



CITY OF HOUSTON
REQUEST FOR PROPOSALS (RFP)
MARKET VALUE ANALYSIS AND ECONOMIC DEVELOPMENT
INVESTMENT STUDY
SOLICITATION NO.: S36-T29500

Date Issued: April 23, 2021

Virtual Pre-Proposal Conference: May 11, 2021 @ 10:00 A.M., CST

Microsoft Teams meeting

Join on your computer or mobile app

[Click here to join the meeting](#)

Or call in (audio only)

[+1 936-755-1521,666948929#](tel:+19367551521666948929) United States, Huntsville

Phone Conference ID: 666 948 929#

Pre-Proposal Questions Deadline: May 14, 2021 @ 2:00 P. M., CST

Solicitation Due Date: May 27, 2021 @ 4:00 P.M., CST

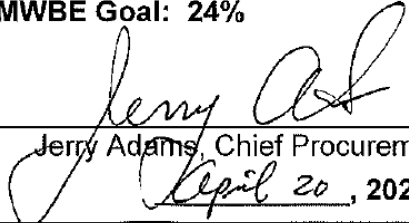
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Project Summary: This RFP is for a one (1) year contract to provide a Market Value Analysis (MVA) and Economic Development Investment (EDI) Study for the Houston Housing and Community Development Department. The RFP is being advertised to seek proposals from qualified firms to provide a MVA and EDI study, to include research and analytical services that provide sound objective data through qualitative and quantitative analysis to target intervention strategies more precisely in disaster areas, low to moderate income areas, and areas for economic stimulation.

Important Notice About the City's Early Payment Discount Program: The City's standard payment term is to pay 30 days after the receipt of invoice or receipt of goods or services, whichever is later, according to the requirements of the Texas Prompt Payment Act (Tx. Gov't Code, Ch. 2251). However, the City may pay in less than 30 days, at its option, in return for an early payment discount from the vendor.

NIGP Code: 918-27, 918-63, 926-72; 961-32, 918-92, 906-64, 961-28, 961-29

MWBE Goal: 24%



Jerry Adams, Chief Procurement Officer

April 20, 2021

Date

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PART I – GENERAL INFORMATION

1.0 GENERAL INFORMATION

- 1.1 The City of Houston (“City”) is currently seeking proposals from qualified consultants to provide a market value analysis (“MVA”) and economic development investment (“EDI”) study, to include research and analytical services.
- 1.2 The MVA and EDI Study will be a public facing document and provide sound objective qualitative/quantitative data and analysis to target intervention strategies from Hurricane Harvey impacted areas, low to moderate-income areas, and areas for economic stimulation. The MVA will consist of analyses in census block groups throughout the City of Houston. The EDI will consist of a Commercial Corridor Analysis along major corridors that will measure economic activity in identified City of Houston Super Neighborhoods.
- 1.3 The City intends to enter into a contract for these services with one qualified Proposer to assist the City with the aforementioned initiative.

2.0 HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT 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 experience quality of life. In response to disasters, HCDD makes investments that ensures that Houstonians’ housing needs are met by assisting with recovery efforts in making safe, resilient homes and vibrant, healthy communities. HCDD administers funding in various federal, state, and local programs, including disaster recovery programs for Hurricane Harvey, as well as assessing market value analytics that supports where funding is distributed in low to moderate income areas. Through its disaster recovery programs, HCDD is committed to building a resilient and equitable city after Hurricane Harvey.

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	April 23, 2021
Virtual Pre-Proposal Conference	May 11, 2021
Questions from Proposers Due to City	May 14, 2021
Proposals Due from Proposers	May 27, 2021
Notification of Intent to Award (<i>Estimated</i>)	July 12, 2021
Council Agenda Date (<i>Estimated</i>)	August 19, 2021
Countersigned Date (<i>Estimated</i>)	August 26, 2021

PART II – SCOPE OF WORK

1.0 PURPOSE

- 1.1 The deliverable being solicited is an analysis of neighborhoods and economic corridors to assist residents and policymakers with identifying and understanding the elements of their local real estate market, affordable housing market, and major commercial corridors, and how these elements have changed since Hurricane Harvey.

- 1.2 The product should be an objective data-driven tool built on local administrative data and consultant provided data, which should also be validated with local experts. With this product, public officials, for profit and non-profit organizations can more precisely target intervention, mitigation, and resilience strategies in disaster areas, in low to moderate income areas, and areas for economic stimulation.

