



**CITY OF HOUSTON  
REQUEST FOR PROPOSALS (RFP)  
2021 WINTER FREEZE DISASTER RECOVERY PROGRAM  
FOR THE HOUSING AND COMMUNITY DEVELOPMENT  
DEPARTMENT  
SOLICITATION NO.: P10-T32595**

**Date Issued:** March 3, 2023

**Pre-Proposal Conference:** March 14, 2023 @ 10:00 AM (CST)  
Microsoft Teams Meeting  
Join on your computer or mobile app  
[Click here to join the meeting](#)  
Or call in (audio only)  
Conference Number: 936-755-1521  
Conference ID: 727 306 248#  
(Please mute your phone for the duration of the call)

**Pre-Proposal Questions Deadline:** March 21, 2023 @ 4:00 PM (CST)

**Solicitation Due Date:** May 4, 2023 @ 4:00 PM (CST)

**Solicitation Contact Person:** Veronica Pacheco  
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832-393-9151

**Project Summary:** The City of Houston Housing and Community Development Department (HCDD) seeks proposals from qualified contractors to perform rehabilitation, reconstruction, or both services for eligible low-to-moderate owner-occupied single-family residences. The agreement term will be for a three (3) year period with two (2) successive one-year term options to renew for a maximum five-year (5) contract term.

**NIGP Code: 909-62, 910-65, & 925-44**

**MWBE Goal: 21% MBE and 8% WBE**

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

DocuSigned by:

Jedediah Greenfield, Chief Procurement Officer  
3/2/2023

Date

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**PART I – GENERAL INFORMATION**

**1.0 General Information**

The City of Houston (“City”) is currently seeking proposals from qualified contractors to perform rehabilitation, reconstruction, or both services for eligible low-to-moderate income owner-occupied single-family residences.

The City intends to enter into one or more contracts for rehabilitation, reconstruction, or both services with the qualified Proposer(s) to assist the City with the aforementioned initiative.

**2.0 City of Houston Background**

The City is the fourth largest City in the United States and is composed of 23 departments with multiple physical locations throughout the geographical boundaries of the City. The City has approximately 23,000 employees with approximately 500 employees involved in the procurement and/or contracting process. Contracts where the City must pay in excess of \$50,000 are routed to City Council for approval. The annual volume of contracts and purchase orders issued by the City in the last five years has ranged from 19,000 to 23,000.

**3.0 Texas Public Information Act**

All information submitted to the City is subject to the provisions of the Texas Public Information Act (TPIA), located in Chapter 552 of the Texas Government Code. Proposers may mark any information submitted, including their financial information, as confidential, trade secret, proprietary, or any other designation of choice. The City will notify any proposer should their information be requested under the TPIA, and proposers will have an opportunity to assert their own arguments to the Texas Attorney General as to why their information should be excepted from public disclosure.

**4.0 Solicitation Schedule**

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

<b><u>EVENT</u></b>	<b><u>DATE</u></b>
RFP Issuance	March 3, 2023
Pre-Proposal Conference	March 14, 2023
Deadline for Questions	March 21, 2023
Solicitation Due Date	May 4, 2023
Notification of Intent to Award (estimated)	June 2023
Council Agenda Date (estimated)	August 2023
Contract Start Date (estimated)	August 2023

**PART II – SCOPE OF WORK**

**1.0 PURPOSE**

The City seeks proposals from qualified contractors to perform construction rehabilitation, reconstruction, or both services for eligible low-to-moderate income owner-occupied single-family residences. The City expects the contractor(s) to have knowledge and experience in construction policies, procedures, and guidelines.

## **2.0 BACKGROUND**

In mid-February 2021, a severe winter freeze hit Texas, leaving millions of people without power. The freezing temperatures caused disruptions in Texas's electricity and natural gas services, resulting in issues for Houstonians. Issues including the loss of drinking water, chemical exposure from inside the home, and damage to buildings, including burst pipes, causing additional damage to home interiors and personal property.

The 2021 Winter Freeze hit Texas while residents continued to live under conditions brought by the Coronavirus (COVID-19) pandemic. Houstonians also continue to recover from six flooding disasters beginning in 2015. Multiple disasters have left Houstonians with compounding impacts, including no financial savings, increased debt, continued deferred home maintenance, and other resilience challenges. These disasters have left many with unrepaired homes or deferred maintenance issues, making them more vulnerable to future disasters.

## **3.0 THRESHOLD MINIMUM REQUIREMENTS**

At the time of this solicitation or after, the Proposer(s) must not have any convictions or civil judgements preceding rendered against them for the following:

- 3.1 Commission of fraud or criminal offense in connection with obtaining, attempting to accept, or performing a public (federal, state, or local) transaction or contract under a public transaction.
- 3.2 Violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.
- 3.3 Not ever indicated for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated above.
- 3.4 No officer, Director, or owner has been banned or debarred from doing any business with the United States Department of Housing and Urban Development (HUD) or the City.
- 3.5 The applicant will not receive funding if it is not current with taxes due to the City, has a delinquent loan(s) with HCDD, or if the organization is not in good standing with the City.

