5.4 Feasibility analysis of financing and implementation pathways for resiliency projects;

3.4.5.5 Assessment of potential long-term environmental and ecological impacts of projects, which may include, but not limited to infrastructure or impact of existing policies, and measures to conserve energy and enhance efficiency; and

3.4.5.6 Assessment of building and development codes and development practices.

3.4.6 **Planning Graphics and Media**

The Contractor shall provide planning graphics and media services as needed. Such services may include, but are not limited to, the following:

3.4.6.1 Providing graphic design services to complement analysis work for external communications including graphics, mapping, and visualizations;

3.4.6.2 Graphic design, layout, and printing services;

3.4.6.3 Strategy and branding and associated infographics;

3.4.6.4 Templates for one-pagers, fact sheets, presentations, and planning documents in Word and PowerPoint; and

- 3.4.6.5 Ability to create, host, and support websites and other social media strategies to support project rollout and public engagement.

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 C.F.R. part 570, and 2 C.F.R. 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 those listed in the following paragraph.

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.

5.0 MEETINGS

Contractor must participate in meetings, general discussion, and consultations with HCD relative to Task Orders throughout the period of engagement at no additional cost to HCD.

6.0 EXHIBITS

The following document is provided as an aid in responding to this solicitation:

- See “Exhibit A”: Sample Task Order
- See “Exhibit B”: Notice to Proceed
- See “Exhibit C”: Form A: Categories of Services
- See “Exhibit D”: Sample Fee Schedule
- See “Exhibit E”: Sample Contract

PART III – EVALUATION AND SELECTION PROCESS

1.0 Evaluation Committee

An evaluation committee shall evaluate Proposers' submissions in accordance with the evaluation criteria. Upon completion of the initial evaluation, the committee will short list on the basis of technical competence requirements scores. The shortlisted Proposer(s) may be scheduled for a structured oral presentation, demonstration, interview and negotiations (which may be held virtually). Following these City-to-Proposer(s)' meetings, the evaluation committee will summarize their findings and recalculate their scores, if needed. Price will then be scored, and total scores will be updated. 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.

2.0 Interviews/Oral Presentations/Demonstrations

The City reserves the right to request that Proposer(s) provide a final presentation handout 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.

3.0 Selection Process

The City intends to select a Proposal that best meets the needs of the City and that provides the best overall value. The City reserves the right to check references on any projects performed by the Proposer, whether provided by the Proposer or known by the City. Upon review of all information provided by Proposers, the evaluation committee will make a recommendation for selection to City officials. Upon approval of the selected Proposer and a mutually agreeable contract between the City and Proposer, a contract shall be executed by the appropriate City officials.

4.0 Best and Final Offer (“BAFO”)

The City reserves the right to request one or more BAFO(s) from finalist Proposer(s), if necessary.

5.0 Evaluation Criteria

5.1 Responsiveness of Proposal (Pass/Fail)

The Proposal shall be responsive to all material requirements that will enable the evaluation committee to evaluate it in accordance with the evaluation criteria and make a recommendation to City officials.

5.2 Technical Competence/Requirements

5.2.1 Qualifications and demonstrated specialized experience of the firm to successfully provide on-call planning services and services related to the selected Category of Services as evidenced by experience with a project(s) of similar scope. (30 Points).

5.2.1.1 The qualifications meet the needs of the City including, but not limited to, diversity of skill sets, technical expertise, and experience, as expressed in this RFP.

