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| CITY OF HOUSTON HOUSING AND COMMUNITY DEVELOPMENT | **CITY OF HOUSTON, TEXAS**<br>**NOTICE OF REQUEST FOR PROPOSAL (RFP)**<br>**SOLICITATION NO.: T24049** | **HCDD RETAIL DIVISION**<br>***"PARTNERING TO BETTER SERVE HOUSTON"*** |

**SOLICITATION DUE DATE/TIME:** ~~**October 18, 2013**~~ **October 24, 2013 at 3:00 P.M., CST**

**SUBMITTAL LOCATION:**

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

**DESCRIPTION:** **Community Development Block Grant (CDBG) – Public Services**

| | *Date* | *Time* | *Location* |
|---|---|---|---|
| **PRE-PROPOSAL CONFERENCE:** | **September 25 & 26 2013**<br>**October 7, 2013** | **1:00 P.M.** | **HCDD, 601 Sawyer, Conference Rm. First Floor, Houston, TX 77002** |

**In accordance with Texas Local Government Code. § Chapter 252, competitive sealed Proposals for the services specified will be received by the City Secretary's Office of the City of Houston at the above specified location, until the time and date cited. Offers must be in the actual possession of the City Secretary's Office on or prior to the time and date, and at the location indicated above. Late offers will not be considered.**

**Offers must be submitted in a sealed envelope or package with the Solicitation Number and the Offeror's name and address clearly indicated on the envelope or package. All offers must be typewritten. Additional instructions for preparing an offer are included in this Solicitation.**

**OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION**

**Solicitation Contact Person:**
**Derrick McClendon**

Name

**Derrick.McClendon@houstontx.gov**

E-Mail Address

(FOR) Housing & Community Development Director

10-3-13

Date

# SPECIAL INSTRUCTIONS TO OFFEROR(S)
# SOLICITATION NO.: T24049

## 1.0 INTRODUCTION:

1.1 The City of Houston, Housing and Community Development Department (HCDD) is seeking nonprofit organizations ('Contractor") that have their 501(c)(3) nonprofit status to provide Public Services programs to Houston citizens in the following areas: Homeless Services and Job Training/Education Services.

## 2.0 SUBMITTAL PROCEDURES:

2.1 Five (5) hard copies of the Proposal, including one (1) printed original signed in BLUE ink (clearly marked **"Original"**), four (4) copies (clearly marked **"Copy"**), and one (1) electronic CD copy to be submitted in a sealed envelope/box bearing the assigned Solicitation Number, located on the first page of the RFP document to:

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

2.2 The deadline for the submittal of the Proposal to the City Secretary's Office is no later than the date and time as indicated on the first page of the RFP document. Failure to submit the required number of copies as stated above may be subject for disqualification from the Proposal process.

2.3 Respondents may elect to either mail or personally deliver their Proposals to the City Secretary's Office.

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

## 3.0 PROPOSAL FORMAT:

3.1 The Proposal must be electronically generated, and the printed original signed in ink. They should not be submitted in elaborate or expensive binders. Legibility, clarity, and completeness are important and essential.

3.2 The Proposal must be signed by an individual(s) legally authorized to bind the Offeror(s), and must contain a statement that the Proposal and the budgets contained therein shall remain firm for a period of one hundred-eighty (180) days.

## 4.0 MANDATORY PRE-PROPOSAL CONFERENCE:

4.1 A Mandatory Pre-Proposal Conference will be held at the date, time, and location as indicated on the first page of the RFP document. Interested Offeror(s) should plan to attend. It will be assumed that potential Offeror(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. Copies of the RFP will not be distributed at the Pre-Proposal Conference.

## 4.0 ADDITIONAL INFORMATION AND SPECIFICATION CHANGES:

4.1 Requests for additional information and questions should be addressed to Housing and Community Development, Procurement Division, Derrick McClendon, telephone: 713.868.8369, fax: 713.868.8306, or e-mail (preferred method to): Derrick.McClendon@houstontx.gov, no later than ~~Tuesday, October 1, 2013 Wednesday~~, October 9, 2013 at 10:00 a.m. CST. The City of Houston shall provide written responses to all questions received in writing before the submittal deadline. Questions received from all Offeror(s) shall be answered and sent to all Offeror(s) who are listed as having obtained the RFP. Offeror(s) shall be notified in writing of any changes in the specifications contained in this RFP.

## 5.0 LETTER(S) OF CLARIFICATION:

5.1 All Letters of Clarification and interpretations to this Solicitation shall be in writing. Any Letter of Clarification(s) or interpretation that is not in writing shall not legally bind the City of Houston. Only information supplied by the City of Houston in writing or in this RFP should be used in preparing Proposal responses.

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

## 6.0 EXAMINATION OF DOCUMENTS AND REQUIREMENTS:

6.1 Each Offeror shall carefully examine all RFP documents and thoroughly familiarize themselves with all requirements prior to submitting a Proposal to ensure that the Proposal meets the intent of this RFP.

6.2 Before submitting a Proposal, each Offeror shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and requirements affecting the requirements of this RFP. Failure to make such investigations and examinations shall not relieve the Offeror from obligation to comply, in every detail, with all provisions and requirements of the RFP.

## 7.0 EXCEPTIONS TO TERMS AND CONDITIONS:

7.1 All exceptions included with the Proposal shall be submitted in a clearly identified separate section of the Proposal in which the Offeror clearly cites the specific paragraphs within the RFP where the Exceptions occur. Any Exceptions not included in such a section shall be without force and effect in any resulting contract unless such Exception is specifically referenced by the City Purchasing Agent, City Attorney, Director(s) or designee in a written statement. The Offeror's preprinted or standard terms will not be considered by the City as a part of any resulting contract.

7.2 All Exceptions that are contained in the Proposal may negatively affect the City's Proposal evaluation based on the evaluation criteria as stated in the RFP, or result in possible rejection of Proposal.

## 8.0 POST-PROPOSAL DISCUSSIONS WITH OFFEROR(S):

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

## 9.0 PROTEST:

9.1 A protest shall comply with and be resolved, according to the City of Houston Municipal Code, Chapter 15, Article 1 and rules adopted there under. Protests shall be submitted in writing and filed with both, the City Purchasing Agent and the Solicitation contact person as identified on the first page of the RFP. A pre-award protest of the RFP shall be received by the City Purchasing Agent prior to the contract award date. A post-award protest of an awarded contract shall be filed within ten (10) days after the protester knows, or should have known, the basis or outcome of the contract award.

9.2 A protest shall include the following:

9.2.1 The name, address, e-mail, and telephone number of the protester;

9.2.2 The signature of the protester or its representative who has the delegated authority to legally bind its company;

9.2.3 Identification of the RFP description and the RFP or contract number;

9.2.4 A detailed written statement of the legal and factual grounds of the protest, including copies of relevant documents, etc.; and

9.2.5 The desired form of relief or outcome, which the protester is seeking.

1.0 This RFP does not commit the City of Houston to award a contract, issue a purchase order, or to pay any costs incurred in the preparation of a Proposal in response to this request.

2.0 The Proposals will become part of the City's official files without any obligation on the City's part. All Responses shall be held confidential from all parties other than the City until after the contract is awarded. Afterward, the Proposals shall be available to the public.

3.0 The City of Houston shall not be held accountable if material from responses is obtained without the written consent of the Offeror by parties other than the City, at any time during the Proposal evaluation process.

4.0 In the event an Offeror submits trade secret information to the City, the information must be clearly labeled as a ***"Trade Secret."*** The City will maintain the confidentiality of such trade secrets to the extent permitted by law.

5.0 Offeror(s) shall not offer any gratuities, favors, or anything of monetary value to any official or employee of the City of Houston (including any and all members of Proposal evaluation committees).

6.0 Offeror(s) shall not collude in any manner, or engage in any practices, with any other Offeror(s), which may restrict or eliminate competition, or otherwise restrain trade. This is not intended to preclude subcontracts and joint ventures for the purposes of: a) responding to this RFP; or b) establishing a project team with the required experience and/or capability to provide the goods or services specified herein. Conversely, the City can combine or consolidate Proposals, or portions thereof, for the purposes mentioned above.

7.0 All Proposals submitted must be the original work product of the Offeror. The copying or paraphrasing of the work product of another Offeror is not permitted.

8.0 The RFP and the related responses of the selected Offeror will by reference (within either a contract or purchase order) become part of any formal Agreement between the selected Offeror and the City. The City and the selected Offeror may negotiate a Contract or contracts for submission to City Council for consideration and approval. In the event an Agreement cannot be reached with the selected Offeror, the City reserves the right to select an alternative Offeror. The City reserves the right to negotiate with alternative Offeror the exact terms and conditions of the contract.

9.0 Offeror(s), their authorized representatives and their agents are responsible for obtaining, and will be deemed to have, full knowledge of the conditions, requirements, and specifications of the RFP at the time a Proposal is submitted to the City.

10.0 The Agreement(s) shall become effective on or about **December 1, 2013,** for a term of one (1) year ~~with an additional one (1) year option. The City of Houston reserves the option of extending the Agreement(s) on an annual basis with an automatic renewal for one (1) additional one-year term, or portions thereof~~.

11.0 Clerical support and reproduction of documentation costs shall be the responsibility of the Prime Contractor. If required, such support and costs shall be defined in the negotiated Agreement.

12.0 Prime Contractor personnel essential to the continuity, and the successful and timely completion of the project should be available for the duration of the project unless substitutions are approved in writing by the City Project Director.

13.0 The Prime Contractor will be expected to adhere to all standard contractual requirements of the City which shall include, but are not limited to, provisions for: Time Extensions; Appropriation of Available Funds; Approvals; Term and Termination; Independent Contractor; Business Structure and Assignments; Subcontractors; Parties in Interest; Non-Waiver; Applicable Laws; Notices; Use of Work Products; Equal Employment Opportunity; Force Majeure; and Inspections and Audits.