## **4.0 SCOPE OF WORK**

The City seeks proposals from qualified contractors to perform construction (rehabilitation, reconstruction, or both) services for eligible low-to-moderate income owner-occupied single-family residences. Proposers should consider that the scale of the program could increase to serve additional homes depending on the availability of funds. Therefore, the City will evaluate the submitted Proposals and select one or more contractors for rehabilitation, reconstruction, or both services. The City anticipates sources of funds to include the following federal program: Community Development Block Grant Disaster Recovery (CDBG-DR). In addition, the HCDD will carry out the requirements of the DR21 Winter Freeze Program on behalf of the City under HUD regulations as outlined in 24 CFR Part 570, the Fair Housing Act, 42 USC 3601 et seq. Additional funding and funding sources may be included later, depending on the availability.

All rehabilitation or reconstruction work will be located at scattered site locations throughout the incorporated City boundaries for eligible low-to-moderate-income homeowners for assistance under the DR21 Winter Freeze Program. Eligibility determination is performed by the City and is not the responsibility of the Proposer(s) selected from this RFP. However, selected

Proposer(s) are required to provide rehabilitation, reconstruction, or both services described in this RFP.

The City expects Proposer(s) to have knowledge of the construction guidelines (see page 16). Therefore, selected Proposer(s) will enter into a Master Contractor Agreement (MCA) and property-specific Tri-Party Agreement (TPA) with the City and may be eligible to bid on Single-Family rehabilitation and reconstruction projects. Selected Proposer(s) who enter an MCA with the City will be called "General Contractor(s)." General Contractor(s) bidding for such Agreements will submit cost estimate bids based on the expected work deemed necessary by the City HCDD. The City reserves the right to remove General Contractor(s) from bidding: who have capped their contract award, performance bonding capacity, failed to complete awarded contracts on time, or who is determined by the City to be in non-compliance with any of the provisions of the DR21 Winter Freeze Program.

The General Contractor(s) is solely responsible for hiring and managing qualified workers and subcontractors needed to ensure the scope of work is carried out promptly and completed in full compliance with local building code standards and the minimum construction standards for rehabilitation or reconstruction projects.

#### 4.1 Definitions

"Housing Rehabilitation" is defined as a diverse scope of repair work needed to bring a damaged, owner-occupied, single-family home or townhome into compliance with the City's local code standards and the minimum construction standards for rehabilitation, reconstruction, and new construction. In addition, two (2) TIERS of repairs are under the HCDD's DR21 Winter Freeze Program.

4.1.1 Rehabilitation: The cost of rehabilitation repairs is up to \$100,000 (including environmental expenses, resiliency measures, accessibility needs, neighborhood requirements, and temporary relocation assistance).

4.1.2 Reconstruction: The construction cost is up to \$300,000 (including environmental expenses, resiliency measures, accessibility needs, neighborhood requirements, and temporary relocation assistance) if the structure cannot be rehabilitated for under \$100,000, the home will be classified as a reconstruction project. For this RFP, such reconstructions shall be classed as "Housing Construction".

"Housing Construction" is defined as a diverse scope of work, as directed by the City, needed to demolish, and clear away the debris of eligible damaged single-family residence(s) to construct a new comparable single-family home.

The City will prepare a scope of work for each eligible damaged single-family residence. The scope of work will be based on a comprehensive visual on-site inspection by a qualified City inspector. It shall be designed to render the property owner with a single-family home that complies with local codes and ordinances and to improve the property to comply with the minimum construction standards.

#### 4.2 Housing Rehabilitation

4.2.1 The scope of work for each housing rehabilitation project will vary depending on the actual repair needs of each single-family residence covered under the program. An extensive scope of repair work will include the need for diverse services and may include, but is not limited to: licensed trade work (e.g., electrical, plumbing, and HVAC); pier and beam foundation repair or replacement; slab foundation repair; roof repair or replacement; lead-based paint

and mold hazard remediation; termite and other pests infestation abatement; general and specialized carpentry work that may include window and door repairs or replacement; exterior siding repair or replacement; subfloor and floor covering repair or replacement; and any other repairs required to bring the residence into compliance with local building codes.