2.0 OBJECTIVE

- 2.1 Hurricane Harvey caused more than \$15 billion in damage to residential structures in Houston, which has fundamentally changed real estate market demands.
- 2.2 This RFP is primarily focused on services for evaluating empirical data and conducting analytics for post-disaster events from Hurricane Harvey as it relates to impacts on the housing and commercial markets in the City of Houston. Its intent is to capture the changed landscape and any demographic shifts as a result of Hurricane Harvey and connect to a longitudinal assessment with the previous studies conducted in the 2013 City-Wide Market Value Analysis and the 2016 Affordable Housing and Economic Investment Study. The previous MVA's can be found here: <https://houstontx.gov/housing/research.html>.
- 2.3 The deliverables should offer insight into how and where funding may be distributed through the HOME Investment Partnerships Program (HOME); the Community Development Block Grant Program (CDBG), which includes Disaster Recovery (DR); and other City of Houston sources (depending on funding availability) pursuant to applicable regulations required to administer these grants.

3.0 SCOPE OF WORK (SERVICES, ANALYSES, AND DELIVERABLES)

- 3.1 Describe and analyze local markets using a representative set of market data at a census block group level through one or more GIS and spatial planning techniques.
- 3.2 Create an internal index of housing market conditions that will identify areas of interest and develop intervention strategies for each such area and identify and target where resources can influence the market.
- 3.3 Provide for the collection and analysis of relevant information. Typical components of the MVA include but are not limited to the following:
 - 3.3.1 Residential property sales prices;
 - 3.3.2 Residential mortgage foreclosure filings;
 - 3.3.3 Tenure (i.e. owner occupancy);
 - 3.3.4 Vacancy: housing and land;
 - 3.3.5 Properties with code violations;
 - 3.3.6 Property descriptions (e.g. housing type zoning parcel and lot size);
 - 3.3.7 Subsidized rental housing units and Public Housing Authority Housing Choice Voucher;
 - 3.3.8 Construction permits;
 - 3.3.9 Publicly owned property; and

- 3.3.10 Real Estate Owned (REO)/ Bank owned properties.
- 3.4 Create an internally referenced index of the municipality's residential real estate market. Identify areas that are the highest demand markets as well as the areas of greatest distress and the various market types in between. Utilize the most recent or available U.S. census block group (CBG) as the unit of analysis, with the centroid of the unit being within the jurisdictional boundary of the City of Houston.
 - 3.5 Visit and tour the neighborhoods selected by HCDD (Section 3.20) with a visual analysis of the residential and commercial landscape to confirm the level of consistency in the data with the initial analysis.
 - 3.6 Create an internal index of housing market conditions that will identify area of interest and develop intervention strategies for each such as policy strategies, private market development strategies, economic strategies, and affordable housing strategies.
 - 3.7 Modify the analysis as needed and conduct additional site visits to confirm various neighborhoods for consistency with the analysis identify and target where resources can influence the market.
 - 3.8 Gather, organize, and use supplemental data to enhance the analysis so that it may be used for site and neighborhood planning activities.
 - 3.9 The contractor must complete a field inspection for validation with local experts of MVA variables to ensure data indicators conform to the built environment and market realities. During the field inspection, designated GIS staff from HCDD will accompany the contractor to enhance the verification effort and participate in the verification process to confirm the initial analysis. After field verification is complete, the contractor will adjust data and, where appropriate, seek input from participants who have local knowledge as it relates to the City of Houston's neighborhoods and landscape.
 - 3.10 Provide a knowledge base to the HCDD's staff or its designees to convey the methodology so that staff understand the process and can effectively use the results.
 - 3.11 Use the most updated data from the National Establishment Time Series (NETS), in the EDI.
 - 3.12 Organize data on corridors of commercial activity to guide investment decisions.
 - 3.13 Analyze the same commercial corridors from the 2013 and 2016 Commercial Corridor Analysis (**Table 1**). Additional corridors shall be included based on the identified Super Neighborhoods located throughout the city.
 - 3.14 The Commercial Corridor Analysis will describe the number and types of firms in a commercial corridor, how many people they employ, and their sales volume (when applicable).
 - 3.15 The Commercial Corridor Analysis should also examine firm openings and closures over time to provide an overview of the relative stability and/or churn of individual commercial corridors.

