CITY OF HOUSTON

REQUEST FOR PROPOSALS (RFP)
SIDEWALK PLAN FOR GULFTON AND KASHMERE GARDENS
SOLICITATION NO.: S63-T29638

Date Issued:	September 4, 2020
Pre-Proposal Conference:	September 18, 2020 at 10:00 A.M (CT) Virtual Conference Conference Number: +1 936-755-1521 Conference ID: 931 772 977# (Please mute your phone for the duration of the call)
Pre-Proposal Questions Deadline:	September 28, 2020 @ 2:00 P.M. (CT)
Solicitation Due Date:	October 15, 2020 @ 4:00 P.M. (CT)
Solicitation Contact Person:	BJ Hubbard, Sr. Procurement Specialist benard.hubbard@houstontx.gov 832-393-8707

Project Summary: This is for a two (2) year contract with a one (1) year option to renew, for a maximum three-year contract term for resilient sidewalk plans for Gulfton and Kashmere Gardens and a City-wide Tool Kit.

Project Description: This RFP is being advertised to secure the services of a proposer/team to develop resilient sidewalk plans for Gulfton and Kashmere Gardens as case studies for scalable and replicable solutions to address similar challenges experienced across neighborhoods, city-wide.

NIGP Code: 578-63; 906-64; 918-92 **MWBE Goal: 24%**

Jerry Adams, Chief Procurement Officer

9/1, 2020

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PART I – GENERAL INFORMATION

1. General Information

1.1. The City of Houston ("City") is currently seeking proposals from qualified Proposers to provide planning services for the development of sidewalk plans for the Gulfton and Kashmere Garden districts.

1.2. In August 2017, Hurricane Harvey deluged Houston with rainfall totals approaching 50 inches throughout the greater Houston area resulting in widespread flooding. The effect of Hurricane Harvey to the City of Houston was significant, causing widespread damage in many areas including the condition of the sidewalks throughout the city.

1.3. Sidewalks are the connective tissue in a typical community and provide a critical travel option for pedestrians within the right-of-way. They also serve as the primary means of access to uses including residences, businesses, retail, and institutions. At the same time sidewalks, and their buffers, take up a significant amount of horizontal space within the right-of-way. This can be explored as a means for providing green infrastructure while contributing to a larger resiliency framework within a community, or the City at large.

1.4. Many sidewalks in the City of Houston are damaged or do not provide the appropriate level of mobility needed by communities, exacerbated during flood events including Hurricane Harvey. In many areas, the sidewalk infrastructure is non-existent, has heavily deteriorated, or presents issues with accessibility. Sidewalk challenges in Houston, include limited right-of-way, conflicts between drainage infrastructure, trees and greenspace, limiting the access between housing and quality amenities and services that need to be provided to all communities. This limited access is exacerbated when communities flood in storm events. Assessing the state of sidewalks, prioritizing highest-need areas, and developing scalable solutions will foster development of a reliable pedestrian network that will enable communities to recover more quickly following a disaster with improved access to lily pads and essential services such as groceries and medicine.

1.5. Many alternative sidewalk and drainage solutions will be explored to incorporate multiple benefits and improve overall mobility in neighborhoods. Various local governments across the United States have adopted innovative ideas to address these issues, that have proven to be effective in resolving mobility challenges, reducing maintenance costs, and enhancing neighborhoods and quality of life.

2. City of Houston Background

2.1. The City of Houston is the fourth largest city in the United States, comprising 23 departments with multiple locations throughout the City.

2.2. The $5 billion annual budget includes funding for general government expenditures and enterprise systems including the combined utility system and the airports. The $8 billion five-year capital improvement plan includes planned appropriations for general government and enterprise systems and is inclusive of major equipment purchases such as information technology systems and vehicles. For further details, please refer to FY2020 Adopted Budget as well as the most recent Monthly Financial Report (http://www.houstontx.gov/budget/index.html) and the FY20-24 Adopted Capital Improvement Plan (http://www.houstontx.gov/cip/).