- 5.2.1.2 Demonstrates experience in providing quality services similar to the Scope of Services in this RFP.
- 5.2.1.3 Demonstrated track record of timely performance, quality and integrity; as evidenced by a list of recent past projects that demonstrate how the Proposer has successfully accomplished similar projects in the past.
- 5.2.2 Quality and demonstrated knowledge and specialized experience of the Contractor's Team to successfully implement the project as evidenced by credentials and experience in a similar role with a previous project. (25 Points)
 - 5.2.2.1 Demonstrate that the Contractor's Team members who will be responsible for overseeing and performing the work requested in the RFP possess knowledge of best practices for and demonstrate substantive understanding of and ability to carry out planning services related to the Categories of Services selected.
 - 5.2.2.2 Demonstrate that the organizational structure provided is compatible for the selected Categories of Service and includes clear descriptions of roles, responsibilities, and relationships of all firms and individuals on the Contractor Team. The team has a Project Manager with experience to manage and coordinate provision of services.
- 5.2.3 Quality of Project Approach that demonstrates a thorough understanding of the anticipated scope of work, (10 points)
 - 5.2.3.1 An effective and creative solution to carry out services;
 - 5.2.3.2 Knowledge of the challenges and opportunities of performing planning in Houston, including planning services related to housing and resilience issues; and
 - 5.2.3.3 Sound approach to deal with key planning issues relating to housing and community development as defined by this scope of work, and the ability to perform the Category of Service(s) to be rendered.
- 5.2.4 Project Organization and Management. (25 Points) Quality of the proposed plan of action to implement the scope of work.
 - 5.2.4.1 Demonstrated ability and quality of the Proposer's project management and quality assurance process, and the Proposer's approach to controlling, responding to, and completing services required in the scope of work in a timely manner and within budget.
 - 5.2.4.2 An effective approach for communicating with the project sponsor and other stakeholders throughout the course of the project.

5.2.4.3 Approaches/methodologies for delivering the project including proposed organizational structure and staffing strategies, (i.e., use of job classifications to optimize cost/quality).

5.3 Quality of proposed M/WBE Participation aligned with the project scope (Pass/Fail)

5.3.1 Ability to meet the required 24% level of subcontracting participation or a demonstrative Good Faith Efforts presented by Proposer.

5.4 Financial Stability of the Proposer (Pass/Fail)

If Proposer is an entity that is required to prepare audited financial statements, Proposer shall submit an annual report that includes:

- 5.4.1 Last two years of audited accrual-basis financial statements, including an income statement, cash flow statement, and balance sheet;
- 5.4.2 If applicable, last two years of consolidated statements for any holding companies or affiliates;
- 5.4.3 An audited or un-audited accrual-basis financial statement of the most recent quarter of operation; and
- 5.4.4 A full disclosure of any events, liabilities, or contingent liabilities that could affect Proposer's financial ability to perform this contract.

If Proposer is a privately-owned entity or sole proprietorship for which audited financial statements are not required, Proposer shall submit an annual report that includes:

- 5.4.5 Last two years of un-audited accrual-basis financial statements, including an income statement, cash flow statement, and balance sheet;
- 5.4.6 An audited or un-audited accrual-basis financial statement of the most recent quarter of operation; and
- 5.4.7 A full disclosure of any events, liabilities, or contingent liabilities that could affect Proposer's financial ability to perform this contract;

OR

5.4.8 Other financial information sufficient for the City, in its sole judgement, to determine if Proposer is financially solvent or adequately capitalized.

5.5 **Price Proposal (10 Points)**

- 5.5.1 The Fee Schedule Proposal must include fully burdened rates for personnel, by title, which will be the not to exceed rate as specified under each Category of Service.
- 5.5.2 The fee schedule proposal should be in the form of EXHIBIT "D" – Fee Schedule.

THE PRICE PROPOSAL MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE that is clearly marked with the RFP title and solicitation number and the label "Price Proposal".

6.0 ADDITIONAL RELATED SERVICES

In submitting its Proposal, Proposer(s) shall indicate a willingness to negotiate future potential additional services deemed appropriate for the Scope of Work, as provided herein, or deemed necessary and/or desirable by the City.

7.0 INVOICING

- 7.1 The City is a single entity for accounting, billing, and discounting. Any invoices accompanied by detailed supplements and other backup documents are to be submitted for payments to:

Housing and Community Development Department
Attention: Mary Itz, Planning and Grants Management
2100 Travis Street, 9th Floor
Houston, Texas 77002

2. The City requires timely and accurate accounting and billing information.

PART IV – SUBMISSION OF PROPOSAL

1.0 Instructions for Submission

- 1.1 Number of Copies. Submit **one (1)** printed original of the Technical Proposal signed in BLUE ink, and **Six (6)** electronic copies of the Technical Proposal on **thumb drives**, sealed in a separate single envelope bearing the assigned solicitation number (located on the first page of this RFP document) to:

City Secretary's Office
City Hall Annex, Public Level
900 Bagby Street
Houston, Texas 77002

- 1.1.1 Technical Proposal. Submit **one (1)** original and **six (6)** thumb drives in a separate single sealed envelope bearing the assigned solicitation number and title.
- 1.1.2 Price Proposal/Fee Schedule and M/WBE documents. Submit **one (1)** copy of the **Price** Proposal/Fee Schedule and M/WBE documents on a thumb drive in a separate single sealed envelope bearing the assigned solicitation number and title.