- 3.16 Map the Commercial Corridor Analysis over MVA market types to highlight the relationship between the relative strength of the real estate market and commercial activity.
- 3.17 Project Review with HCDD with the contractor or representative will schedule meetings as a method to determine and discuss project status and recommended revisions if needed in the MVA and/or the EDI with HCDD, to include, but is not limited to:
 - 3.17.1 Creation, validation, and refinement of the MVA model
 - 3.17.1.1 Define cluster market types and tests results.
 - 3.17.1.2 Conduct field validation to validate different models.
 - 3.17.1.3 Present draft models to City of Houston and HCDD staff to solicit feedback.
 - 3.17.1.4 Revise test and update the MVA model until consensus is reached on a model that accurately represents market conditions.
 - 3.17.2 Commercial Corridor Analysis
 - 3.17.2.1 Map business data on MVA results.
 - 3.17.2.2 Analyze commercial activity within defined corridors over time – total business types sales employment and turnover.
 - 3.17.2.3 Present business data to reflect the relationship between commercial corridor conditions and the strength of local real estate markets.
- 3.18 Facilitate wrap-up meetings to address questions regarding the method and application of the MVA and EDI Study to the specific issues facing the city. The meetings could be a small group of invited guests, or a larger public meeting, as determined by HCDD based upon HCDD’s needs.
- 3.19 The additional Super Neighborhoods for this study shall be combined with Super Neighborhoods from the 2013 and the 2016 studies (**Table 1**) for the Commercial Corridor Analysis:
- 3.20 EDI Super Neighborhoods:

Table 1

Super Neighborhoods Added and Recaptured from 2013 (Exhibit A)	2016 Super Neighborhoods Captured (Exhibit B)
· Alief-Westwood	· Acres Homes (2013)
· Fort Bend-Houston	· East Downtown
· Gulfton	· Eastside
· Independent Heights (2013)	· Greater Fifth Ward (2013)
· Kashmere Gardens	· Fourth Ward
· Magnolia Park-Manchester	· Greater Houston
· O.S.T./South Union (2013)	· Greenspoint
· Second Ward	· Gulfgate
· Greater Third Ward	· Hardy/Near Northside (2013)

<ul style="list-style-type: none"> · South Acres / Crestmont 	<ul style="list-style-type: none"> · Harrisburg · Hiram Clarke · Lake Houston · Leland Woods · Market Square · Midtown · O.S.T./Almeda
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4.0 Meetings

The Contractor must participate in meetings, general discussions, and consultations with the HCDD on an as needed basis.

5.0 Exhibits

The following documents are provided as an aid in responding to this solicitation:

- See Exhibit “A” 2013 Market Value Analysis
- See Exhibit “B” 2016 Commercial Corridor Analysis
- See Exhibit “C” Deliverables, Milestones and Timeline Example
- See Exhibit “D” Roles and Responsibilities Example
- See Exhibit “E” - Price Proposal Template
- See Exhibit “F” Sample Contract

PART III – EVALUATION AND SELECTION PROCESS

1.0 Evaluation Committee

1.1 An evaluation committee shall evaluate Proposers’ submissions in accordance with the evaluation criteria listed in Section 5.0 below. Upon completion of the evaluation, the committee may develop a short list of Proposer(s) based on the entirety of the evaluation criteria listed in Section 5.0 (Technical Competence and Price Proposal). 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 for technical competence, if needed, and score the pricing criteria listed in Section 5.0 below. 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

2.1 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, 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).

5.0 Evaluation Criteria

5.1 Responsiveness of Proposal (Pass/Fail)

5.1.1 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 MWBE Compliance (Pass/Fail)

5.2.1 MWBE subcontracting participation of 24% or a demonstrated good faith effort by Proposer to meet such level of participation.

5.3 Financial Stability of the Proposer (Pass/Fail)

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

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

5.3.2 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:

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

OR

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

5.4 Technical Competence/Requirements

5.4.1 Qualifications and specialized experience of the firm as evidenced by projects of similar size and scope. (20 Points)

5.4.2 Quality and specialized experience of key personnel (project team) relative to projects of similar size and scope. (15 Points)

5.4.3 Quality of Strategic Planning Approaches: (35 Points)

5.4.3.1 Project Implementation

5.4.3.2 Proposed Deliverables

5.4.3.3 Stakeholder Participation Plan

5.4.4 Quality of the proposed project approach (20 Points)

5.4.4.1 Project management approach

5.4.4.2 Ability to complete work on time and within budget

5.5 Price Proposal (10 Points)

5.5.1 The Price Proposal should be in the form of EXHIBIT “C” – Price Proposal.

5.5.2 All costs for any data purchased for this project shall be included in the total price proposal cost. **(DATA PURCHASING COSTS ARE NON-REIMBURSABLE)**

5.5.3 Fee quotations are to include the names, title, fully-burdened hourly rates (inclusive of overhead and all labor costs), **annual project total, contract term total**, and any other relevant details. The fee schedule must also expressly include a breakdown identifying the dollar amount of profit in its fee attributable to each proposed costs or hourly rate, the annual project total, and total for the contract term (to enable compliance with 2 C.F.R. Section §200.324(b)).