3. Solicitation Schedule

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

EVENT	DATE
Date of RFP Issued	September 4, 2020
Pre-Proposal Conference	September 18, 2020
Questions from Proposers Due to City	September 28, 2020
Proposals Due from Proposers	October 15, 2020
Notification of Intent to Award (Estimated)	December 31, 2020
Council Agenda Date (Estimated)	January 20, 2020
Contract Start Date (Estimated)	February 1, 2020

PART II – SCOPE OF WORK

1. PURPOSE

1.1. The City is seeking a consultant to provide professional planning services (the Project) that will focus on developing neighborhood-specific strategies through two case-studies in Kashmere Gardens and Gulfton. The Kashmere Gardens community is located north and east of downtown Houston. Gulfton is located south and west of downtown Houston. Both have experienced severe disinvestment as a result of chronic flooding, influenced by unique hydrological challenges and development patterns. The boundaries and additional information regarding these communities can be found in Attachment B, which include Complete Communities plans and data books.

1.2. These communities have repeatedly flooded during the Memorial Day 2015, Tax Day 2016, and Hurricane Harvey floods. Kashmere Gardens is primarily roadside ditch neighborhood, while Gulfton is primarily curb and gutter stormwater infrastructure. In both neighborhoods, significant conflicts exist between drainage and accessibility and mobility. Establishing a sidewalks plan that incorporates drainage consideration for the area can improve mobility, particularly during flooding events and accelerate economic recovery from Hurricane Harvey. These case-studies will serve as examples for scalable and replicable solutions to address similar challenges experienced across neighborhoods, city-wide.

1.3. Various programs have identified the need to create a comprehensive plan for the area, including Living with Water (LWW) Houston and the Kashmere Gardens and Gulfton Complete Communities Initiatives, that are currently underway. The LWW Houston efforts, launched in 2018, gathered data, built consensus among experts and developed a strategy tool kit tailored to alleviate the chronic challenges faced by Houston that are exacerbated by flooding. The efforts focused on three neighborhoods, one being Kashmere Gardens. The report lays the foundation to develop a plan for the Kashmere Gardens area that will further its recovery and mitigate future flooding. This case study will take a deeper dive into integrating the flood risk reduction strategies proposed by LWW to community development factors including affordable housing, equity, transportation, emergency response, and mobility. This report is found in Attachment B.

1.4. The Gulfton community does not have a specific LWW plan; however, strategies from LWW Houston can also be replicated and scaled to be utilized for this neighborhood. In addition, the Gulfton Complete Community Plan specifies actions, developed through extensive community engagement and participation, which will serve as a foundation to address the flooding and mobility challenges evidenced in the community. The Plan states that “a completed community is a connected and resilient community with public transit, walkable streets and quality infrastructure.” One primary goal is to create safe streets and sidewalks by improving area sidewalks, pedestrian crossings, streetlights, and calming traffic, particularly around schools. The Plan also identifies increasing flood resilience by improving drainage systems. Priority sidewalk projects for improved crossings have been identified through this Plan which will serve as a foundation for developing the Resilient Sidewalks program. This report is found in Attachment B.

1.5. Development of the Focus Area plans should utilize a robust participatory planning process to ensure proposed plans incorporate the vision of residents, business owners, and experts but also develop a sense of ownership and pride.

2. OBJECTIVE

2.1. The City of Houston requires a robust and comprehensive sidewalk plan based on evaluation of various criteria including the following:

2.1.1. Alternative materials

2.1.2. Innovative design

2.1.3. Low-cost construction options

2.1.4. Maintenance requirements

2.1.5. ADA compliance

2.2. The sidewalk plan must have elements that are replicable at all scales and promote co-benefits that address multiple resilience challenges including improved health and recreation, addressing urban heat island effect and providing space to practice safe physical distancing due to the COVID-19 global pandemic. In addition to definition of construction and maintenance specifications, the Plan will:

2.2.1. Provide a cost-benefit analysis

2.2.2. Identify and prioritize areas with the highest needs based on equity

2.2.3. Develop budgets and identify funding streams for implementation

3. SCOPE OF WORK (SERVICES, ANALYSES, AND DELIVERABLES)

3.1 The City of Houston is seeking a qualified Proposer/team to provide comprehensive planning services. The scope of work incorporates the following: urban planning, urban design, maintenance evaluation, materials evaluation, drainage evaluation, legal implications, funding mechanisms, implementation strategies, cost-benefit evaluations, green storm water infrastructure evaluation, sustainability, resiliency, and equity.

3.2 The selected Proposer may include or partner with an Engineer, Landscape Architect, or other allied professionals to provide professional insight and contribute to innovative sidewalk solutions and recommendations for the Focus Areas, and the City-wide Tool Kit.