The City shall bear no responsibility for submitting responses on behalf of any Proposer. Proposer(s) may submit their Proposal to the City Secretary's Office any time prior to the stated deadline.

- 1.2 Time for Submission. Proposals shall be submitted no later than the date and time indicated for submission in this RFP. Late submittals will not be considered and will be returned unopened. With the exception of City holidays, the normal business hours for the City Secretary's office are Monday through Friday, 8:00 a.m. to 5:00 p.m. CST.
- 1.3 Format. Proposals must be left-bound with information on both sides of the page when appropriate. Material should be organized following the order of the submission requirements separated by labeled tabs, and shall be securely bound. Submission materials will not be returned to Proposers.
- 1.4 Complete Submission. Proposers are advised to carefully review all the requirements and submit all documents and information as indicated in this RFP. Incomplete

proposals may lead to a proposal being deemed non-responsive. Non-responsive proposals will not be considered.

- 1.5 Packaging and Labeling; Submission of Fee Schedule. The outside wrapping/envelope of the printed Technical Proposal shall clearly indicate the RFP title, date, time for submission, and the name of the Proposer. The required number of thumb drives containing the Technical Proposal shall be submitted in a separate sealed envelope and marked in the same manner as the printed Technical Proposal. The outside wrapping/envelope of the Fee Schedule shall clearly identify the content as "Fee Schedule" and shall clearly indicate the RFP title, date, time for submission, and name of the Proposer. All other submission requirements shall be included with the Proposer's Technical Proposal.
- 1.6 Delivery of Proposals. The Proposal, including the Technical Proposal, all required forms, and the Fee Schedule must be delivered by hand or mailed to the address shown on the cover sheet of this RFP. If using an express delivery service, the package must be addressed and delivered specifically to the City Secretary's Office. Packages delivered by express mail services to other locations may not be re-delivered to its final destination by the deadline hour.
- 1.7 Proposers Responsible for Timely Submission. Proposer remains responsible for ensuring that its Proposal is received at the time, date, place, and office specified. 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 some other act or circumstance.

2.0 Submission Requirements

- 2.1 Cover Letter: (1-page maximum) The cover letter shall be signed by an authorized representative of the Proposer. The letter should indicate the Proposer's commitment to provide the proposed services. Also, the cover letter shall identify the members of the Contractor Team and indicate the organizational relationship of the Contractor Team's members. The letter should also include the primary contact name (Project Manager), mailing address, telephone number, and email address for each firm in the proposed Contractor Team.
- 2.2 Offer and Submittal Form: See Exhibit I
- 2.3 Qualifications and experience of the Proposer: (4-page maximum) Provide the name of Proposer's company (including the name of any parent company/companies), business address, e-mail address, Federal Tax ID number, telephone number, fax number, type of entity and business expertise, short history, number of employees, number of years in business, current ownership structure, and any recent or materially significant proposed change in ownership.
 - 2.3.1 Provide a brief narrative summary and list of past (3 to 5 years) projects that demonstrate experience and ability to provide on-call planning services and the Proposer's selected Categories of Service. The list should include: (1) Project name, (2) Location, (3) Client name, (4) Total contract amount, (5) Proposed and actual schedule and budget, (6) Staff members/subcontractors assigned to project with assigned project roles, (7) Date completed, and (8) Brief narrative description of project.