5.5.4 The proposal should highlight key staff and positions that would likely be involved with projects. Consultants shall be capable of justifying the details of the fee proposal relative to personnel costs, overhead, how the overhead rate is derived, material and time, any expenses included in the cost, and dollar amounts of profit.

5.5.5 **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 Evaluation Matrix

Evaluation Criteria	Maximum Score
Responsiveness of Proposal	Pass/Fail

MWBE Compliance	Pass/Fail
Financial Stability of Proposer	Pass/Fail
Qualifications and specialized experience of the firm as evidenced by projects of similar size and scope	20
Quality and specialized experience of key personnel (project team) relative to projects of similar size and scope.	15
Quality of Strategic Planning Approaches	35
Quality of the Proposed Project Approach	20
Price Proposal	10
TOTAL SCORE	100

7.0 Additional Related Services

7.1 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. If so, Proposer should identify exemplary additional services that it would deem appropriate for the Scope of Work, if such services are not included in Proposers proposal and fee proposal.

PART IV – SUBMISSION OF PROPOSAL

1.0 Instructions for Submission

1.1 Number of Copies. Submit **one (1)** printed original in Blue Ink of the Technical Proposal, and **six (6)** electronic copies of the Technical Proposal on **thumb drives, not password protected**, 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

Price Proposal: Please submit, IN A SEPARATE SEALED ENVELOPE, the Price Proposal and MWBE document marked “Price Proposal”.

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. DST.

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

Proposals must be submitted as detailed below and in the tabbed format outlined as follows.

- 2.1 Tab 1 - Cover Letter: The cover letter shall be signed by an authorized representative of the proposer. The letter should indicate the proposer's commitment to provide the services proposed. In addition, the cover letter shall identify the members of the team that comprise the respondent. Indicate the organizational relationship of the team members.
- 2.2 Tab 2 - Offer and Submittal Form: See Exhibit I
- 2.3 Tab 3 - Executive Summary: Summary the key points of the proposal and restate the purpose of the RFP; highlight the part(s) of the proposal that are unique; and describe any results, conclusions, or recommendations from similar projects as it pertains to this RFP.
- 2.4 Tab 4 - Overall Strategy for Implementation: A process for project planning with budgeting and fee schedule should be at submitted. A high-level timeline should also be included to develop and expand into a project work plan with activities and key milestone dates. The plan will detail task lists to manage and coordinate activities for various stakeholder groups. The scope of work budgets should include the MVA and EDI for major economic corridors in 30 Super Neighborhoods (Table 1).

- 2.5 Tab 5 - Stakeholder Participation Plan: Meetings (by phone or in person, if possible) with key stakeholders identified by HCD to understand commercial corridor dynamics local market variation and the types of public intervention tools available to address challenges at multiple scales – locally city-wide and county-wide regionally.
- 2.6 Tab 6 - Proposed Strategy for Deliverables: Deliverables to be provided by the Contractor (“Firm”) during each stage of the project and identifies whether a party is an Accountable Party or a Contributing Party (where “A” means “Accountable Party” and “C” means “Contributing Party”). Within each phase and deliverable, the Proposer shall assign a contractor specific Milestone Reference Number in the Price Proposal (Exhibit E). Data needs should also be included in the strategy. Identify all administrative data required for providing all deliverables, as well as any data that will be specifically purchased (i.e. NETS data) for this project and **ensure all data costs are included in the budget.**
- 2.6.1 Payment Schedule: Payments shall be based on the Milestone Reference Number(s). (Exhibit C - Table 2)
- 2.7 Tab 7 - Qualifications of Proposer: Proposer shall include references and examples of work, as needed, to demonstrate how its experience is evident by similar projects of scope of work as required in the RFP, qualifications, and specialized experience of the firm.
- 2.8 Tab 8 - Key Personnel Responsible for the Project: Key project staff should be included in the RFP response and should be listed showing the key staff roles and responsibilities (Exhibit D - Table 3). A biographical sketch of each project staff member is required with qualifications and specialized experience of the key personnel listed.
- 2.8.1 Organization Chart: Include some form of the organization’s management and staffing.
- 2.9 Tab 9 - Client References: Provide reference name and name and contact information for whom Proposers has provided similar services to municipalities within the past three (3) years. Provide size and scope of each project with brief description of the projects. Specifically provide the following:
- 2.9.1 Name and location of project(s).
“CURRENT” reference contract name, telephone numbers, and email addresses, and Deployment completion date(s) or current status.
- 2.10 Tab 10 - M/WBE Participation: M/WBE Forms listed in Part VIII, Section 2.0 should be submitted with the Price Proposal in a separate sealed envelope bearing the assigned solicitation number and title.
- 2.11 Tab 11 - Financial Stability: Please refer to the requirements in **Part III, Section 5.3 – Financial Stability of the Proposer.**
- 2.12 Tab 12 - Exceptions to Sample Agreement: Provide any exceptions to the sample agreement and include the rationale for taking the exception. If alternate language is proposed, include the proposed language for consideration, along with the corresponding Article Nos. within the RFP.