NOTE: Engineers, Landscape Architects or other such allied professionals included in the team, shall not provide engineering, landscape architecture, or other drawings (purposed for signing and sealing, and/or construction) for inclusion in the Focus Area Plans or Took Kit.

3.3 The tasks and deliverables that follow are envisaged to successfully execute the project:

3.4 TASK 1 – Baseline Analysis Report and Inventory

3.4.1 1a: City-wide Baseline Analysis Report – Proposer shall develop a city-wide baseline report which utilizes existing survey data related to the condition of sidewalks, identifies priority and areas of highest need, and integrates activities proposed under Houston Public Works'

Sidewalk Program, Planning and Development Department's Walkable Places, Complete Communities Initiative, Resilient Houston, Harvey Recovery efforts, and Living with Water Houston. In 2015-2016, Houston Public Works completed a survey and inventory, combined with service requests, to identify areas of highest needs. In addition to the above information, the Proposer may utilize other resources as necessary to produce this report.

3.4.2 Deliverable 1a: Baseline Analysis Report

3.4.3 1b: Focus Area Baseline Analysis - As a foundation for the development of the Plan, Proposer shall develop a baseline report for the Kashmere and Gulfton Complete Communities utilizing the tools from '1a' above and zooming in further to illuminate unique conditions in the communities that will inform and enrich the other elements of this planning study. This analysis should include an understanding of previous, ongoing and planned initiatives for the communities.

3.4.4 Deliverable 1bi: Focus Area Baseline Analysis – Kashmere Gardens

3.4.5 Deliverable 1bii: Focus Area Baseline Analysis – Gulfton

3.4.6 1c: Inventory – Proposer shall conduct a physical inventory of existing conditions of sidewalks in both communities. The inventory shall encompass the following activities:

3.4.6.1 Evaluation of current condition of sidewalks and highest need areas in Kashmere Gardens and Gulfton.

3.4.6.2 A walk audit with community members to validate findings of existing inventory and sidewalk conditions in both communities.

3.4.6.3 Patterns, coverage, hierarchy of use, accessibility, safety, ADA characteristics etc.

3.4.7 The inventory deliverables are:

3.4.7.1 Deliverable 1ci: Existing Conditions Evaluation – Kashmere Gardens

3.4.7.2 Deliverable 1cii: Existing Conditions Evaluation – Gulfton

3.4.7.3 Deliverable 1ciii: Walk Audit Summary – Kashmere Gardens

3.4.7.4 Deliverable 1civ: Walk Audit Summary – Gulfton

3.5 **TASK 2 – Stakeholder and Community Engagement**

3.5.1 Proposer shall conduct a robust, participatory, stakeholder and community engagement process to obtain input and buy-in from the community. The stakeholder and community engagement function should be on-going throughout the project development process. This task will encompass the following:

3.5.1.1 Focus Areas:

3.5.1.1.1 Coordinate with the Communities and the City to identify and form a stakeholder group to help steer the project. Stakeholders should include but are not limited to community leaders, youth, elderly, the disabled, business owners, developers, built-environment professionals, and City staff.

3.5.1.1.2 Conduct a minimum of four (4) Stakeholder meetings per community

throughout the course of the project. Determine if some of these may be focus group meetings.

3.5.1.1.3 Determine appropriate methods of community engagement/public outreach whether in-person or online to include a minimum of four (4) community engagement meetings per community: one at the beginning of contract award and three others appropriately spread throughout the course of the project.

3.5.1.2 City-wide Tool Kit:

3.5.1.2.1 Coordinate with the City to create a Stakeholder group to include City staff, City-wide stakeholders, built-environment professionals, subject-matter experts, interest groups, developers, business owners, residents etc. to focus on the development of the City-wide Tool Kit. The selected Proposer/team shall develop a system to coordinate the work of this group around subject-matters with relevant subject-matter experts. The group shall also lean on and coordinate with the process and lessons from the Focus Areas.

3.5.1.2.2 The Stakeholder meetings for the development of the Tool Kit shall be organized around subject-matters and elements of the Tool Kit. Conduct a minimum of one (1) meeting on each of these subject-matters as follows:

3.5.1.2.2.1. Sidewalk mobility framework, for existing and new sidewalks – systems, connectivity, accessibility, ADA, interaction with other transportation/mobility systems.

3.5.1.2.2.2. Resiliency, Green Stormwater Infrastructure, drainage, and flood mitigation, open ditch integration, with Houston-relevant solutions.