- 2.3.2 Proposer should describe services that it has previously provided to governmental and quasi-governmental organizations with similar requirements.
- 2.4 Knowledge and Experience of the Contractor's Team: (3-page maximum)_Provide detailed relevant information about the Contractor Team's knowledge and experience.
- 2.4.1 Provide names and titles of the Personnel and identify the Project Manager on an organizational chart and/or a narrative description of the proposed project team and staffing plan.
- 2.4.2 Identify the Personnel and Subcontractors that will be committed to the project. The City reserves the right to reject any Personnel and Subcontractors proposed if it is determined in the City's best interest. All Personnel and Subcontractors must be committed to the project at the appropriate time level. Proposer understands that the qualifications and experience of Personnel and subcontractors proposed will be factored into the evaluation process; therefore, Personnel or subcontractors must not be replaced without the approval of the City. Any approved substitutions must be with personnel of equal or better qualifications. In addition, any other commitments must not conflict with the level of commitment proposed for the project.
- 2.4.3 The Proposer should demonstrate that all team members are qualified personnel capable of accomplishing the work in each Category of Service in this project. At a minimum, Personnel, including subcontractors, should possess current professional certifications, as evidenced by providing a list of certifications and expiration dates.
- 2.4.4 Submissions should clearly delineate all individuals working on the Category of Service, by name, title, and areas of responsibility as they relate to Scope of Work. The structure and composition of the Contractor Team should reflect the needs of the project. If substitutes or back-up personnel are planned on a contingency basis, they should be indicated in the plan. This should also specifically include the role and responsibilities of each person on this project, their planned level of effort, their anticipated duration of involvement, and their on-site availability, as needed. (On-site availability refers to the availability of the personnel to attend meetings with HCDD).
- 2.4.5 Provide professional résumés of all Personnel and subcontractors (Not included in the page maximum): This information should include significant education, training, technical experience, functional experience, specific dates and names of previous employers, relevant and related experience, past and present projects with dates and responsibilities and any applicable certifications.
- 2.5 Project Organization and Management: (4-page maximum) Submit a written plan of action on how Proposer will meet the City's On-Call Planning Services requirements, including:
- 2.5.1 Describe the approaches/methodologies for delivering the project including proposed organizational structure and staffing strategies (i.e. use of job classifications to optimize cost/quality).
- 2.5.2 Detail an approach for communication with the City of Houston and other stakeholders.

- 2.5.3 Describe in detail the proposed methodology and systems used for controlling, responding to, and completing services required in the scope of work, in a timely manner that also meets budget requirements.
- 2.5.4 Demonstrate ability and quality of the Proposer's project management and quality assurance process, and the Proposer's approach to controlling, responding to, and completing services required in the scope of work in a timely manner and within budget. This may include examples of previous work plans that demonstrate success of similar projects.
- 2.6 Client References: (1-page maximum) Include a list of client references (minimum of 3). References included in the submission should represent past performance of the Prime Contractor and/or Project Manager on work that is similar services to municipalities within the past three (3) years. Provide size and scope of each project with brief descriptions of the projects. Specifically, provide the following:
- 2.6.1 Name and location of project(s);
- 2.6.2 "CURRENT" reference contact name, organization, telephone numbers, and email addresses; and
- 2.6.3 Deployment completion date(s) or current status.
- 2.7 M/WBE Participation: Identify M/WBE subcontractor(s) and submit a signed "M/WBE Letter of Intent" form identifying the role of each subcontractor for this implemented project. Since M/WBEs 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.
- 2.8 Financial Stability: If Proposer is an entity that is required to prepare audited financial statements, then Proposer shall submit an annual report containing the information provided in Part III, D, 5.4.1 through 5.4.4 of this document. If Proposer is a privately-owned entity or sole proprietorship for which audited financial statements are not required, Proposer shall submit an annual report containing the information provided in Part III, D, 5.2.5 through 5.2.7, or 5.2.8 of this document.
- 2.9 Exceptions to Standard Contract: Provide any exceptions to the standard contract and include the rationale for taking the exception. Such exceptions will be considered when evaluating the Proposer's response to this RFP. If alternate language is proposed, include the proposed language for consideration, along with the corresponding Article Nos. within the RFP.
- 2.10 Legal Actions: Provide a list of any pending litigation and include a brief description of the reason for legal action.
- 2.11 Conflict of Interest: Provide information regarding any real or potential conflict of interest(s). Failure to disclose any potential conflict of interest at the outset may be cause for rejection of the Proposal.
- 2.12 Other: Provide any information the Proposer deems pertinent to demonstrating its qualifications to perform the services being requested, such as memberships in any professional associations, documents, examples, etc.
- 2.13 Forms and Certifications: Complete all forms and certifications attached, as appropriate.