- 2.13 Tab 13 - Legal Actions: Provide a list of any pending litigation and include a brief description of the reason for legal action.
- 2.14 Tab 14 - Forms and Certifications: Complete and return all forms and certifications provided in PART VIII – REQUIRED FORMS TO BE SUBMITTED WITH PROPOSAL.
- 2.15 Tab 15 - Proposer shall provide a detailed description of its plan to implement HUD Act of 1968 Section 3 ("Section 3") requirements, including plans for community engagement, advertising job vacancies, recruitment, hiring, and training Section 3 eligible staff. Page limit is 2 pages. The selected firm will be required to submit its Section 3 plan for review and approval by the City within 15 days of the contract start date. The City's Section 3 compliance requirements are located at <https://houstontx.gov/housing/section3.html>.

Price Proposal: Please submit, IN A SEPARATE SEALED ENVELOPE, the Price Proposal 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

- 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, 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.
- 1.2 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

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 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”)

3.1 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.

3.2 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.

3.3 Contracts funded in whole or in part by federal funding (e.g. Community Development Block Grants (CDBG)) are also subject to the requirement to solicit minority businesses, women’s business enterprises, and labor area surplus Proposers are used when possible, located at 2 C.F.R. § 200.321. The list of Labor surplus Proposers are provided at the Department of Labor’s website at <https://doleta.gov/programs/lisa.cfm>.

Regulation 2 C.F.R. § 200.321 requires, where subcontracting is permitted, contractors to take the following affirmative steps:

- I. Solicitation Lists. The Contractor must place small and minority businesses and women’s business enterprises on solicitation lists.
- II. Solicitations. The Contractor must assure that it solicits small and minority businesses and women’s business enterprises whenever they are potential sources.
- III. Dividing Requirements. The Contractor must divide total requirements, *when economically feasible*, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women’s business enterprises.
- IV. Delivery Schedules. The Contractor must establish delivery schedules, *where the requirement permits*, which encourage participation by small and minority businesses and women’s business enterprises.
- V. Obtaining Assistance. The Contractor must use 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.

- VI. Prime Contractor. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (I) through (V) of this section.

Selected contractor 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.

The Consultant must take these steps regardless of whether it has met the City's MWBE goal referenced above.

4.0 Pay or Play

City of Houston Contractors' Pay or Play Program: Proposers shall comply with the City's Pay or Play Program, as set out in Executive Order No. 1-7, the requirements and terms of which are incorporated into this RFP for all purposes. Proposers have reviewed the requirements of Executive Order No. 1-7 at <http://www.houstontx.gov/obo/popforms.html>. The Proposers should demonstrate that they have the willingness and ability to comply with the City's Contractors' Pay of Play Program.

5.0 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>

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. This RFP does not commit the City to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred by the proposer in preparing or responding, in any way to this RFP; nor does this RFP commit the City to award or execute a contract for the services or supplies requested in this RFP. Proposer shall have no cause of action against the City in the event the City, for any reason, cancels, suspends, reissues or terminates this RFP; rejects any proposals; withdraws any notice to award; or ultimately declines to enter into an agreement resulting from this RFP.

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>.

9.0 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.

10.0 Laws, Codes, & Safety Guidelines

10.1 **Federally-Funded Contract.** The successful bidder will be required to execute a standard City of Houston agreement. Proposers should be advised that once a project is awarded it will be a lump sum contract. Proposer acknowledges that Community Development Block Grant- Disaster Recovery (CDBG-DR) financial assistance may be used to fund this Agreement and will comply with all applicable Federal laws, regulations, executive orders and the U. S. Department of Housing and Urban Development (HUD) requirements. The contract will be subject to a not to exceed amount which the awarded contractor exceeds at its own risk.

10.2 **The City intends to utilize CDBG-DR funding for the agreement, if any, resulting from this RFP. This RFP, the award of a contract, and the execution of any agreement resulting from this RFP is subject to and contingent upon the availability of adequate federal (i.e. HUD and/or state (i.e. the Texas General Land Office “GLO”) grant funding for the City and the City’s receipt of the necessary approvals, such as HUD approval of an eighth amendment to the Hurricane Harvey State Action Plan, the requisite GLO approvals, and execution of various contract agreements between the City and GLO.**

10.3 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-6066-N-01, and FR-6109-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 the following:

10.3.1 Compliance with Environmental Laws. Selected Proposer 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**").

10.3.2 Permits. The Proposer 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.

HUD's Section 3 Program

Section 3: The work to be performed under any contract issued pursuant to this RFP is on a project assisted under a program providing federal financial assistance from the U.S. 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 C.F.R. Part 135 apply to any contract issued pursuant to this RFP. 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

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 Proposers contracted to the City and will be included in the Project Documents.