14.0 The City may terminate its performance under a contract in the event of a default by the Prime Contractor and a failure to cure such default after receiving notice of default from the City. Default may result from the Prime Contractor's failure to perform under the terms of the contract or from the Prime Contractor becoming insolvent, having a substantial portion of its assets assessed for the benefit of creditors, or having a receiver or trustee appointed.

15.0 Prime Contractor must promptly report to the City Project Director any conditions, transactions, situation, or circumstances encountered by the Prime Contractor which would impede or impair the proper and timely performance of the contract.

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

17.0 The City reserves the right to waive any minor informality concerning this RFP, or to reject any or all Proposals or any part thereof.

18.0 The City reserves the right to request clarity of any Proposal after it has been received.

19.0 The City reserves the right to select elements from different individual Proposals and to combine and consolidate them in any way that best serves the City's interest. The City reserves the right to reduce the scope of the project and evaluate only the remaining elements from all Proposals. The City reserves the right to reject specific elements contained in all Proposals and to complete the evaluation process based only on the remaining items.

20.0 The selected Offeror(s) must furnish a "Certificate of Registration" which authorizes them to conduct business in the State of Texas prior to the awarding of the contract. Such Registration is obtained from the Texas Secretary of State's Office, which will also provide the certification thereof.

21.0 After contract execution, the successful Offeror shall be the Prime Contractor and responsible party for contracting and communicating the work to be performed to subcontractors, and for channeling other information between the City and subcontractors. Any subcontracting must be specified in the Proposal. Any subcontracting not specified in the Proposal will need prior written approval from the City Purchasing Agent.

22.0 Prime Contractor assumes total responsibility for the quality and quantity of all work performed, whether it is undertaken by the Prime Contractor or is subcontracted to another organization.

23.0 If subcontractor involvement is required in the use of license, patent, or proprietary process, the Prime Contractor is responsible for obtaining written authorization from the subcontractor to use the process, or provide another process comparable to that which is required and which is acceptable to the City, all at no additional cost or liability to the City.

## 1.0 INDEMNITY AND RELEASE:

1.1 RELEASE

PRIME CONTRACTOR/SUPPLIER AGREES TO AND SHALL RELEASE THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE CITY'S SOLE OR CONCURRENT NEGLIGENCE AND/OR THE CITY'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY.

1.2 INDEMNIFICATION

PRIME CONTRACTOR/SUPPLIER AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:

1.2.1 PRIME CONTRACTOR/SUPPLIERS AND/OR ITS AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, CONTRACTORS, OR SUBCONTRACTORS (COLLECTIVELY IN NUMBERED PARAGRAPHS 1.1-1.3, "PRIME CONTRACTOR/SUPPLIER") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;

1.2.2 THE CITY'S AND PRIME CONTRACTOR/SUPPLIER'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER PRIME CONTRACTOR/SUPPLIER IS IMMUNE FROM LIABILITY OR NOT; AND

1.2.3 THE CITY'S AND PRIME CONTRACTOR/SUPPLIER'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER PRIME CONTRACTOR/SUPPLIER IS IMMUNE FROM LIABILITY OR NOT.

1.2.4 PRIME CONTRACTOR/SUPPLIER SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THE AGREEMENT TERMINATES. PRIME CONTRACTOR/SUPPLIER'S INDEMNIFICATION IS LIMITED TO $500,000 PER OCCURRENCE. PRIME CONTRACTOR/SUPPLIER SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.

1.2.5 CONTRACTOR AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE CITY) FROM ALL CLAIMS OR CAUSES OF ACTION BROUGHT AGAINST THE CITY ALLEGING THAT THE CITY'S USE OF ANY EQUIPMENT, SOFTWARE, PROCESS, OR DOCUMENTS CONTRACTOR FURNISHES DURING THE TERM OF THIS AGREEMENT INFRINGES ON A PATENT, COPYRIGHT, OR TRADEMARK, OR

MISAPPROPRIATES A TRADE SECRET. CONTRACTOR SHALL PAY ALL COSTS (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS, AND INTEREST) AND DAMAGES AWARDED. CONTRACTOR SHALL NOT SETTLE ANY CLAIM ON TERMS WHICH PREVENT THE CITY FROM USING THE EQUIPMENT, SOFTWARE, PROCESS, AND DOCUMENTS WITHOUT THE CITY'S PRIOR WRITTEN CONSENT. WITHIN 60 DAYS AFTER BEING NOTIFIED OF THE CLAIM, CONTRACTOR SHALL, AT ITS OWN EXPENSE, EITHER (1) OBTAIN FOR THE CITY THE RIGHT TO CONTINUE USING THE EQUIPMENT, SOFTWARE, PROCESS, AND DOCUMENTS OR, (2) IF BOTH PARTIES AGREE, REPLACE OR MODIFY THEM WITH COMPATIBLE AND FUNCTIONALLY EQUIVALENT PRODUCTS. IF NONE OF THESE ALTERNATIVES IS REASONABLY AVAILABLE, THE CITY MAY RETURN THE EQUIPMENT, SOFTWARE, OR DOCUMENTS, OR DISCONTINUE THE PROCESS, AND CONTRACTOR SHALL REFUND THE PURCHASE PRICE.

1.3 INDEMNIFICATION-SUBCONTRACTOR'S INDEMNITY

1.3.1 CONTRACTOR SHALL REQUIRE ALL OF ITS SUBCONTRACTORS (AND THEIR SUBCONTRACTORS) TO RELEASE AND INDEMNIFY THE CITY TO THE SAME EXTENT AND IN SUBSTANTIALLY THE SAME FORM AS ITS RELEASE AND INDEMNITY TO THE CITY.

**2.0 INDEMNIFICATION PROCEDURES:**

2.1 Notice of Claims. If the City or Prime Contractor receives notice of any claim or circumstances which could give rise to an indemnified loss, the receiving party shall give written notice to the other party within 30 days. The notice must include the following:

2.1.1 a description of the indemnification event in reasonable detail,

2.1.2 the basis on which indemnification may be due, and

2.1.3 the anticipated amount of the indemnified loss.

2.2 This notice does not stop or prevent the City from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the City does not provide this notice within the 30-day period, it does not waive any right to indemnification except to the extent that Prime Contractor/Supplier is prejudiced, suffers loss, or incurs expense because of the delay.

2.3 Defense of Claims.

2.3.1 Assumption of Defense. Prime Contractor may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the City. Prime Contractor/Supplier shall then control the defense and any negotiations to settle the claim. Within 10 days after receiving written notice of the indemnification request, Prime Contractor must advise the City as to whether or not it will defend the claim. If Prime Contractor does not assume the defense, the City shall assume and control the defense, and all defense expenses constitute an indemnification loss.

2.3.2 Continued Participation. If Prime Contractor elects to defend the claim, the City may retain separate counsel to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. Prime Contractor may settle the claim without the consent or agreement of the City, unless it (i) would result in injunctive relief or other equitable remedies or otherwise require the City to comply with restrictions or limitations that adversely affect the City, (ii) would require the City to pay amounts that Prime Contractor does not fund in full, (iii) would not result in the City's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

## 3.0 CONTRACTOR PERFORMANCE LANGUAGE:

3.1 Contractor should make client satisfaction a priority in providing services under this contract. Contractor's employees should be trained to be customer-service oriented and to positively and politely interact with clients when performing contract services. Contractor's employees should be clean, courteous, and neat in appearance at all times and committed to offering the highest degree of service to the public. If, in the Director's determination, the Contractor is not interacting in a positive and polite manner with clients, the Contractor shall take all remedial steps to conform to the standards set by this contract and is subject to termination for breach of contract.

## 4.0 INSPECTIONS AND AUDITS:

4.1 City representatives may have the right to perform, or have performed, (1) audits of Contractor's books and records, and (2) inspections of all places where work is undertaken in connection with this Agreement. Contractor shall keep its books and records available for this purpose for at least three (3) years after this Agreement terminates. This provision does not affect the applicable statute of limitations.

## 5.0 INTERPRETING SPECIFICATIONS:

5.1 *The specifications and product references contained herein are intended to be descriptive rather than restrictive. The City is soliciting Proposals to provide a complete product and service package, which meets its overall requirements. Specific equipment and system references may be included in this RFP for guidance, but they are not intended to preclude Offeror(s) from recommending alternative solutions offering comparable or better performance or value to the City. Unless specifically stated otherwise with regard to a specific item of equipment, it should be assumed that the City requires all equipment proposed for this project to be supported by a manufacturer's warranty, which is equal to or better than the prevailing standard in the industry.*

5.2 Changes in the specifications, terms and conditions of this RFP will be made in writing by the City prior to the Proposal due date. Results of informal meetings or discussions between a potential Offeror(s) and a City of Houston official or employee may not be used as a basis for deviations from the requirements contained in this RFP.