- 2.14 Fee Schedule: Please separately submit a Price Proposal/ Fee Schedule with the level of detail as required.

Part V – EXCEPTIONS TO TERMS AND CONDITIONS

All exceptions to the Sample Agreement shall be submitted in a clearly identified separate section of the Proposal in which the Proposer clearly cites the specific paragraphs within the Sample Agreement 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 approved 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.

Please review and include any exceptions to the terms and conditions on the attached Sample Agreement.

Part VI – SPECIAL CONDITIONS

1.0 No Contact Period

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, their 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.

With the exception of Proposer's formal response to the solicitation and 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, their families, or staff through written or oral means in an attempt to persuade or 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 Proposer from the time of 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. 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

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 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 Business Enterprises (“M/WBE”)

It is the City of Houston's policy to ensure that Minority and Women Business Enterprises (MWBE) have full opportunity to compete for and participate in City Contracts. Contractor shall

comply with the City's MWBE Program as set forth in Chapter 15, Article V of the City of Houston Code of Ordinances. Contractor shall make good faith efforts to award subcontracts and supply agreements in at least 24% of the value of the Agreement to certified MWBEs. Contractor acknowledges that they have reviewed the requirements for good faith efforts on file with the Office of Business Opportunity (OBO), available at <http://www.houstontx.gov/obo/docsandforms/goodfaithefforts.pdf>, and will comply with the set forth requirements.

Contractor shall maintain records of subcontracts and supply agreements with certified MWBEs, containing language required herein. In addition, Contractor shall submit all disputes that may arise with MWBE subcontractors/supplies to mediation provided by the City, if directed to do so by the Office of Business Opportunity.

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 Protests

Protests should be filed in accordance with the City of Houston Administrative Policy No. 5-12 <http://www.houstontx.gov/adminpolicies/5-12.pdf>

5.0 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.

6.0 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.

7.0 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>.

8.0 Preservation of Contracting Information

The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this solicitation and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

PART VII – INSTRUCTIONS TO PROPOSERS

1.0 Pre-Proposal Conference

A Pre-Proposal Conference will be held at the date, time, and location indicated on the first page of the RFP document. Interested Proposer(s) are encouraged 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

Requests for additional information and questions should be addressed to the Finance Department, Strategic Procurement Division, Valerie Player-Kaufman, Senior Procurement Specialist by e-mail to valerie.player-kaufman@houstontx.gov no later than 2:00PM, DST on Friday, August 7, 2020. The City shall provide written responses to all questions received by Proposers prior to the RFP submittal deadline. Questions received from all Proposer(s) shall be answered by the City and made available to Proposer(s) who are listed as having obtained the RFP. Proposer(s) shall be notified in writing of any changes in the specifications contained within 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. Only information supplied by the City 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 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 Post-Proposal Discussions with Proposer(s)

It is the City's intent to commence final negotiation with the Proposer(s) 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 WITH PROPOSAL

- 1.0** Offer and Submittal, List of References, and List of Proposed Subcontractors (Exhibit I)
- 2.0** Signed M/WBE Forms (Exhibit II): Attachment "A" Schedule of M/WBE Participation, M/WBE Participation Plan Good Faith Efforts; Attachment "B" Office of Business Opportunity and Contract Compliance M/WBE Utilization Report; Attachment "C" Certified M/WBE Subcontract Terms; Attachment "D" Office of Business Opportunity and Contract Compliance M/WBE Utilization Report
- 3.0** Contractor Ownership Disclosure Ordinance (Exhibit III)
- 4.0** Affidavit of Ownership or Control (Exhibit IV)
- 5.0** Anti-Collusion Statement (Exhibit V)
- 6.0** Conflict of Interest Questionnaire (Exhibit VI)
- 7.0** Certification Regarding Debarment (Exhibit VII)
- 8.0** Anti-Lobbying Certification (Exhibit VIII)