3.5.1.2.2.3. Constructability, materials, innovative techniques, and Houston-relevant solutions.

3.5.1.2.2.4. Funding mechanisms, legal implications, cost-benefit implications, potential City policy changes.

3.5.1.2.2.5. Coordination with the City's Infrastructure Design Manual (IDM), phasing, implementation Strategies, coordination with external agencies, overlay with other City initiatives and plans, potential city policy changes.

3.5.1.2.3 A minimum of two (2) other Stakeholder meetings to bring all the subject-matter experts together for a comprehensive tool kit meeting. Timing of these meetings will be determined within the project timeline.

3.5.2 Deliverable 2a: Public Comment and Response to Comments – Kashmere Gardens

3.5.3 Deliverable 2b: Public Comment and Response to Comments – Gulfton

3.5.4 Deliverable 2c: Minutes and Presentations of all Stakeholder meetings – Kashmere Gardens

3.5.5 Deliverable 2c: Minutes and Presentations of all Stakeholder meetings – Gulfton

3.5.6 Deliverable 2d: Minutes and Presentations of all Stakeholder meetings – City-wide Toolkit

3.6 **TASK 3 – Sidewalks Program**

3.6.1 The creation of a Sidewalk Program to include goals, policies, technical specifications, guidelines, alternatives, and recommendations for existing and new sidewalks for the Kashmere Gardens and Gulfton Communities. This will be in coordination and alignment with existing efforts including but not limited to Houston Public Works' Sidewalk Program, Planning and Development Department's Walkable Places, Complete Communities Initiative, Resilient Houston, Harvey Recovery efforts, and Living with Water Houston. It is anticipated that this task will be informed by other subsequent tasks outlined in this scope of work and may be revisited when additional information is obtained through the remaining tasks.

3.6.2 Feasibility analysis that includes technical feasibility, cost-benefit analysis, legal implications, including ADA requirements and their implications on constructability, implementation considerations, etc.

3.6.3 Deliverable 3a: Kashmere Gardens Community Resilient Sidewalks Program

3.6.4 Deliverable 3b: Gulfton Community Resilient Sidewalks Program

3.7 TASK 4 – Tool Kit and Technical Solutions

3.7.1 Based on outcomes from 'Task 3' develop potential technical and creative solutions, applicable to the City of Houston, in the form of a Tool Kit, which includes alternatives for materials, design, construction, and maintenance with an emphasis on multi-functional design that is replicable City-wide. This Tool Kit will be developed through a primary lens of resiliency, safety, and innovation.

3.7.2 Develop a program of recommended measures for existing and new sidewalks

3.7.3 Identify how the Tool Kit will be rolled-out to broader community partners.

3.7.4 Deliverable 4: Tool kit and Technical solutions applicable City-wide

3.8 TASK 5 – Implementation Strategy

3.8.1 To ensure the realization of this Plan and an effective and strategic implementation process to derive all its stated goals and recommendations, the following will be addressed, at a minimum, in this Task:

3.8.1.1 A phasing plan, timeline for implementation, and funding required.

3.8.1.2 Program of recommended measures for existing and new sidewalks with a detailed outline of tasks and responsible parties.

3.8.1.3 Identify funding mechanisms to sustain the proposed Plans.

3.8.1.4 Project prioritization strategies to include day 1, near-term, mid-term and long-term strategies for new and existing sidewalks.

3.8.1.5 Release and roll-out of Kashmere Gardens and Gulfton Resilient Sidewalk Plans based on available funding.

3.8.1.6 Implementation Strategy for City-wide Tool Kit

3.8.2 Deliverable 5a: Kashmere Gardens Community Implementation Strategy

3.8.3 Deliverable 5b: Gulfton Community Implementation Strategy

3.8.4 Deliverable 5c: City-wide Tool Kit Implementation Strategy

3.9 **TASK 6 – Project Management**

3.9.1 Ongoing Project Management for the life of the project including but not limited to the following:

3.9.1.1 Internal kick off meeting,

3.9.1.2 Progress reports,

3.9.1.3 Public and stakeholder meeting coordination and attendance,

3.9.1.4 General project management and coordination,

3.9.1.5 Presentations

Note: The tasks outlined above are not linear and some are concurrent. The selected Proposer shall present recommendations on how to structure and overlay these tasks in a logical manner within the project timeline.