## 6.0 CONTRACTOR DEBT:

6.1 **IF CONTRACTOR, AT ANY TIME DURING THE TERM OF THIS AGREEMENT, INCURS A DEBT, AS THE WORD IS DEFINED IN SECTION 15-122 OF THE HOUSTON CITY CODE**

**OF ORDINANCES, IT SHALL IMMEDIATELY NOTIFY THE CITY CONTROLLER IN WRITING. IF THE CITY CONTROLLER BECOMES AWARE THAT CONTRACTOR HAS INCURRED A DEBT, HE SHALL IMMEDIATELY NOTIFY CONTRACTOR IN WRITING. IF CONTRACTOR DOES NOT PAY THE DEBT WITHIN 30 DAYS OF EITHER SUCH NOTIFICATION, THE CITY CONTROLLER MAY DEDUCT FUNDS IN AN AMOUNT EQUAL TO THE DEBT FROM ANY PAYMENTS OWED TO CONTRACTOR UNDER THIS AGREEMENT, AND CONTRACTOR WAIVES ANY RECOURSE THEREFOR.**

~~1.0 LOCAL MINORITY/WOMEN BUSINESS ENTERPRISE PARTICIPATION:~~

~~1.1 Contractor shall comply with the City's Minority and Women Business Enterprise ("M/WBE") programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances, to the extent applicable. Contractor shall make good faith efforts to award subcontracts or Supply Agreements in at least 17% of the value of this Agreement to M/WBEs. Contractor acknowledges that it has reviewed the requirements for good faith efforts on file with the City's Office of Business Opportunity ("OBO"), and will comply with them, if applicable.~~

~~1.2 Contractor shall require written subcontracts with all M/WBE subcontractors and shall submit all disputes with M/WBEs to binding arbitration to be conducted in Houston, Texas, if directed to do so by the OBO Director. M/WBE subcontracts must contain the Terms set out in **Exhibit H**.~~

## 2.0 CITY CONTRACTOR OWNERSHIP DISCLOSURE ORDINANCE:

2.1 City Council requires knowledge of the identities of the owners of entities seeking to contract with the City in order to review their indebtedness to the City prior to entering into contracts. Therefore, all respondents to this RFP must comply with Houston Code of Ordinances Chapter 15, as amended (Sections 15-122 through 15-126) relating to the disclosure of owners of entities bidding on, proposing for or receiving City contracts.

2.2 Completion of Exhibit VI – "Affidavit of Ownership or Control" will satisfy this requirement. Failure to provide this information may be just cause for rejection of your bid or Proposal.

## 3.0 CITY OF HOUSTON FAIR CAMPAIGN ORDINANCE:

3.1 The City of Houston Fair Campaign Ordinance makes it unlawful for a Contractor to offer any contribution to a candidate for City elective office. For purposes of this ordinance a contract is defined as any contract for goods or services having a value in excess of $30,000 or more, regardless of the way by which it was solicited or awarded. **Exhibit V** of this RFP describes the contract and documentation requirements relating to this Ordinance.

## 4.0 PROJECT ADMINISTRATION:

4.1 Questions regarding the scope of the project, technical specifications, proposed applications, etc., may be addressed to the project manager at the Pre-Proposal conference.

## 5.0 PROCUREMENT TIMELINE/SCHEDULE:

5.1 Listed below is the important and estimated completion dates and times for this Request for Proposal (RFP).

5.2

| EVENT | DATE |
|---|---|
| Date of RFP Issued | September 16, 2013 |
| Pre-Proposal Conference | September 25 & 26, 2013; October 7, 2013 |
| Questions from Proposers Due to City | ~~October 1, 2013~~ October 9, 2013 |
| Proposals Due from Offeror(s) | ~~October 18, 2013~~ October 24, 2013 |
| Notification of Intent to Award (*Estimated*) | ~~November 1, 2013~~ November 8, 2013 |
| Council Agenda Date (Estimated) | November 20, 2013 |
| Contract Start Date *(Estimated)* | December 1, 2013 |

## EXHIBIT A – General Specifications

### Introduction

Welcome to the City of Houston's Community Development Block Grant (CDBG) Program FY 2013-2014 Request for Proposal (RFP). The CDBG program is administered by the City of Houston (City) through the Housing and Community Development Department (HCDD). This RFP will be issued a one-year period (12-months) for non-profit organizations serving City of Houston residents.

The CDBG program, funded by the U.S. Department of Housing and Urban Development (HUD), provides annual grants on a formula basis to entitlement cities and counties. The national objectives of the CDBG program are to develop viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for low and moderate-income people. Federal regulations require that CDBG funds be used for projects that qualify as meeting one of the National Objectives of the program and the eligible activity criteria. Projects that fail to meet the applicable tests will NOT BE considered for funding.

The amount of funding available to non-profits for Public Services for 2011-2012 is approximately, $1,300,000.00, of which $750,000 will be allocated to homeless services and $550,000 to Job Training/Education Services.

### Eligibility and Criteria

Proposals are presently being solicited from nonprofit organizations that have received their 501(c)(3) nonprofit status to provide Public Services programs to Houston citizens.

Nonprofit applicants must:

- Be organized under Texas State law
- Have no part of its net earnings inuring to the benefit of any member, founder, contributor or individual
- Have a functioning accounting system that is operated in accordance with generally accepted accounting principles, or had designated an entity that will maintain such an accounting system
- Have a program that meets one of the CDBG National Objectives and eligible activity criteria
- Be eligible to participate in HUD and city-funded programs
- Respond to the needs of the City of Houston as outlined in the HCDD Consolidated Plan.

All applicants must provide a current budget showing the applicant's capacity to execute the proposed project and the ability to secure additional funding necessary to operate the proposed project. All not-for-profit organizations must also maintain a current 501(c)(3) status and be in good standing with the Texas Secretary of State.

***CDBG National Objectives***

1. To benefit low and moderate income persons
2. To aid in the prevention or elimination of slums or blight
3. To meet community development needs having a particular urgency

**Threshold Requirements**

All proposals must meet the following minimum threshold requirements:

- Applicants that are not-for-profit organizations must provide evidence of current 501(c)3 tax exempt status from the Internal Revenue Service and evidence of good standing with the Texas Secretary of State.

- Applicant is current in all financial obligations with the City of Houston. The City of Houston will not fund an organization or agency with outstanding disallowed costs, defaulted loans, debarment actions or any other legal encumbrances, regardless of the merits of the submitted proposal.

- Applicant organization must certify that it operates a drug free environment.

- Applicant organization must certify that it complies with the Americans with Disabilities Act of 1990 (ADA), as amended (P.L. 110-325).

- Applicants must have Board of Directors certify that it has a three (3) – month cash flow reserve.

- Applicants must certify that it has a Non-Discrimination Policy and provide copies of that policy.

- All applicants must not exceed the budget ceiling or request less than the budget floor.

- Currently Funded CDBG - PUBLIC SERVICES applicants must meet the following additional minimum threshold requirements:

    - Agency must be in compliance with all terms of their most recent CDBG – Public Services contract requirements.
    - Agency must not have a serious unresolved HUD nor City monitoring finding or audit findings of a material nature regarding any of the agency's CDBG - Public Services funded projects or other federal funded projects.

If the applicant fails to demonstrate that these requirements have been met, the proposal will not be reviewed further.

**Eligible CDBG – Public Services Funded Activities**

Eligible activities under the CDBG - PUBLIC SERVICES program, which will be funded through this application, are limited to the following activities:

- Homeless Services
  - Transportation
  - Outreach Expansion
  - Day Shelter
- Job Training/Education Services

***Premature Committing or Expending Funds*** -- Program expenses that have been committed or spent prior to City Council approval, environmental clearance and execution of the CDBG contract are not eligible for reimbursement.

***Accessibility to Persons with Disabilities*** -- Programs, information, participation, communications and services must be accessible to persons with disabilities and comply with the Americans with Disabilities Act (ADA).

***Clarity of RFP Contents*** -- The content and clarity of your application are critical. Applicants should take extra care in developing a clear, concise program design and measurable, results-oriented goals.

***Disclosure of Information*** -- All materials submitted in response to this RFP shall become the property of the City upon delivery to the address set forth. By submitting a proposal, the applicant agrees that the contents of every proposal is confidential and proprietary and waives any right to access those proposals. The forgoing waiver shall not apply to the proposal selected hereunder, or to the proposal of any applicant contesting, appealing, protesting or otherwise challenging an award or recommendation. Any applicant submitting a proposal hereunder further acknowledges and agrees that the City is a public entity, which is required by laws governing public records and shall not be liable for disclosures, required by law.

**EXHIBIT B – Detailed Specifications for CDBG – Public Service Funding**

The following target amounts have been established for allocation of CDBG – Public Service funds through this RFP.

| | |
|---|---|
| • Homeless Services | $ 750,000.00 |
| • Job Training/ Education Services | $ 550,000.00 |
| Total Anticipated Available CDBG PS Funds 2013-2014 | $1,300,000.00 |

***Please note that there is a ceiling amount of $250,000.00 and a floor of $70,000 per application request. Any application that requests more than the ceiling or less than the floor will not be considered. This is a threshold requirement.***

**Timely Expenditure of Funds**

HUD regulations require timely expenditure of CDBG – Public Services funds. Applicants for CDBG - Public Services and operating funds must be able to begin expenditure of funds within thirty days of application approval. New projects and programs should be able to demonstrate that funding needed for ongoing operation of the project/program will be available.

**Faith-Based Organizations**

Faith-based organizations are an important part of the social service network. HUD issued a final rule amendment allowing faith-based organizations to compete for CDBG funding on the same basis as other nonprofits. However, faith-based organizations cannot use CDBG funds to support worship, religious instruction or proselytization. Religious activities must be offered separately from the CDBG supported activity. Faith-based organizations that participate in the CDBG program will retain independence from federal, state, and local governments and may carry out its mission provided CDBG funds are not used to support religious activities. Faith-based organizations that participate in the CDBG program shall not discriminate against a program beneficiary on the basis of religion or religious belief.

**Nondiscrimination and Equal Opportunity**

All activities funded by CDBG – Public Services resources must be made available for all eligible persons without respect to their race, color, religion, sex, national origin, age, familial status, or handicap (§574.603).

**Environmental Clearance**

Projects funded with CDBG – Public Services are subject to environmental review requirements under federal regulation (24 CFR Part 50), and no funds can be committed and expended until the activity has received an environmental clearance. No exceptions can be made.

**Match Requirement and Leveraged Funding**

A match requirement is not required for the categories of funding available under this RFP, however, applicants are encouraged to provide in-kind or financial contributions that can be used for leveraging and will receive priority consideration for such contributions. Leveraging is based solely on the program in which funds are being requested for and must have documentation presented.