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

Required forms shall be supplied to the Contractor after the award recommendation:

- 1.0** Insurance Requirements and Insurance Certificate
- 2.0** Drug Policy Compliance Agreement (Exhibit "B"); Contractor's Certification of No Safety Impact Positions in Performance of a City Contract (Exhibit "C"); Drug Policy Compliance Declaration (Exhibit "D")
- 3.0** 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>
- 4.0** Requested information outlined in the scope of work and other additional relevant/supporting information, or alternate Proposal.
- 5.0** Texas Ethics Commission, Certificate of Interested Parties (Form 1295). Download a copy at <https://www.ethics.state.tx.us/tec/1295-Info.htm>

EXHIBIT I
OFFER AND SUBMITTAL, REFERENCES, PROPOSED SUBCONTRACTORS

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**EXHIBIT I
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 RESPONDENT 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
REFERENCES
LIST OF PREVIOUS CUSTOMERS**

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

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

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

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

**EXHIBIT II
ATTACHMENT "A"
SCHEDULE OF MWBE PARTICIPATION**

Date:	
Bid Number:	
Formal Bid Title:	

Name of Certified MWBE Subcontractor	Street Address, City, State, Zip Code, Tel # & Email	Certification Type for Goal MBE, WBE (Each firm may only be used for <u>one</u> goal type)	NAICS Code (6 Digits)	Description of Work (Scope of Work)	% of Participation

TOTAL	\$
MWBE PARTICIPATION AMOUNT	\$
TOTAL BID AMOUNT	\$

If you have exhausted your best efforts to comply with the City's MWBE Policy by seeking subcontracts and supply agreements with certified minority and women business enterprises, yet failed to meet the MWBE contract goal of this bid document, list below your good faith efforts to demonstrate compliance with the City's MWBE Program. 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 on this MWBE Participation Plan must be certified by the Office of Business Opportunity at the time of bid submission. The completed MWBE Participation Plan must be returned with the bid form.**

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

Bidder Company Name

Signature of Authorized Officer/Agent/Bidder & Title

Print or Typed Name 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 MWBE 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/BE Goal: _____

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

_____, who will provide the following goods/services in connection
MWBE 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 Opportunity to function in the aforementioned capacity.
(M/W/BE Subcontractor)

_____ Intend to
Prime Contractor M/W/BE 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/BE Subcontractor)

Printed Signature

Printed Signature

Title Date

Title Date

Attachment "C"

CITY OF HOUSTON CERTIFIED MWSBE SUBCONTRACTING AGREEMENT TERMS

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

1. _____(M/WSBE Subcontractor/Supplier) shall not delegate or subcontract more than 50% of the work under this subcontracting agreement to any other Subcontractor or supplier without the express written consent of the City of Houston's Office of Business Opportunity.
2. _____(M/WSBE Subcontractor/Supplier) 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 subcontracting agreement. 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 subcontracting agreement, Contractor (prime contractor) and Subcontractor shall designate in writing to the Office of Business Opportunity 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 and regulated contracts as defined in City Code of Ordinances, Chapter 15, Article 5.

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 Office of Business Opportunity policies and/or governing ordinance, contact the Office of Business Opportunity Division at 832.393.0600, 611 Walker Street, 7th Floor, Houston, Texas 77002.

Revised June 2016

City of Houston Certified M/WSBE Subcontract Terms

**EXHIBIT II
ATTACHMENT "D"
OFFICE OF BUSINESS OPPORTUNITY AND
CONTRACT COMPLIANCE MWBE UTILIZATION REPORT**

Report Period: _____

PROJECT NAME & NUMBER: _____

AWARD DATE: _____

PRIME CONTRACTOR: _____

CONTRACT NO.: _____

ADDRESS: _____

CONTRACT AMOUNT: _____

LIAISON/PHONE NO.: _____

MWBE GOAL: _____

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

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:
MWBE's to reflect up/down variances on Contract amount.

Office of Business Opportunity
ATTN: Marsha Murray 713-837-9000
611 Walker, 7th Floor
Houston, Texas 77002

**EXHIBIT III
FORM "A": FAIR CAMPAIGN**

**CONTRACTOR SUBMISSION 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

**EXHIBIT IV:
CONTRACTOR OWNERSHIP DISCLOSURE ORDINANCE**

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.