PART III – EVALUATION AND SELECTION PROCESS

1. 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 scores for the technical competence requirements (e.g. proposer's background and experience providing similar services, management approach and understanding of scope requirements and background and experience of key personnel). The shortlisted Proposer(s) may be scheduled for a structured oral presentation, demonstration, interview and negotiations. Following these City-to-Proposer(s)' meetings, the evaluation 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 also 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. 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. Selection Process

3.1 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. After the evaluation process is complete, the City's Chief Procurement Officer (CPO), in his sole discretion, may disqualify a

Proposer based on negative references if it is determined the Proposer is not qualified to perform the work. 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. Best and Final Offer ("BAFO")

4.1 The City reserves the right to request a BAFO(s) from one or more finalists.

5. 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 M/WBE Compliance (Pass/Fail)

5.2.1 MWBE subcontracting participation of 24% or a demonstrated Good Faith Efforts 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;

<u>OR</u>

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 Proposer's Background and Experience Providing Similar Services (35 points) - Tab 2

5.4.1 The Project's success will require committed professional and technical team members engaged in the functions described in the Scope of Work.

5.4.2 Proposers shall include any examples of creative solutions or innovative approaches to problems in their Proposal.

5.4.3 The Proposer shall provide the following for the Proposer experience:

5.4.3.1 Matrix of Proposer experience working with municipalities and adherence to local, state, and federal regulatory standards.

5.4.3.2 Identify two previous qualifying planning/design projects where Proposer was engaged as a prime or sub-contractor. Include dates, locations, scopes, values, and specific roles.

5.4.4 Include after each qualifying planning/design project the following:

5.4.4.1 Project name

5.4.4.2 Location

5.4.4.3 Client, address, telephone number

5.4.4.4 Description of systems, services and/or staffing solutions provided by Proposer in support of project

5.4.4.5 Total contract gross amount (Proposer's amount, if different)

5.4.4.6 Proposed budget vs Actual

5.4.4.7 Principal-in-charge

5.4.4.8 Date completed

5.4.4.9 Client reference (name, position, phone, email address)

5.4.4.10 Relevant experience with other interfacing projects and associated scheduling consideration

5.4.4.11 Brief narrative description of project

5.4.5 Proposals must demonstrate the availability and degree of commitment of the Proposer and its candidates proposed for the project.

5.5 **Management Approach and Understanding of Scope Requirements (35 points) - Tab 3**

5.5.1 The Proposal will be evaluated on the adequacy and effectiveness of the described management approach to requirements. The Proposer should specify their approach to the Scope of Work that is described in this RFP, provide evidence of a clear and concise understanding of Tasks and Deliverables outlined in the Scope of Work.

5.5.2 The Proposer shall address its understanding of the following:

5.5.2.1 Proposed Scope of Work

5.5.2.2 The complexity, challenges and problems involved in planning and performing that work

5.5.2.3 Description on how to best utilize previous plans outlined in previous plans/programs to achieve project success. The links to all previous programs and plans can be found below and in Attachment B:

1. Houston Permitting Center - https://www.houstonpermittingcenter.org/office-city-engineer/design-and-construction-standards#agency-links-1471

2. Sidewalks Program - https://www.publicworks.houstontx.gov/sidewalk-program#:~:text=Home,Sidewalk%20Program,accessibility%20for%20people%20with%20disabilities.
3. Complete Communities Initiative - https://www.houstontx.gov/completecommunities/
4. Gulfton – (action plan) https://www.houstontx.gov/completecommunities/gulfton/Gulfton-Action-Plan-English.pdf
5. Gulfton- (data book) https://www.houstontx.gov/completecommunities/docs_pdfs/Gulfton/CC-GU_CommunityAssetBook_01_02_2018.pdf
6. Kashmere – (data book only, no action plan yet) https://www.houstontx.gov/completecommunities/kashmeregardens/docs_pdfs/CC-KG-DataBook_10_14_19.pdf
7. Walkable places - http://www.houstontx.gov/planning/Commissions/docs_pdfs/Walkable_Places_Summary_Report.pdf
8. Resilient Houston - https://www.houstontx.gov/mayor/Resilient-Houston-20200518-single-page.pdf
9. Living with Water - https://www.houstontx.gov/mayor/Living-With-Water-Final-Report.pdf