**EXHIBIT C – Evaluation and Approval Overview**

**Submission**

An initial review of the proposal will be performed to ensure that it is complete and all supporting documents have been submitted. **Incomplete proposal packages will not be considered.** A cure period or opportunity to revise or correct proposals will not be granted. The applicant will be informed that the proposal is incomplete and will not receive further consideration for funding. Organizations that are not considered for the current funding cycle will have an opportunity to submit an application at the next open Request for Proposals.

**CDBG Support**

Once a project has received the conditional commitment from the Director of HCDD, the proposal is forwarded to the CDBG Program Staff for negotiation and implementation.

CDBG Program Staff responsibilities include:

- Contract negotiation with agency
- Clarification of services to be provided by agency
- Development of all documentation/contract/scope of services for department approval
- Submission of proposal to HCDD Committee and Houston City Council for approval
- Assignment of Relationship Manager

All proposals submitted during submission period once reviewed and approved, will commence at the end of that agency's existing contract with the Department. New programs/services will commence at the countersignature date of the City of Houston Controller's Office.

HCDD makes a recommendation to enter contracts and the Houston City Council will make the final decision to enter into contract with one or more qualified agencies. An offer to contract may be withdrawn upon the City's determination that reasonable attempts to negotiate an agreement have failed.

**EVALUATION SUMMARY:**

An evaluation committee will develop a short list of Offeror(s) based upon the initial review of each Proposal received. The short listed Offeror(s) may be scheduled for a structured oral presentation, demonstration and/or interview. Such presentations will be at no cost to the City of Houston. At the end of the oral presentation, demonstration and/or interview, the evaluation of the short listed Offeror(s) will be completed. However, the evaluation committee reserves the right to issue letter(s) of clarity when deemed necessary to any or all Offeror(s). The oral presentations, demonstrations and/or interview may be recorded and/or videotaped.

**SELECTION PROCESS:**

The award of this contract(s) will be made to the respondent(s) offering the response which best meets the needs of the City. The City may make investigations, as it deems necessary, to determine the

capabilities of the Offeror(s) to create, modify and implement the required application modules. The Offeror(s) shall furnish to the City such data as the City may request for this purpose. The City reserves the right to reject any offer if the evidence submitted by or the investigation of the Offeror(s) fails to satisfy the City or the Offeror(s) is deemed unqualified to provide the services contemplated.

Each Proposal will be evaluated on the basis of the following evaluation criteria that are listed in order of importance below:

1. Proposed Strategy and Operational Plan
2. Expertise/Experience/Qualifications
3. Conformance to RFP Requirements
4. Financial Strength of Offeror
5. Cost

**EXHIBIT C -- SUBMISSION**

To simplify the review process and to obtain the maximum degree of comparability, the Proposal must follow the outline as set forth below and, at a minimum, contain the information as requested. Offeror(s) are encouraged to include additional relevant information.

## 1.0 TITLE PAGE:

1.1 The title page should include the title and number of the RFP, name and address of the Offeror(s), and the date of the Proposal.

## 2.0 OFFER & SUBMITTAL FORM:

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

## 3.0 LETTER OF TRANSMITTAL:

3.1 A letter of transmittal shall include the following:

3.1.1 The names, titles, addresses, and telephone numbers of the individuals who are authorized to make representation on behalf of the Offeror.

3.1.2 A statement that the per-unit proposed price and/or lump sum (if prices are proposed) is the total fixed price for the equipment and services enumerated.

3.1.3 A statement that the person signing the letter of transmittal is authorized to legally bind the Offeror; that the Proposal and the total fixed price contained therein shall remain firm for a period of one hundred-eighty (180) days, and that the Proposal will comply with the requirements and arrangements stated in the RFP.

## 4.0 CDBG – Public Services Program Checklist:

3.1 CDBG – Public Services Program Checklist, with agency name and amount of funds being requested, with proposed activity checked.

3.1.1 All parts of the checklist in its entirety and in order.

## PART 1: CDBG - PUBLIC SERVICES PROGRAM CHECKLIST

Agency Name:_____ Amount of funds requested: _____

*The following documents, in compliance with City, State and Federal regulations, must be submitted with all applications. Please use this checklist as a guide to completing your proposal. Place a check mark by the items included in the proposal. If you feel the item does not apply to your proposal, please indicate with "N/A." Additional justification must be provided within the documentation.*

_____One original and 4 copies of Parts 1 through 16
_____PART 1: CDBG – Public Services Program Checklist
_____PART 2: Title Page
_____PART 3: Proposal Content and Program Narrative
- _____Introduction
- _____Problem Statement/Demonstration of Need
- _____Description of Program and Services
- _____Program Objectives and Plans
- _____Organizational Capacity and Capability
- _____Demonstration of Funding Need
- _____Results and Evaluations
- _____Consolidated Plan Consistency

_____PART 4: Detailed Project Budget
_____PART 5: Authorized Signatures
_____PART 6: Certification of Non-profit Eligibility
_____PART 7: Accounting System
_____PART 8: Security Policy
_____PART 9: Assurances and Certification
_____PART 10: Board of Directors Roster
_____PART 11: Leveraging Funds
_____PART 12: Activity Plan and Project Implementation Schedule
_____PART 13: Certification Regarding Location of Facilities and Shelters
_____PART 14: Required Supportive Documentation

PART 2: TITLE PAGE

| Applicant (Offeror) Name and Address | Contact Person |
|---|---|
| Phone Number | Title and Number of RFP |
| Contact Email Address | Website Address |
| Type of Project | Amount Requested |
| Name & Title of Certifying Representative *Note: "Certifying Representative," means the individual who may legally submit proposals for the agency and enter into agreements with The City of Houston, i.e. the Chairman of the Board of a social service agency. You may identify a different "contact person."*<br><br>Name: Title: | |

I hereby certify that all information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate to the best of my knowledge.

| Signature of Certifying Representative | Date |
|---|---|
| Signature of Preparer | Date |

Notarized by:

**Part 3: Proposal Content and Program Narrative**

## *1. INTRODUCTION*

Briefly state your organization's mission. List the services and programs that your organization currently offers, the number of individuals served by your agency, and include the geographic area it serves.

## *2. PROBLEM STATEMENT/DEMONSTRATION OF NEED*

Provide a description of the need the proposal is intended to address and describe the extent of the need and its impact on the target population and the community. Include the number of persons affected and the characteristics of the affected population.

## *3. DESCRIPTION OF PROGRAM AND SERVICES*

Provide a general description of the proposed project, including but not limited to type of project or program for which CDBG – Public Service funds will be used, the population targeted as recipients of the services to be provided, and the estimated number of clients to be served by the project in a one year period.

## *4. PROGRAM OBJECTIVES AND PLANS*

DELIVERY - Describe your service delivery plans, including your hours of operation, intake system, outreach and referral procedures, number of clients you expect to serve, and other major program features. Include a brief description of how your service delivery plans will comply with the Fair Housing Act and relevant regulations including how you will provide meaningful access to persons with limited English proficiency.

POLICY - Describe the policies and procedures for termination of services to clients (see 574.310(e)) or graduation from program and/or subsequent referrals that reflect a continuum of care. Describe the organizations plan or ability to maintain this program if CDBG – Public Service funds are decreased or eliminated.

COLLABORATION - Describe how other services that your organization or other agencies provide in conjunction with the housing assistance/service described in your proposal. Please provide a list of collaborations that directly relate to ongoing services that support or enhance care for your target population. Describe the services provided through the collaboration. Include letters pledging support of the collaborations listed signed by the Executive Director/CEO of the collaborating agency. Letters will need to be on the collaborating agency's letterhead and not older than 12-months.

## *5. ORGANIZATION CAPACITY AND CAPABILITY*

Describe your organization's qualifications for performing the proposed work. Describe the agencies past experience in administering programs to primarily low to moderate-income.

Document your organizations' accomplishments and/or qualifications to administer the proposed CDBG – Public Service program – including resumes, job descriptions describing the experience, education, certifications and qualifications of the individuals who will implement the proposed project. Include your agency organizational chart of current and program related personnel.

List your organizational Board Members, their places of employment, and a description of the Board's rule and duties.

**Document your organizations' anti-discriminatory policy. Include hard copy.**

**Document organizations' 3 (three)-month cash flow reserve. Provide documentation (i.e. Line of Credit, bank statement)**

### *6. DEMONSTRATION OF FUNDING NEED*

Describe other revenue sources for the organization. Describe why CDBG – Public Service funds are critical to the implementation of the proposal, including a discussion of other funds that have been researched and applied for, and the ability of CDBG – Public Services to leverage other funds.

### *7. RESULTS AND EVALUATION*

Describe how the project will address the problem statement/demonstration of need described above. Include anticipated results, previous results if the program is ongoing. What proportion of the identified need will be addressed by the project and what measurable results will be achieved?

Describe the organization's project evaluation plan, assessment parameters, measures of success, and feedback mechanisms for correcting plan deviations. The evaluation plan should include an assessment of the outcomes for the CDBG – Public Service project (as listed under #3 above), tracking, and follow up services. The evaluation plan should measure the agency's progress in achieving the performance goal.

### *8. CONSOLIDATED PLAN CONSISTENCY*

Describe how the proposed service will be integrated and/or reduce the gap or barriers in the City of Houston's Housing and Community development Consolidated Plan.

*The HCDD Consolidated Plan can be found at www.houstontx.gov*

**Part 4: Detailed Project Budget**

Please use the budget titled CDBG Budget Application RFP 2013 to complete your project budget. Note that all information, including **Other Sources of Funds** must be filled out completely. If CDBG – Public Service funding is the only funding source for the organization, please note that on the budget documentation. Failure to complete ALL components of the Budget Summary will eliminate the application from consideration. This is a zero-based budget. Budget form is found as a separate excel attachment, located on the Housing and Community Development Department's webpage.