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 issued pursuant to this RFP. The Contractor certifies and agrees that there is no contractual or other disability which would prevent compliance with these requirements.

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.

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 C.F.R. 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.

Compliance with the provisions of Section 3, and all applicable rules and orders of HUD issued thereunder prior to the execution of any contract issued pursuant to this RFP 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.

The Contractor shall provide compliance forms as required by the City prior to the execution of any contract issued pursuant to this RFP.

PART VII – INSTRUCTIONS TO PROPOSERS

1.0 Virtual Pre-Proposal Conference

The Virtual Pre-Proposal Conference will be held at the date and time 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 ask 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 2:00 P.M., CST, May 14, 2021.** 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)

5.1 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** Exhibit I
 - Offer and Submittal
 - References- List of Previous Customers
 - List of Subcontractor(s)

- 2.0** Exhibit II – MWBE Forms (signed)
 - Attachment “A” Schedule of M/WBE Participation,
 - Attachment “B” Office of Business Opportunity and Contract Compliance MWBE Utilization Report - Notice of Intent
 - Attachment “C” City of Houston Certified MWSBE Subcontracting Agreement Terms
 - Attachment “D” Office of Business Opportunity and Contract Compliance MWBE Utilization Report

- 3.0** Exhibit III - City of Houston Ownership Information Form (**Statement of Residency Not Applicable**)
- 4.0** Exhibit IV - Anti-Collusion Statement
- 5.0** Exhibit V - Conflict of Interest Questionnaire
- 6.0** Exhibit VI - Certification Regarding Debarment, Suspension And Other Responsibility Matters
- 7.0** Exhibit VII – Anti-Lobbying Certification
- 8.0** Exhibit VIII – Equal Opportunity Clause

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

The required forms will be provided to the recommended vendor at the time the City issues a Notice of Intent to Award.

- 1.0** Certificate of Insurance & Endorsements

- 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 Program Acknowledgement Form (POP-1); <http://www.houstontx.gov/obo/payorplay/pop1.pdf>, Pay or Play Certification of Compliance with (POP-2) <http://www.houstontx.gov/obo/payorplay/pop2.pdf>, and Pay or Play List of Participating Subcontractors (POP-3) <http://www.houstontx.gov/obo/payorplay/pop3.pdf>

- 4.0** Texas Ethics Commission, Certificate of Interested Parties (Form 1295) <https://www.ethics.state.tx.us/tec/1295-Info.htm>

**EXHIBIT I
OFFER AND SUBMITTAL, REFERENCES, LIST OF SUBCONTRACTOR(S)**

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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 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
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
(M/W/BE Subcontractor) Opportunity to function in the aforementioned capacity.

_____ 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

The City of Houston Ownership Information Form is used to gather information to comply with:

- a. The City of Houston Contractor Ownership Disclosure Ordinance ([Chapter 15 of the Code of Ordinances, Article VIII. City Contracts; Indebtedness to City](#));
- b. The City of Houston Fair Campaign Ordinance ([Chapter 18 of the Code of Ordinances](#)); and,
- c. The State of Texas Statement of Residency Requirements ([Tex. Govt. Code Chapter 2252](#)).

Please complete the form, in its entirety, and submit it with the Official Bid or Proposal Form. Except as noted below regarding the Statement of Residency, failure to provide this information may be just cause for rejection of your bid or proposal.

NOTICE OF AFFIRMATIVE ACCEPTANCE OF THE 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 the Chapter 18 of the Code of Ordinances.

Further, pursuant to Section 18-36 of the Code of Ordinances, 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.

INSTRUCTIONS

1. Please **type** or **legibly print in dark ink** responses. Individuals and entities should disclose their full, legal names (not initials) and all required corporate letters ("Inc", "LLP", etc.).
 - a. If a firm is operating under an assumed name, the following format is recommended:
Corporate/Legal Name DBA Assumed Name.
2. Full addresses are required, including street types ("St", "Rd", etc.) and unit number.
3. Individuals or entities with 10% or more ownership of the corporation, partnership, or joint venture (including persons who own 100%) are required to be disclosed with their full name and full address. All officers and directors are also required to be disclosed with their full name and full address.