5.5.2.4 Proposer shall submit a proposed schedule for the Project.

5.5.2.5 Approaches and philosophy of dealing with key issues such as the following:

5.5.2.5.1 Maintenance and materials evaluation

5.5.2.5.2 Drainage evaluation

5.5.2.5.3 Legal implications

5.5.2.5.4 Funding mechanisms

5.5.2.5.5 Implementation strategies

5.5.2.5.6 Cost-benefit evaluations

5.5.2.5.7 Storm water infrastructure evaluation

5.5.2.5.8 Sustainability

5.5.2.6 Any additional issues of matters relating to the Scope of Work that the Proposer believes should be addressed.

5.6 **Background and Experience of Key Personnel (20 points) – Tab 4**

5.6.1 Proposer shall submit detailed resumes for the proposed project manager and key staff personnel.

5.6.2 Proposer shall highlight the role that the key personnel will take in the composition of the team and general allocation of responsibilities throughout the team.

5.6.3 Proposer shall identify which key personnel will be responsible for the various Tasks and Deliverables identified in the Scope of Work.

5.7 **Price Proposal (10 Points)**

5.7.1 The Fee Schedule Proposal must include fully burdened rates for the key personnel, by title, and must be broken down by each item under the scope of work.

5.7.2 The fee schedule proposal should be in the form of SCHEDULE "A" – RESOURCE LOADED STAFFING PLAN.

5.7.3 Price shall not be used to determine the shortlisted proposers.

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

6.0 Evaluation Matrix

Evaluation Criteria	Max Score
Responsiveness of Proposal	**Pass/Fail**
M/WBE Compliance	**Pass/Fail**
Financial Stability of Proposer	**Pass/Fail**
Proposer's Background and Experience Providing Similar Services	**35**
Management Approach and Understanding of Scope Requirements	**35**
Background and Experience of Key Personnel	**20**
Price Proposal	**10**
TOTAL	**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 financial services for disaster related funding, as provided herein, or deemed necessary and/or desirable by the City.

PART IV – SUBMISSION OF PROPOSAL

1. Instructions for Submission

1.1 Number of Copies. Submit **one (1)** printed original in Blue Ink of the Technical Proposal, and **seven (7)** 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

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.

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. 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 outside wrapping/ envelope of the Fee Schedule shall clearly identify the content as "Fee Schedule" and shall clearly indicate the RFP title, date, timefor 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 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. Submission Requirements

Please organize your proposal in the following tabular format:

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 and shall identify all staff members of the team. Define the organizational relationship of team members and projected responsibilities assigned for each. Provide the name of Proposer's company (including the name of any parent company), business address, e-mail address, Federal Tax ID number, telephone number, and fax number.

Tab 2: Proposer's Background and Experience Providing Similar Services

- Please provide your response to **Part III, Section 5.4** in this tab.

Tab 3: Management Approach and Understanding of Scope Requirements

- Please provide your response to **Part III, Section 5.5** in this tab.

Tab 4: Background and Experience of Key Personnel

- Please provide your response to **Part III, Section 5.6** in this tab.

Tab 5: Client References: Provide reference name and contact information for three (3) clients for whom Proposer has provided 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:

Name and location of project(s);
"CURRENT" reference contact name, telephone numbers, and e-mail addresses; and
Deployment completion date(s) or current status.

Tab 6: 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.

Tab 7: Financial Stability: Please refer to the requirements in **Part III, Section 5.3 – Financial Stability of the Proposer**.

Tab 8: 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.

Tab 9: Legal Actions: Provide a list of any pending litigation and include a brief description of the reason for legal action.

Tab 10: Forms and Certifications: Complete and return all forms and certifications provided in PART VIII – REQUIRED FORMS TO BE SUBMITTED WITH PROPOSAL.

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 Tab 8 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.

Part VI – SPECIAL CONDITIONS

1. 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 proposer 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. Equal Opportunity Employment

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

3. 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/lsa.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. 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. 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. 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. 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. 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.

9. Laws, Codes, & Safety Guidelines

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 unit-price contract. Proposer acknowledges that Federal Emergency Management Agency (FEMA)

financial assistance may be used to fund this Agreement and will comply with all applicable Federal laws, regulations, executive orders, FEMA requirements. The contract will be subject to a not to exceed amount which the awarded contractor exceeds at its own risk.