The Detailed Project Budget Form for the project, including all sources and expected sources of funding must be completed in its entirety. Under Payroll and Personnel Expenses, salary and wages for each category, the budget should detail position, title and corresponding salary amounts for all employee positions to be funded by CDBG – Public Services. Under Fringe Benefits, please list all benefits and corresponding amounts to be funded by CDBG – Public Services. Budget information contained on other forms should also be included or transferred onto this form. Please do not include your total agency budget, but include the total program budget. Include funding sources only for the specific project or program for which you are applying for CDBG – Public Services funds. Failure to complete ALL components of the Detailed Project Budget will eliminate the application from consideration. This is a threshold requirement. Without this information the application cannot move forward.

**Exhibit 5: Authorized Signatures**

The Directors duly authorize the following officers or employees of _____ to

**(Name of Agency)**

carry out the performance contemplated by a contract with the City of Houston and can execute a contract on behalf of _____.

**(Name of Agency)**

| **Name** | **Title** |
|---|---|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

_____

Type Name of President of Board of Directors/Trustees

_____

Signature of President of Board of Directors/Trustees

_____

Date

**Part 6: Certification of Non-Profit Eligibility**

Agencies that fit the following description are eligible to apply: A secular or religious organization described in Section 501c of the internal revenue code of 1954 which, a) is exempt from taxation under Subtitle A of the code; b) has an accounting system and a voluntary board; and c) practices nondiscrimination in the provision of assistance. In compliance with Title 26 U.S.C., subchapter F, tax exempt organizations, agency must supply a copy of its tax-exempt organization certification -- Internal Revenue Code 501c(3) with this application.

I hereby certify that this agency, _____
Name of Agency

is in compliance with the above.

_____
Type Name of President of Board of Directors/Trustees

_____
Signature of President of Board of Directors/Trustees

_____
Date

_____
Agency's Tax Exempt Number

**Part 7: Accounting System**

As the Chief Financial Officer of _____

(Name of Agency)

I bear responsibility for providing services adequate to ensure the establishment and maintenance of the accounting system for this agency. The accounting system and internal control procedures will be adequate to safeguard the assets of this agency, check the accuracy and reliability of accounting data, promote operating efficiency and assure compliance with prescribed management policies of the agency and the City of Houston.

_____

Type Name of Financial Officer

_____

Signature of Financial Officer

_____

Date

**Part 8: Security Policy**

Pursuant to regulations of the U.S. Department of Housing and Urban Development, grantees must maintain records necessary to document compliance with HUD guidelines found at Title 24 Code of Federal Regulations; Part 574. Because of this requirement, the contractor must maintain all data in a safe and secure place.

The undersigned certifies that _____

(Name of Agency)

shall have in place a mechanism for keeping records, reports, and all data related to this project confidential and in a safe and secure place; that all file cabinets containing such data shall have a lock to which only the bookkeeper, executive director, and the project director shall have a key; that all files shall be kept under lock and key; and that all file cabinets containing these types of information shall not be located in the program areas.

_____

Type Name of President of Board of Directors/Trustees

_____

Signature of President of Board of Directors/Trustees

_____

Date

**Part 9: Assurances and Certifications**

The proposer hereby certifies as applicable, that:

1. Within the designated population:

   a) It will adhere to the requirements of the Fair Housing Act (42 U.S.C. 3601-20) and implementing regulation at 24 CFR Part 100; Executive Order 11063 and implementing regulations at 24 CFR Part 100; Executive Order 11063 and implementing regulations at 24 CFR Part 107; and Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and implementing regulations issued at 24 CFR Part 1;

   b) It will comply with the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at (24 CFR part 146), prohibiting discrimination on the basis of age; section 504 of the Rehabilitation Act of 1973 (29 U.S.C., 794) and implementing regulations at 24 CFR Part 8 prohibiting discrimination against handicapped individuals; and Executive Order 11063 and regulations under 24 CFR Part 107 prohibiting discrimination by race, color, creed, sex, or national origin;

   c) It will adhere to the requirements of Section 3 of the Housing and Urban Development Act of 1968, (12 U.S.C. 1701a) regarding employment opportunities for lower-income residents of the project;

   d) It will adhere to the requirements of Executive Orders 11625, 12432, and 12138, that grantee or project sponsor must make efforts to encourage the use of minority and women's business enterprises in connection with funded activities;

   e) It will establish additional procedures to ensure that interested persons can obtain information concerning assistance under this program in cases where established procedures are unlikely to reach persons of any particular race, color, religion, sex, age, national origin, familial status, or handicap, who may qualify for assistance; and

   f) It will comply with reasonable modification and accommodation requirements of the Fair Housing Act and, as appropriate, the accessibility requirements of the Fair Housing Act and Section 504 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act.

2. It will certify (i.e., provide assurance of compliance as required by 49 CFR part 24) that it will comply with the Uniform Relocation Act regarding the acquisition of real property and the displacement of persons, the regulations at 49 CFR Part 24, and the requirements of Section 574.630, and shall ensure such compliance notwithstanding any third party's contractual obligation to the grantee to comply with these provisions.

3. It will maintain any building or structure assisted with amounts under this part as a facility to provide housing or assistance for eligible beneficiaries; (i) for not less than 10 years in the case of assistance involving new construction, substantial rehabilitation or acquisition of a building or structure; and (ii) for not less than 3 years in cases involving non-substantial

rehabilitation or repair of a building or structure.

4. It will adhere to policies, guidelines, and requirements of 24 CFR part 85 (codified pursuant to OMB Circular No. A-102 and OMB Circular No. A-87) which govern acceptance and use of program funds by grantees and Nos. A-110 and A-122 apply to acceptance and use of program funds by project sponsors.

5. It will provide a drug-free workplace in accordance with Executive Order 1-31, the Mayor's Drug Detection and Deterrence Policy.

6. It will not use federally appropriated funds for lobbying the Executive or Legislative Branches of the Federal Government as required by Section 319 of the Department of Interior Appropriations Act (Pub. L. 101-121, as approved October 23, 1989).

7. It will implement provisions of 24 CFR Part 24 -- governing employment, engagement of services, awarding of contracts, or funding of any contractors or subcontractors during any period of debarment, suspension, or ineligible status.

8. CONFLICT OF INTEREST

a) In addition to the conflict of interest requirements in OMB Circular A-102 and 24 CFR 85.36(b)(3), no employee, agent, consultant, officer, or elected or appointed official of the grantee or project sponsor who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who could participate in a decision-making process or gain inside information about such activities, may obtain a financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

b) Exceptions: Threshold requirements. Upon the written request of the recipient, HUD may grant an exception to the provisions of paragraph (a) of this section if it determines that the exception will further the purposes of the HOPWA program and the effective and efficient administration of the recipient's program or project. The recipient must provide the following to get an exception considered:

(1) A disclosure of the nature of the conflict, assurance of public disclosure of the conflict, and a description of the method of disclosure; and

(2) An opinion of the recipient's attorney that the interest for which the exception is sought would not violate State or local law.

c) Exceptional Circumstances: To determine whether to grant a requested exception after recipient satisfactorily meets requirements of paragraph (b) of this section, HUD considers the cumulative effect of the following factors, where applicable:

1) Does the exception provide a significant cost benefit or an essential degree of

expertise to the program or project that would otherwise not be available?

2) Does the affected person belong to a group or class of eligible persons and will the exception permit such person to receive generally the same benefits available or provided to the group or class?

3) Has the affected person withdrawn from his or her functions or responsibilities, or the decision-making process governing the assisted activity in question?

4) Did the interest or benefit exist before the affected person came into a position described in paragraph (a) of this section?

5) Will undue hardship result either to the recipient or the person affected when weighed against the public interest served by avoiding the prohibited conflict?

6) Provide any other relevant considerations.

9. The grantee and project sponsor must comply with the requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) and implementing regulations at 24 CFR part 35, as applicable see also HOPWA regulations 574.635. In addition, the grantee and project sponsor must also meet the following requirements relating to inspection and abatement of defective lead-based paint surfaces;

   a) Treat defective paint surfaces before final inspection and approval of the renovation, rehabilitation or conversion activity under this part; and

   b) Take appropriate action to protect facility occupants from the hazards associated with lead-based paint abatement procedures. (Approved by the Office of Management and Budget under OMB control number 2506-0133).

I hereby certify the correctness and truth of all information and documentation submitted as part of this proposal, to the best of my knowledge.

_____
Typed Name of Chairperson of Board of Directors

_____
Signature of Chairperson of Board of Directors

_____
Date

**Part 10: Board of Directors Roster**

Instructions: Please provide a list of your current board members. Additional pages may be attached if necessary.
**Do not include initials or P.O. Box Numbers or initials.**

| BOARD OF DIRECTORS | | | | | |
|---|---|---|---|---|---|
| Name of Member | Company Affiliation/ Job Classification | Business Address and Telephone Number | Home Address and Telephone Number | Board Position | Term Length |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

Part 11: Leveraging Funds for the Program

| Source | Quantity | Dollar Value | Formula or Method of Calculations |
|---|---|---|---|
| Donations | | $ | |
| Materials | | $ | |
| Buildings | | $ | |
| Cash | | $ | |
| Lease or Rent | | $ | |
| Salaries | | $ | |
| Volunteers | | $ | |
| Memberships | | $ | |
| Other Grants | | $ | |
| | | $ | |
| | | $ | |
| | | $ | |
| | | $ | |
| Other Sources | | $ | |
| | | $ | |
| | | $ | |
| Leverage Total | | $ | |

**The City of Houston and the Department of Housing and Urban Development use as one measure of success the degree to which Federal Dollars leverage private sector and local funds.