Orig. Dept.: FIN/SPD	File/I.D. No.: 64 – RCA #T29500
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EXHIBIT III
CITY OF HOUSTON OWNERSHIP INFORMATION FORM
 REV. 12/23/2019

PROJECT AND BID/PROPOSAL PREPARER INFORMATION

Project or Matter Being Bid: _____

Bidder's complete firm/company business information

Name:
 Business Address [No./Street]
 City / State / Zip Code
 Telephone Number

Bidder's email address

Email Address:

NOT APPLICABLE
STATEMENT OF RESIDENCY
(THE STATEMENT OF RESIDENCY PORTION OF THIS DOCUMENT IS NOT APPLICABLE IF THE SOLICITATION INDICATES FEDERAL FUNDS WILL BE USED)

TEX. GOV'T CODE §2252.001, §(4) defines a "**Resident bidder**" as a bidder whose principal place of business* is in this state, and includes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

TEX. GOV'T CODE §2252.001§ (3) defines a "**Nonresident bidder**" as a bidder who is not a resident in this state.

* Principal Place of Business in Texas means that the business entity:

- has at least one permanent office located within the **State of Texas**, from which business activities other than submitting bids to governmental agencies are conducted and from which the bid is submitted; and
- has at least one employee who works in the Texas office.

Based on the definitions above, your business is a: TEXAS RESIDENT BIDDER
 NONRESIDENT BIDDER

If you are a Nonresident Bidder, does your home state have a statute giving preference to resident bidders? If so, you must attach a copy of the statute to this Document.

A copy of the State of _____ statute is attached.

NOTE: The State of residency of a bidder is not used in the decision-making criteria for the award of contracts for projects receiving federal funding, whether in whole or in part.

Orig. Dept.: FIN/SPD	File/I.D. No.: 64 – RCA #T29500
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**EXHIBIT III
CITY OF HOUSTON OWNERSHIP INFORMATION FORM**

CONTRACTING ENTITY ORGANIZATIONAL ENTITY TYPE

FOR PROFIT ENTITY:

NON-PROFIT ENTITY:

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

- NON-PROFIT CORPORATION
- UNINCORPORATED ASSOCIATION

LISTING OF ADDRESSES

List all current and prior addresses where the bidder does/has done business or owns property (real estate and/or business personal property) in the city of Houston (“Houston”) in the past 3 years from the date of submittal of this form. If within the past 3 years from the date of submitting this form, the bidder does not and has not done business and has not or does not own property (real estate and/or business personal property) in Houston, please state “None” on the first line below.

Address

Address

Address

ATTACH ADDITIONAL SHEETS AS NEEDED.

**EXHIBIT III
CITY OF HOUSTON OWNERSHIP INFORMATION FORM**

LISTING OF OFFICERS

LIST ALL OFFICERS OF THE ENTITY, REGARDLESS OF THE AMOUNT OF OWNERSHIP (IF NONE STATE "NONE")

Name _____
Officer _____ Address _____

Name _____
Officer _____ Address _____

Name _____
Officer _____ Address _____

Name _____
Officer _____ Address _____

Name _____
Officer _____ Address _____

Name _____
Officer _____ Address _____

LISTING OF DIRECTORS OR MEMBERS

LIST ALL DIRECTORS OF THE ENTITY, REGARDLESS OF THE AMOUNT OF OWNERSHIP (IF NONE STATE "NONE")

Name _____
Director or Member _____ Address _____

Name _____
Director or Member _____ Address _____

Name _____
Director or Member _____ Address _____

Name _____
Director or Member _____ Address _____

Orig. Dept.: FIN/SPD	File/I.D. No.: 64 – RCA #T29500
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**EXHIBIT III
CITY OF HOUSTON OWNERSHIP INFORMATION FORM**

Name _____
Director or Member
Address

DISCLOSURE OF OWNERSHIP (OR NON-PROFIT OFFICERS)

Bidders are required to disclose all owners of 10% or more of the Contracting Entity. For non-profit entities, please provide the complete information for the President, Vice-President, Secretary, and Treasurer.

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:

DISCLOSURE OF OWNERSHIP (OR NON-PROFIT OFFICERS) continued.

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

Name:
Business Address [No./Street]
City / State / Zip Code
Telephone Number
Email Address:
Residence Address [No./Street]
City / State / Zip Code

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

Name:
Business Address [No./Street]
City / State / Zip Code
Telephone Number
Email Address:

Orig. Dept.:	FIN/SPD	File/I.D. No.:	64 – RCA #T29500
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EXHIBIT III

CITY OF HOUSTON OWNERSHIP INFORMATION FORM

Residence Address *[No./Street]*

City / State / Zip Code

ATTACH ADDITIONAL SHEETS AS NEEDED.