**EXHIBIT IV:
AFFIDAVIT OF OWNERSHIP OR CONTROL**

ORIG. DEPT.: FIN/SPD

FILE/I.D. NO.: 64 – RCA #29220

INSTRUCTION: ENTITIES USING AN ASSUMED NAME SHOULD DISCLOSE THAT FACT TO AVOID REJECTION OF THIS AFFIDAVIT. THE FOLLOWING FORMAT IS RECOMMENDED: *CORPORATE/LEGAL NAME DBA ASSUMED NAME.*

STATE OF _____ §
 §
 COUNTY OF _____ §

AFFIDAVIT OF OWNERSHIP OR CONTROL

BEFORE ME, the undersigned authority, on this day personally appeared _____
 _____ [FULL NAME] (the "Affiant"), _____
 _____ [STATE TITLE/CAPACITY WITH CONTRACTING ENTITY] of _____
 _____ [CONTRACTING ENTITY'S CORPORATE/LEGAL NAME] ("Contracting Entity"), who being by me duly sworn on oath stated as follows:

1. Affiant is authorized to give this affidavit and has personal knowledge of the facts and matters herein stated.
2. Contracting Entity seeks to do business with the City in connection with _____

[DESCRIBE PROJECT OR MATTER] which is expected to be in an amount that exceeds \$50,000.

3. The following information is submitted in connection with the proposal, submission or bid of Contracting Entity in connection with the above described project or matter.

4. Contracting Entity is organized as a business entity as noted below (check box as applicable).

FOR PROFIT ENTITY:

- SOLE PROPRIETORSHIP
- CORPORATION
- PARTNERSHIP
- LIMITED PARTNERSHIP
- JOINT VENTURE
- LIMITED LIABILITY COMPANY
- OTHER (Specify type in space below)

NON-PROFIT ENTITY:

- NON-PROFIT CORPORATION
- UNINCORPORATED ASSOCIATION

5. The information shown below is true and correct for the Contracting Entity; and

6. All owners of 10% or more of the Contracting Entity and, where the Contracting Entity is a non-profit entity, the required information has been shown for each officer, *i.e.*, president, vice-president, secretary, treasurer, etc. **[NOTE: IN ALL CASES, USE FULL NAMES, LOCAL BUSINESS AND RESIDENCE ADDRESSES AND TELEPHONE NUMBERS. DO NOT USE POST OFFICE**

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. Submission 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.

**EXHIBIT V
ANTI-COLLUSION STATEMENT**

The undersigned, as Proposer, certifies that the only person or parties interested in this Proposal 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

**EXHIBIT VI
CONFLICT OF INTEREST QUESTIONNAIRE**

**CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

**EXHIBIT VI
CONFLICT OF INTEREST QUESTIONNAIRE**

<p>CONFLICT OF INTEREST QUESTIONNAIRE</p> <p>For vendor doing business with local governmental entity</p>	<p>FORM CIQ</p>
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor 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 vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<p>OFFICE USE ONLY</p>
<p>1 Name of vendor 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. (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 on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>	
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p align="center">_____</p> <p align="center">Name of Officer</p>	
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer 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>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p> 	
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>	
<p>7</p> <p align="center">_____ Signature of vendor doing business with the governmental entity</p> <p align="right">_____ Date</p>	

EXHIBIT VII

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the SUBRECIPIENT (referred to herein as the “prospective 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 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 participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective 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, 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 participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any 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 participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Covered Transaction,” without modification, in all covered transactions and in all solicitations for covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a 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 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— COVERED TRANSACTIONS

- (1) The prospective 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 participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

SUBRECIPIENT Company Name

Contract Number

Name

Title

Signature

Date

EXHIBIT VIII

ANTI-LOBBYING CERTIFICATION

The undersigned Subrecipient certifies, to the best of his or her knowledge, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any City contract, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and Agreements under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned Subrecipient, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Subrecipient understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Subrecipient Name:	
President:	
Name of Authorized Official:	
Signature:	
Date:	