**Part 12: Activity Plan and Project Implementation Schedule**

On the following table, provide a detailed list of the proposed activities discussed under the description for your CDBG – Public Services project (see Exhibit 3). The Activity Plan should state the activity, the objective of the activity, person(s) responsible for carrying out each activity, and the measurement criteria for the successful completion of this activity.

| **Table 1. Activity Plan** | | | |
|---|---|---|---|
| Activity | Objective | Person(s) Responsible | Measurement Criteria |
| | | | |
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For each phase of the activity, place an "X" in the column indicating when the activity will begin and an "X" in the column indicating when the activity will be complete. (The term "quarter" refers to a quarter of the project year rather than a calendar year.)

| **Table 2. Project Implementation Table** | | | | |
|---|---|---|---|---|
| Description of Activities as Per Table 1 | 1st Quarter | 2nd Quarter | 3rd Quarter | 4th Quarter |
| | | | | |
| | | | | |
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**Part 13: Certification Regarding Location of Facilities and Shelters**

## CERTIFICATION REGARDING RESTRICTIONS ON AND NOTICE OF LOCATION OF CERTAIN FACILITIES AND SHELTERS

**CERTIFICATION REGARDING RESTRICTIONS ON AND NOTICE OF LOCATION OF CERTAIN FACILITIES AND SHELTERS**

Pursuant to the Local Government Code at Chapter 244, Subchapter A, Correctional or Rehabilitation Facility and Subchapter B, Shelter for Homeless Individuals, the construction or operation of a correctional or rehabilitation facility or a shelter for the homeless is subject to certain distance and location restrictions the particulars of which are set forth herein below.

**DEFINITION:** For homeless individuals means a supervised private facility that provides temporary living accommodations to homeless individuals.

**DEFINITION:** for correctional or rehabilitation facility means a probation or parole office or a residential facility that is operated by an agency or the state, a political subdivision of the state, or a private vendor operating under a contract with an agency of the state or a political subdivision of the state and houses persons convicted of misdemeanors or felonies or children found to have engaged in delinquent conduct regardless of whether the persons are housed in the residential facility (a) while serving a sentence of confinement following conviction of an offense (b) as a condition of probation, parole or mandatory supervision or (c) under a court order for out-of-home placement under Title 3, Family code, other than in a foster home which the foster home is located under a contract with the Texas Youth Commission.

**DEFINITION**: for residential area means (A) an area designated as a residential zoning district by a governing ordinance or code or an area in which the principal permitted land use is for private residences; (B) a subdivision for which a plat is recorded in the real property records of the county and that contains or is bounded by public streets or parts of public streets that are abutted by residential property occupying at least 75 percent of the front footage along the block face; or (C) a subdivision for which a plat is recorded in the real property records of the county and a majority of the lot of which are subject to deed restrictions limiting the lots for residential use.

**APPLICABILITY:** Subchapter A, Correctional or Rehabilitation Facility (a) applies to the construction or operation of a correctional or rehabilitation facility the state subject to the parameters described herein below as RESTRICTION "A".

**APPLICABILITY**: Subchapter B, Shelter for Homeless Individuals applies to the construction or operation of a shelter for homeless individuals that is located or proposed to be located within the boundaries of a municipality with a population of 1.6 million or more; and subject to the parameters described herein below as RESTRICTION "B".

**WRITTEN REQUEST TO RECEIVE NOTICE:** (a) The commissioners court of a county described under Section 244.002(a)(1) and governing body of a municipality described under Section 244.022(a)(2) are entitled to notice under Section 244.002(a) only if the commissioners court or the governing body as appropriate,

submits by resolution to the agency or political subdivision of the state that proposes to construct or operate a correctional or rehabilitation facility, or that contracts for the construction or operation of a correctional or rehabilitation facility, a written request to receive notice. (b) The commissioners court of a county described under Section 244.002(a)(1) and the governing body of a municipality describer under Section 244.002(a)(2) are entitled to receive notice under Section 244.002(a) from a private vendor that contracts with an agency or political subdivision of the state only if the commissioners court or governing body, as appropriate, submits by resolution to the contracting agency or political subdivision of the state a written request to receive notice.

**RESTRICTION A:** Unless local consent is denied under Section 244.004, an agency of the state, a political subdivision of the state, or a private vendor operating under a contract with an agency or political subdivision of the state may operate a correctional or rehabilitation facility within 1,000 feet of a residential area, a primary or secondary school, property designated as a public park or public recreation area by the state or a political subdivision of the state, or a church, synagogue or other place of worship. The governing body of a church, synagogue, or other place of worship may waive the distance requirements of Section 244.002 of worship by filing an acknowledged written statement of the waiver in the deed records of the county in which the facility is located.

A person who intends to construct or operate a correctional or rehabilitation facility within 1,000 feet of a residential area, a primary or secondary school, property designated as a public park or public recreation area by the state or a political subdivision of the state, or a church, synagogue, or other places or worship shall, if a request is made under Section 244.005 as indicated above at WRITTEN REQUEST TO RECEIVE NOTICE, notify:

(1) the commissioners court of any county with an unincorporated area that included all or part of the land within 1,000 feet of the proposed correctional or rehabilitation facility;
(2) the governing body of any municipality that included within its boundaries all or part of the land within 1,000 feet of the proposed correctional or rehabilitation facility; and
(3) the entity shall provide notice required by the aforestated notice requirement not later than the 60th day before the date the person or entity begin construction or operation of the correctional or rehabilitation facility, whichever date is earlier.

**MUNICIPAL CONSENT FOR CORRECTIONAL OR REHABILITATION FACILITIES**: Local consent to the operation of a correctional or rehabilitation facility at a location within 1,000 feet of a residential area, a primary of secondary school, a state park or recreation area, a political subdivision of a state, a church, a synagogue or other place of worship is granted unless, not later than the 60th day after the date on which notice is received by a commissioners court or governing body of the municipality under Section 244.002 (a), the commissioners court or governing body, as appropriate, determines by resolution after a public hearing that the operation of a correctional or rehabilitation facility at the proposed location is not in the best interest of the county or municipality, as appropriate. A commissioner's court or governing body of a municipality may rescind a resolution adopted as described herein.
**RESTRICTION "B"**: Unless municipal consent is granted under section 244.025, a person may not construct or operate a shelter for homeless individuals within 1,000 feet of another shelter for homeless individuals or a primary or secondary school.

A person who intends to construct or operate any of the above-described facilities is subject to the following notification requirements that are more particularly described at Chapter 244 of the Local Government Code:

Post notice of the proposed location of the shelter at that location.

(1) **Provide notice of the proposed location of the shelter to the governing body of the municipality. Written notice must be made to the City of Houston, Planning Department, Attn.: Director, and to the City of Houston, City Secretary, Attn.: City Secretary. The written notice must be sent by certified mail, return receipt requested. No exceptions will be made.**

(2) **The person shall post and provide notice required by the aforestated notice requirement before the 61st day before the date the person begins construction or operation of the shelter for homeless individuals, whichever date is earlier.**

**MUNICIPAL CONSENT FOR HOMELESS SHELTERS:** Municipal consent to the construction or operation of a shelter for homeless individuals subject to the notice requirements above is considered granted unless before the 61st day after the date the notice is received by the governing body of the municipality under Section 244.024 (a) (2), the governing body determines by resolution after a public hearing that the construction or operation of a shelter at the proposed location is not in the best interest of the municipality. The governing body of the municipality may rescind a resolution adopted as described herein.

**DISTANCE MEASUREMENT**: For the purpose of Subchapter A, distance is measured along the shortest straight line between the nearest property line of the correctional or rehabilitation facility and the nearest property line of the residential area, school, park, recreation area, or place of worship as appropriate. For the purposes of Subchapter B, distance is measured alone the shortest straight line between the nearest property line for the homeless shelter and the nearest property line of another homeless shelter, primary or secondary school.

**EXEMPTIONS:** correctional and rehabilitation that are exempted from these requirements are described at Section 244.006. If Proposer is exempt, please indicate citation and exemption below.

_____

_____

**PROPOSER CERTIFIES THAT IT HAS READ AND UNDERSTANDS ALL APPLICABLE STATUTORY REQUIREMENTS PURSUANT TO CHAPTER 244 OF THE LOCAL GOVERNMENT CODE AS THEY RELATE TO THE CONSTRUCTION OR OPERATION OF CERTAIN FACILITIES AND HEREINABOVE. PLEASE CHECK THE APPLICABLE BLANKS.**

The proposed facility is located within 1,000 feet of a

_____ homeless shelter
_____ primary school
_____ secondary school
_____ correctional facility
_____ rehabilitation facility
_____ state park
_____ state recreation area
_____ city park

_____ city recreation area
_____ church
_____ synagogue
_____ other place of worship
_____ none of the above

Are the aforementioned statutory notice requirements applicable to your project? Yes or No

Please indicate the type of facility.

_____ halfway house
_____ community residences
_____ SRO
_____ transitional living facility
_____ multi-family residence
_____ single-family residence
_____ other _____ (please specify)

IF THE NOTICE REQUIREMENTS ARE APPLICABLE TO YOUR PROJECT, PLEASE INDICATE THE STEPS THAT HAVE BEEN TAKEN TO SATISFY SUCH NOTICE REQUIREMENTS AND ATTACH A COPY OF ANY AND ALL SUPPORTING DOCUMENTATION INCLUDING THE CERTIFIED MAIL RETURN CARD, LETTERS, RESOLUTION, AND A 4X6 COLOR PHOTO OF THE NOTICE POSTED ON THE PROPERTY.

---

Proposer certifies that the information submitted herein is true and correct. Proposer understands and agrees that any misrepresentation or omission of the relevant information may result in disqualification of the proposal from further consideration by the City of Houston, acting by and through its Housing and Community Development Department. For additional information concerning the information contained herein, please contact, Brenda Scott at (713) 868-8484.

Agency or Organization: _____

By: _____ Title: _____

Name: _____ Date: _____

**Part 14: Required Supportive Documentation**

## REQUIRED SUPPORTIVE DOCUMENTATION

***HCDD WILL NOT CONSIDER PROPOSALS LACKING A REQUIRED SUPPORTIVE DOCUMENT.***

1. **ARTICLES OF INCORPORATION OR CHARTER** - Submit a copy of your agency's most current articles of incorporation on file with the Secretary of State's Office.