Orig. Dept.: FIN/SPD	File/I.D. No.: 64 – RCA #T29500
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EXHIBIT III
CITY OF HOUSTON OWNERSHIP INFORMATION FORM
OPTIONAL: TAX APPEAL INFORMATION

If the firm/company or an owner/officer is actively protesting, challenging, or appealing the accuracy and/or amount of taxes levied with a tax appraisal district, please provide the following information:

Debtor (Firm or Owner Name):	
Tax Account Nos.:	
Case or File Nos.:	
Attorney/Agent Name:	
Attorney/Agent Phone No.:	
Tax Years:	

Status of Appeal *[DESCRIBE]*:

If an appeal of taxes has been filed on behalf of your company, please include a copy of the official form received by the appropriate agency.

REQUIRED: UNSWORN DECLARATION

I certify that I am duly authorized to submit this form on behalf of the firm, that I am associated with the firm in the capacity noted below, and that I have personal knowledge of the accuracy of the information provided herein. I affirm that all the information contained herein is true and correct to the best of my knowledge. I understand that failure to submit accurate information with my submission may result in my submission being considered non-responsive and non-responsible.

Preparer's Signature	Date
_____	_____
Printed name	

Title	

Orig. Dept.:	FIN/SPD	File/I.D. No.:	64 – RCA #T29500
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EXHIBIT III

CITY OF HOUSTON OWNERSHIP INFORMATION FORM

NOTE: This form constitutes a **governmental record**, as defined by Section 37.01 of the Texas Penal Code. Submission of a false government record and falsification of a governmental record are crimes, punishable as provided in Section 37.10 of the Texas Penal Code.

**EXHIBIT IV
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 V
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 V
CONFLICT OF INTEREST QUESTIONNAIRE**

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity	FORM CIQ		
<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>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="padding: 2px;">OFFICE USE ONLY</th> </tr> </thead> <tbody> <tr> <td style="padding: 2px;">Date Received</td> </tr> </tbody> </table>	OFFICE USE ONLY	Date Received
OFFICE USE ONLY			
Date Received			
<p>1 Name of vendor who has a business relationship with local governmental entity.</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 VI

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

This Addendum and 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, Consultant is required to confirm that neither the Consultant, 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 this Addendum, the Consultant, also sometimes referred to herein as a prospective primary participant, is providing the certification set out below.
- 2) The inability of a Consultant to provide the certification required below will not necessarily result in denial of participation in the covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the City's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- 3) The certification in this clause is a material representation of fact upon which reliance was placed when the City determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the City, the City may terminate this transaction for cause or default.
- 4) The prospective primary participant shall provide immediate written notice to the City if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 5) 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 certification, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.
- 6) The prospective primary participant agrees by signing the Addendum that it shall not knowingly enter into any lower tier covered transactions 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. If it is later determined that the prospective primary participant knowingly entered into such a transaction, in addition to other remedies available to the City, the City may terminate this transaction for cause or default.
- 7) The prospective primary participant further agrees by signing this Addendum that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," as available through the United States Department of Homeland Security, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

- 8) 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 the covered transaction, 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 Non-Procurement Programs.
- 9) 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.

CERTIFICATION

- 1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Contractor Company Name

Name and Title

Signature

Date

EXHIBIT VII

ANTI-Lobbying Certification

The undersigned Consultant 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 agreement, 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 contracts 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 USC § 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 Consultant, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Consultant understands and agrees that the provisions of 31 USC § 3801 *et seq.*, apply to this certification and disclosure, if any.

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

EXHIBIT VIII

EQUAL OPPORTUNITY CLAUSE

Subrecipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause quoted and bolded below:

“During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, DocuSign Envelope ID: 7778F0C0-3C8B-4A02-B05B-8A582E4CFF54 GLO Contract No. 21-134-000-C788 Page 28 of 29 or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Subrecipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if Subrecipient so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

Subrecipient agrees that it will assist and cooperate actively with the GLO and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the DocuSign Envelope ID: 7778F0C0-3C8B-4A02-B05B-8A582E4CFF54 **GLO Contract No. 21-134-000-C788 Page 29 of 29** equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the GLO and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the GLO in the discharge of the GLO's primary responsibility for securing compliance.

Subrecipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts, as defined in 41 C.F.R. § 60-1.3, and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, Subrecipient agrees that if it fails or refuses to comply with these undertakings, the GLO may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this Contract; refrain from extending any further assistance to Subrecipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from Subrecipient; and refer the case to the Department of Justice for appropriate legal proceedings.

Subrecipient may make such necessary changes in language in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.