The City Intends to Utilize CDBG-DR Funding for the Agreement. In addition other federal, state, and local funding sources, the City intends to utilize CDBG-DR funding The selected Proposer 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, FR-6109-N-01, 24 C.F.R. part 570, and 2 C.F.R. part 200 and other Federal requirements. The selected Proposer shall comply with all laws, codes and safety guidelines applicable to the work being performed. For all laws, codes and safety guidelines cited here or elsewhere in specifications, the revision or edition in effect at the time of performance of the work shall apply. The laws, codes, and safety guidelines to be followed shall include, but are not limited to the following:

Compliance with Environmental Laws. Selected 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 US.C § 9602 et seq.), the Hazardous Material Transportation Act (49 U.SC. § 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.SC. § 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 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 have completed, signed and delivered a Voluntary Compliance Form (provided by the City) to the Director prior to the execution of this Agreement.

PART VII – INSTRUCTIONS TO PROPOSERS

1. 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. Additional Information and Specification Changes

Requests for additional information and questions should be addressed to the Finance Department, Strategic Procurement Division, B.J. Hubbard, Senior Procurement Specialist, preferably by e-mail to benard.hubbard@houstontx.gov no later than 2:00 PM, CT on Monday, September 28, 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. Letter(s) of Clarification

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.

The City does not assume responsibility for the receipt of any Letters of Clarification sent to Proposer(s).

4. Examination of Documents and Requirements

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.

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. 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

A. Offer and Submittal, List of References, and List of Proposed Subcontractors (Exhibit I)

B. 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

C. City of Houston Ownership Information Form (Exhibit III)

D. Anti-Collusion Statement (Exhibit IV)

E. Conflict of Interest Questionnaire (Exhibit V)

F. Certification for Debarment and Suspension (Exhibit VI)

G. Equal Opportunity Clause (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:

A. Insurance Requirements and Insurance Certificate

B. 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")

C. City Contractors' Pay or Play Acknowledgement Form (POP-1)http://www.houstontx.gov/obo/payorplay/pop1.pdf and Pay or Play Certificate of Compliance (POP-2) http://www.houstontx.gov/obo/payorplay/pop2.pdf

D. Requested information outlined in the scope of work and other additional relevant/supporting information, or alternate Proposal.

E. Texas Ethics Commission, Certificate of Interested Parties (Form 1295). Download a copy at https://www.ethics.state.tx.us/tec/1295-Info.htm

F. Anti-Lobbying Certification (Exhibit VII)

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 PROPOSER 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 I
LIST OF SUBCONTRACTORS(S)

The following is a list of Subcontractors we propose to engage on the following items of Work. Any item of Work which does not designate a Subcontractor will be done by the Proposer submitting the Proposal.

SEGREGATED PART OF WORK	SUBCONTRACTOR/SUPPLIER

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 Proposer may only be used for one 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 Proposers 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 Contactor)	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 polices and/or governing ordinance, contact the Office of Business Opportunity Division at 832.393.0600, 611 Walker Street, 7th Floor, Houston, Texas 77002.

EXHIBIT II
ATTACHMENT "D"
OFFICE OF BUSINESS OPPORTUNITY AND
CONTRACT COMPLIANCE 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

CITY OF HOUSTON OWNERSHIP INFORMATION FORM

REV. 12/23/2019

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.

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:

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._____

CITY OF HOUSTON OWNERSHIP INFORMATION FORM
REV. 12/23/2019

CONTRACTING ENTITY ORGANIZATIONAL ENTITY TYPE

FOR PROFIT ENTITY:

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

NON-PROFIT ENTITY:

- ☐ 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.

_____

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

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:
Residence Address *[No./Street]*
City / State / Zip Code

ATTACH ADDITIONAL SHEETS AS NEEDED.

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 receipted 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

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
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

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(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

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 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 CAUSE

The applicant/Consultant 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 CFR 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:

During the performance of this Agreement, the Consultant agrees as follows:

(1) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant 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 Consultant 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 Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, 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 Consultant 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, or action, including an investigation conducted by the employer, or is consistent with the Consultant's legal duty to furnish information.

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

(5) The Consultant 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 Consultant 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 Consultant's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government Agreements or federally assisted construction Agreements 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 Consultant 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 subcontract or vendor. The Consultant 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 Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

The applicant/Consultant 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 the applicant 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 Agreement.

The applicant/Consultant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Consultant and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant/ Consultant 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 Consultant debarred from, or who has not demonstrated eligibility for, Government contracts 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 Consultant and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.