2. **BY-LAWS OR RULES** - Submit a copy of your agency's most current by-laws or rules.

3. **FINANCIAL AUDIT** - If the agency contracted with the City under an agreement which terminated within the past two years, submit a copy of the financial audit conducted on that contract if such an audit was performed and has been completed. Otherwise, submit the agency's most recently completed general financial audit, no more than two (2) years old.

4. **OCCUPANCY PERMITS** - Submit copies of all appropriate occupancy permits required by the State and the City to operate and provide the services proposed. This shall include certified copies and dates of inspection by the City's Fire and Health Departments, where applicable

5. **LEASE** - For proposers requesting funds for property leases, please submit a copy of the current lease.

6. **LICENSES** - Attach, as applicable, copies of state and other licenses issued to the agency for providing your services, as well as professional licenses issued to your staff, including nursing, LCDC, and CADAC licenses.

7. **FAIR CAMPAIGN ORDIANCE FORM "A"** (Exhibit E)

8. **AFFIDAVIT OF OWNERSHIP OR CONTROL** (Exhibit F)

9. **CONFLICT OF INTEREST QUESTIONNAIRE** (Exhibit G)

**Exhibit D: Governing Provisions and Limitations**

This Request for Proposals does not commit HCDD to award a contract, to pay costs incurred in preparation of a proposal to this request, or to procure or contract for services or supplies. HCDD reserves the right to accept or reject any or all proposals to this request which it receives, or to negotiate with all qualified sources, or cancel in part, or in its entirety, the Request for Proposals, if it is in the best interest of HCDD.

HCDD reserves the right to:

1. Negotiate to extend with additional funding or time to complete scope of service as available, any contract awarded as a result of this request.

2. Reduce the contract funding if HCDD does not receive adequate funding from HUD.

3. Applicant(s) shall not, under penalty of law, offer any gratuities, favors, or anything of monetary value to any officer or employee of HCDD for the purpose of influencing favorable disposition toward its own proposal or any other proposal submitted hereunder.

4. News releases pertaining to any matter related to the selection process should not be made without prior written approval of the HCDD

5. All materials furnished by an Applicant in its proposal shall become the property of HCDD and shall be considered public information.

6. Applicants will be required to assume full responsibility of all services, including that of any subcontractors.

7. The Applicant must include in the proposal the names of current subcontractors, their organizational and professional qualifications, résumé, and a detailed description of the work that is currently subcontracted. Any subcontracts funded hereunder must comply with 24 CFR, Part 84.

8. Applicant(s) shall not restrict or eliminate competition or otherwise restrain trade. The HCDD may reject proposals for violation of this provision. This restriction does not preclude joint ventures or subcontracts so long as the Proposer can submit documentation that it complied with 24 CFR, Part 84 in the procurement of such contracts.

9. HCDD's obligation hereunder depends upon availability of appropriated funds from HUD. No legal liability on HCDD for payment of any money shall arise unless and until HUD makes funds available to the HCDD for this program and HCDD notifies the Applicant of such allocation, in writing.

10. Oral explanations or instructions given before the award of the contract shall not be binding. Any information given to an Applicant concerning the proposal request will be furnished to all prospective. Applicants as an amendment to the Request for Proposals if such information is necessary to Applicants in submitting offers on the Request for Proposals or if lack of such information would be prejudicial to uniformed Applicants.

11. HCDD reserves the right to request revisions. The HCDD may accept any proposal, or part thereof, whether or not negotiations subsequent to its receipt occur, unless HCDD receives a written notice to withdraw the proposal prior to award. If interested parties conduct subsequent negotiations, those shall not constitute a rejection or counteroffer on the part of the HCDD.

12. HCDD may answer questions clarifying the Request for Proposals. Accordingly, each initial proposal shall be submitted on the most favorable terms for the Applicant.

13. The Housing and Community Development Department of the City of Houston will complete the review and funding recommendation of the proposal within 90 days from the date a completed application is received, provided the proposal is complete and contains all information necessary to complete the review.

Projects submitted will be evaluated on a preliminary basis to determine if the project meets the following basic criteria:

1. There must be funds available for the type of project proposed.
2. The project must be compatible with the City's overall housing and supportive services goals and efforts as outlined in the Consolidated Plan.
3. The project must, in the City's judgment, be economically feasible and the costs must be in line with fair market value or the project must warrant expenditure in excess of fair market value.
4. The proposed site must be within the limits of the City of Houston.
5. The proposal contains all documentation stipulated in Part 1: CDBG Proposal Checklist.

# EXHIBIT V – FAIR CAMPAIGN ORDINANCE
## SOLICITATION NO.: T24049

The City of Houston Fair Campaign Ordinance makes it unlawful for a Contractor to offer any contribution to a candidate for City elective office (including elected officers and officers-elect). All respondents to this invitation to bid must comply with Houston Code of Ordinances Chapter 18 as amended relating to the contribution and solicitation of funds for election campaigns. Provisions of this ordinance are provided in part in the paragraphs that follow. Complete copies may be obtained from the office of the City Secretary.

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

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

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

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

# EXHIBIT V – FORM "A": FAIR CAMPAIGN
## SOLICITATION NO.: T24049

CITY OF HOUSTON FAIR CAMPAIGN ORDINANCE

The City of Houston Fair Campaign Ordinance makes it unlawful for a Contractor to offer any contribution to a candidate for City elective office (including elected officers-elect) during a certain period of time prior to and following the award of the Contract by the City Council. The term "Contractor" Includes proprietors of proprietorships, partners or joint venture's having an equity interest of 10 percent or more for the partnership or Joint venture, and officers, directors and holders of 10 percent or more of the outstanding shares of corporations. A statement disclosing the. names and business addresses of each of those persons will be required to be submitted with each Bid or Proposal for a City Contract. See Chapter 18 of the Code of Ordinances, Houston, Texas, for further information.

This list is submitted under the Provisions of Section 18-36(b) of the Code of Ordinances, Houston, Texas, in connection with the attached Proposal, submission or bid of:

Firm or Company Name: _____

Firm or Company Address: _____

**The firm/company is organized as a (Check one as applicable) and attach additional pages if needed to supply the required names and addresses:**

[ ] **SOLE PROPRIETORSHIP**

Name_____ _____
Proprietor Address

[ ] **A PARTNERSHIP**

**List each partner having equity interest of 10% or more of partnership (if none state "none"):**

Name_____ _____
Partner Address

Name _____ _____
Partner Address

[ ] **A CORPORATION**

**List all directors of the corporation (if none state "none"):**

Name_____ _____
Director Address

Name_____ _____
Director Address

Name _____ _____
Director Address

# EXHIBIT V – FORM "A": FAIR CAMPAIGN
## SOLICITATION NO.: T24049

**List all officers of the corporation (if none state none"):**

Name_____ _____
Officer Address

Name_____ _____
Officer Address

Name_____ _____
Officer Address

**List all individuals owning 10% or more of outstanding shares of stock of the corporation (if none state "none"):**

Name_____ _____
Address

Name_____ _____
Address

Name_____ _____
Address

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

_____
Preparer

_____
Printed Name

_____
Title

Note: This list constitutes a **government record** as defined by § 37.01 of the Texas Penal Code.
8/23/01



Updated 9/16/13

# EXHIBIT VI: CONTRACTOR OWNERSHIP DISCLOSURE ORDINANCE
## SOLICITATION NO.: T24049

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

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

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

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

# EXHIBIT VI: AFFIDAVIT OF OWNERSHIP OR CONTROL
## SOLICITATION NO.: T24049

**ORIG. DEPT.:**_____ **FILE/I.D. NO.:**_____

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

**STATE OF** _____ §
§ **AFFIDAVIT OF OWNERSHIP OR CONTROL**
**COUNTY OF** _____ §

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

**1.** Affiant is authorized to give this affidavit and has personal knowledge of the facts and matters herein stated.

**2.** Contracting Entity seeks to do business with the City in connection with
_____ [*DESCRIBE PROJECT OR MATTER*] which is expected to be in an amount that exceeds $50,000.

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

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

**FOR PROFIT ENTITY**:

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

**NON-PROFIT ENTITY**:

[ ] NON-PROFIT CORPORATION
[ ] UNINCORPORATED ASSOCIATION

_____

_____

**5.** The information shown below is true and correct for the Contracting Entity and all owners of 5% or more of the Contracting Entity and, where the Contracting Entity is a non-profit entity, the required information has been shown for each officer, *i.e.*, president, vice-president, secretary, treasurer, etc. **[NOTE**: IN ALL CASES, USE FULL NAMES, LOCAL BUSINESS AND RESIDENCE ADDRESSES AND TELEPHONE NUMBERS. DO NOT USE POST OFFICE BOXES FOR ANY ADDRESS. INCLUSION OF E-MAIL ADDRESSES IS OPTIONAL, BUT RECOMMENDED. ATTACH ADDITIONAL SHEETS AS NEEDED.]

**Contracting Entity**

Name: _____

Business Address *[NO./STREET]* _____

*[CITY/STATE/ZIP CODE]* _____

Telephone Number (_____)_____

Email Address ***[OPTIONAL]***_____

Residence Address *[NO./STREET]* _____

*[CITY/STATE/ZIP CODE]*_____

Telephone Number (_____)_____

Email Address ***[OPTIONAL]***_____

**5% Owner(s) or More (IF NONE, STATE "NONE.")**

Name: _____

Business Address *[NO./STREET]* _____

*[CITY/STATE/ZIP CODE]*_____

Telephone Number (_____)_____

Email Address ***[OPTIONAL]*** _____

Residence Address *[NO. /STREET]* _____

*[CITY/STATE/ZIP CODE]*_____

Telephone Number (_____)_____

Email Address ***[OPTIONAL]***_____

# EXHIBIT VI: AFFIDAVIT OF OWNERSHIP OR CONTROL
## SOLICITATION NO.: T24049

**6. *Optional Information***

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

Name of Debtor: _____

Tax Account Nos. _____

Case or File Nos. _____

Attorney/Agent Name _____

Attorney/Agent Phone No. (____) _____

Tax Years _____

Status of Appeal ***[DESCRIBE]*** _____

_____

_____

_____

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

_____
Affiant

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

(Seal)

_____
Notary Public

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

# EXHIBIT VII: DRUG DETECTION AND DETERRENCE PROCEDURES FOR CONTRACTORS
## SOLICITATION NO.: T24049

(a) It is the policy of the City to achieve a drug-free workforce and to provide a workplace that is free from the use of illegal drugs and alcohol. It is also the policy of the City that the manufacture, distribution, dispensation, possession, sale or use of illegal drugs or alcohol by contractors while on City premises is prohibited. By executing this Contract, Contractor represents and certifies that it meets and shall comply with all the requirements and procedures set forth in the Mayor's Policy on Drug Detection and Deterrence, City Council Motion No. 92-1971 ("Mayor's Policy") and the Mayor's Drug Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31 ("Executive Order"), both of which are on file in the Office of the City Secretary.

(b) Confirming its compliance with the Mayor's Policy and Executive Order, Contractor, as a condition precedent to City's obligations under this Contract, will have filed with the Contract Compliance Officer for Drug Testing ("CCODT"), prior to execution of this Contract by the City, (i) a copy of its drug-free workplace policy, (ii) the Drug Policy Compliance Agreement substantially in the format set forth in Attachment "A" to the Executive Order, together with a written designation of all safety impact positions, and (iii)if applicable (e.g. no safety impact positions), the Certification of No Safety Impact Positions, substantially in the format set forth in Attachment "C" to the Executive Order. If Contractor files written designation of safety impact positions with its Drug Policy Compliance Agreement, it also shall file every six (6) months during the performance of this Contract or upon the completion of this Contract if performance is less than six (6) months, a Drug Policy Compliance Declaration in a form substantially similar to Attachment "B" to the Executive Order. The Drug Policy Compliance Declaration shall be submitted to the CCODT within thirty days of completion of this Contract. The first six (6) month period shall begin to run on the date City issues its notice to proceed hereunder or if no notice to proceed is issued. on the first day Contractor begins work under this Contract.

(c) Contractor shall have the continuing obligation to file with the CCODT written designations of safety impact positions and Drug Policy Compliance Declarations at anytime during the performance of this Contract that safety impact positions are added if initially no safety impact positions were designated. Contractor also shall have the continuing obligation to file updated designations of safety impact positions with the CCODT when additional safety impact positions are added to Contractor's employee work force.

(d) The failure of Contractor to comply with the above Sections shall be a breach of this Contract entitling City to terminate in accordance with Article IV.

# EXHIBIT VII: ATTACHMENT "A"
# DRUG POLICY COMPLIANCE AGREEMENT
## SOLICITATION NO.: T24049

I, _____ as an owner or officer of
**(Name) (Print/Type)** **(Title)**

_____ (Contractor)
**(Name of Company)**

have authority to bind Contractor with respect to its bid, offer or performance of any and all contracts it may enter into with the City of Houston; and that by making this Agreement, I affirm that the Contractor is aware of and by the time the Contract is awarded will be bound by and agree to designate appropriate safety impact positions for company employee positions, and to comply with the following requirements before the City issues a notice to proceed.

1. Develop and implement a written Drug Free Workplace Policy and related drug testing procedures for the Contractor that meet the criteria and requirements established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Drug Policy) and the Mayor's Drug Detection and Deterrence Procedures for Contractors (Executive Order No. 1-31).

2. Obtain a facility to collect urine samples consistent with Health and Human Services (HHS) guidelines and a HHS certified drug testing laboratory to perform the drug tests.

3. Monitor and keep records of drug tests given and the results; and upon request from the City of Houston, provide confirmation of such testing and results.

4. Submit semi-annual Drug Policy Compliance Declarations.

I affirm on behalf of the Contractor that full compliance with the Mayor's Drug Policy and Executive Order No. 1-31 is a material condition of the contract with the City of Houston.

I further acknowledge that falsification, failure to comply with or failure to timely submit declarations and/or documentation in compliance with the Mayor's Drug Policy and/or Executive Order No. 1-31 will be considered a breach of the contract with the City and may result in non-award or termination of the Contract by the City of Houston.

_____
**Date**

_____
**Contractor Name**

_____
**Signature**

_____
**Title**

# EXHIBIT VII – ATTACHMENT "B"
# DRUG POLICY COMPLIANCE DECLARATION
# SOLICITATION NO.: T24049

I, _____ as an owner or officer of
**(Name) (Print/Type)** **(Title)**

_____ (Contractor)
**(Name of Company)**

have personal knowledge and full authority to make the following declarations:

This reporting period covers the preceding six months from _____ to _____, 20_____.

____ A written Drug Free Workplace Policy has been implemented and employees notified. The policy meets the criteria established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Policy).

____ Written drug testing procedures have been implemented in conformity with the Mayor's Drug Detection and Deterrence Procedures for Contractors, Executive Order 1-31. Employees have been notified of such procedures.

____ Collection/testing has been conducted in compliance with federal Health and Human Services (HHS) guidelines.

____ Appropriate safety impact positions have been designated for employee positions performing on the City of Houston contract. The number of employees on safety impact positions during this reporting period is_____.

____ From _____ to _____ the following testing has occurred.
(start date) (end date)

| | **Random** | **Reasonable Suspicion** | **Post Accident** | **Total** |
|---|---|---|---|---|
| Number of Employees Tested | _____ | _____ | _____ | _____ |
| Number of Employees Positive | _____ | _____ | _____ | _____ |
| Percent Employees Positive | _____ | _____ | _____ | _____ |

____ Any employee who tested positive was immediately removed from the City worksite consistent with the Mayor's Policy and Executive Order No. 1-31.

____ I affirm that falsification or failure to submit this declaration timely in accordance with established guidelines will be considered a breach of Contract.

I declare under penalty of perjury that the affirmations made herein and all information contained in this declaration are within my personal knowledge and are true and correct.

_____
**Date**

_____
**Contractor Name**

_____
**Signature**

_____
**Title**

# EXHIBIT VII – ATTACHMENT "C" AND "D"
# CONTRACTOR'S CERTIFICATION OF NO SAFETY IMPACT POSITIONS
# SOLICITATION NO.: T24049

I,_____
**(Name) (Print/Type) (Title)**

as an owner or officer of _____ (Contractor) have authority to bind the Contractor with respect to its bid, and I hereby certify that Contractor has no employee safety impact positions as defined in §5.18 of Executive Order No. 1-31 that will be involved in performing this City Contract. Contractor agrees and covenants that it shall immediately notify the City's Director of Personnel if any safety impact positions are established to provide services in performing this City Contract.

_____ _____
Date Contractor Name

_____
Signature

_____
Title

---

## CONTRACTOR'S CERTIFICATION OF NON-APPLICATION OF CITY OF HOUSTON DRUG DETECTION AND DETERRENCE PROCEDURES FOR CONTRACTORS

## ATTACHMENT "D"

I _____ as an owner or officer of
**(NAME) (PRINT/TYPE)**
_____ (Contractor) have authority to bind the Contractor with respect to its bid, and I hereby certify that Contractor has fewer than fifteen (15) employees during any 20-week period during a calendar year and also certify that Contractor has no employee safety impact positions as defined in 5.18 of Executive Order No. 1-31 that will be involved in performing this City Contract. Safety impact position means a Contractor's employment position involving job duties that if performed with inattentiveness, errors in judgment, or diminished coordination, dexterity, or composure may result in mistakes that could present a real and/or imminent threat to the personal health or safety of the employee, co-workers, and/or the public.

_____ _____
**DATE** **CONTRACTOR'S NAME**

_____
**SIGNATURE**

_____
**TITLE**

# EXHIBIT VIII – CONFLICT OF INTEREST QUESTIONNAIRE
## SOLICITATION NO.: T24049

Chapter 176 of the Local Government Code requires every Vendor or Contractor with the City of Houston ("City") to file a Conflict of Interest Questionnaire with the City Secretary of the City of Houston by the **seventh** business day after:

(1) any contract discussions or negotiations begin, or

(2) submitting an application, responses to requests for proposals, bids, correspondence, or any writing related to a potential Agreement with the City.

The Conflict of Interest Questionnaire is available for downloading from the Texas Ethics Commission's website at http://www.ethics.state.tx.us/forms/CIQ.pdf. The completed Conflict of Interest Questionnaires will be posted on the City Secretary's website. There will also be a list of the City's Local Government Officers on the City of Houston's website.

Additionally, each Vendor or Contractor must file updated questionnaires no later than **September 1st** of each year that the Vendor or Contractor seeks to contract with the City, or the **seventh** business day after the date of an event that would render the questionnaire incomplete or inaccurate.

However, a Vendor or Contractor is not required to file a new questionnaire in any year if the vendor has completed a questionnaire between June 1st and September 1st of that year, unless the previous questionnaire is incomplete or inaccurate.

Original Conflict of Interest Questionnaire shall be filed with Houston's Records Administrator (Ms. Anna Russell, City Secretary, 900 Bagby, First Floor, Houston, Texas 77002). Vendors and Contractors shall include a copy of the form that was submitted to the City Secretary as part of the Bid Package. Any questions about filling out this form should be directed to your attorney

Failure of any Vendor or Contractor to comply with this law is a Class-C misdemeanor.

# EXHIBIT IX – CONFLICT OF INTEREST QUESTIONNAIRE
## SOLICITATION NO.: T24049

## CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

**For vendor or other person doing business with local governmental entity**

**This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

| OFFICE USE ONLY |
| --- |
| Date Received |

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007



Updated 9/16/13