4.2.2 The City will not rehabilitate any residence where it has been determined that the residence cannot reasonably be rehabilitated and brought to federal, state, and local code requirements. The City will determine the total number of housing rehabilitation projects any selected General Contractor(s) can be awarded. It will primarily be based on the General Contractor(s) capacity to complete multiple projects simultaneously. **General Contractors performing Housing Rehabilitation work, at a minimum, must have the ability to complete the rehabilitation work within forty-five (45) days.**

4.2.3 During the preconstruction conference meeting, the City and the General Contractor will discuss logistical arrangements (i.e., project milestone completion schedules). In addition, the parties will address all issues related to the timeframe by which the General Contractor must complete the rehabilitation work, including the following:

4.2.3.1 The General Contractor's use of the house utilities and facilities;

4.2.3.2 Moving and storage of homeowner(s) personal belongings (needed to provide the General Contractor(s) with ready access to identified work areas); and any other matters necessary to ensure that the rehabilitation work is completed on time;

4.2.3.3 Performing lead and asbestos abatement activities as determined by the damage assessment and included in the project scope of work. All work must be properly documented, and proper clearances must be obtained before the homeowner's re-occupation of the dwelling;

4.2.3.4 Obtaining all necessary state and local permits and approvals before the commencement of the work for each structure:

- 1) Demolition of damaged interior and exterior materials;
- 2) Foundation leveling, repair, excavation;
- 3) Structural damage repair;
- 4) Building envelope repair, including:
  - Roof repair or replacement and addressing any attendant damage, including to shingles, gutters, and shutters
  - Door and window replacement/repair
  - Siding/veneer repair or replacement
  - Mechanical (HVAC), replacement of electrical (including panels) and plumbing systems repair, reconfigure, and repair or replacement of drywall ;
  - Rough and trim carpentry;
- 5) Surface preparation and painting;
- 6) Flooring repairs or replacement;
- 7) Cabinet repair or replacement;
- 8) Lead-based paint, asbestos, and other environmental abatements;
- 9) Wind mitigation and retrofitting measures;

- 10) Accessibility and design of projects to comply with the Americans with Disabilities Act of 1990 (if applicable); and
- 11) Conducting closeouts for each project, which includes obtaining a certificate(s) of occupancy from applicable state and local authorities.

### 4.3 Housing Reconstruction

- 4.3.1 Proposers seeking the award of an MCA for housing reconstruction must submit at least five (5) sets of various mastered floor plans and drawings that are typical samples of houses the Proposer could build if awarded a contract to reconstruct a home according to this RFP.
- 4.3.2 Under an MCA, the actual scope of work provided by the City to the General Contractor(s) for each housing reconstruction contract will specify the house size and floor plan configuration designed to accommodate the property owner's needs. At the discretion of the City, the scope of work for each housing reconstruction contract may require bidding General Contractor(s) to utilize their submitted plans for the reconstruction of a new single-family home or require General Contractor(s) to construct a home based on designs prepared by the City. Most constructed homes will range in size from about 1,000 square feet on up, contain at least two (2) bathrooms, and have a cost of less than \$300,000. The scope of work will include everything needed for the entire reconstruction of the house and lot. For example, it may consist of landscaping, installation of a new driveway with positive drainage to the street, installation of attached carports or garages, and installation of a new sidewalk, if applicable.
- 4.3.3 Depending upon the needs of the individual household, the scope of work provided by the City may include, but is not limited to, requirements providing for the installation of a handicap ramp with a smooth 1 ½" rounded handrail and the structure of additional handicapped accessories at the bathroom and kitchen (such as accessible toilets, stainless steel handicap grab bars, accessible millwork, etc.).
- 4.3.4 The City will determine the total number of housing reconstruction projects any selected General Contractor(s) can be awarded. It will primarily be based on the General Contractor(s) capacity to complete multiple projects simultaneously. **In addition, General Contractor(s) performing Housing Reconstruction work, at a minimum, must have the ability to complete the reconstruction work within ninety (90) days.**
- 4.3.5 The General Contractor(s) will be responsible for the complete reconstruction of the home, either substantially within the same footprint as the prior home or, where permitted, on a different footprint on the same property. The scope of work for each reconstructed structure will vary but may include, although not be limited to, the following:
  - 4.3.5.1 General Contractor(s) shall be responsible for obtaining necessary permits. At the onset of reconstruction, a hard copy of the permitted plans and the reconstruction schedule shall be provided to the City;
  - 4.3.5.2 Reconstruction projects will require as-built boundary and topographic surveys, including elevation certificates in a flood zone, to confirm that reconstruction complies with elevation and setback/offset building line

requirements. All utility and aerial easements shall also be required on each survey;

4.3.5.3 Coordination with the property owner and his/her family from issuance of a work order to obtaining a certificate of occupancy for closing;

4.3.5.4 Obtaining all necessary state and local permits and approvals before the commencement of the work for each structure;

- 1) Utility disconnection and deactivation/reconnection and reactivation;
- 2) Demolition of the existing structure;
- 3) Debris removal following all federal, state, and local requirements;
- 4) Submit design drawings upon the request by HCDD;
- 5) Construction of new residential structures under all applicable local, state, federal codes, and standards;
- 6) Accessibility and design of projects to comply with the Americans with Disabilities Act of 1990 (if applicable) unless a HUD exception applies;
- 7) Survey certificate requirements when applicable; and
- 8) Provide Energy Star Homes with a Generator and Solar Panel options for resiliency for constructed homes.

#### 4.4 Housing Rehabilitation and Reconstruction Appliances

4.4.1 Housing rehabilitation and reconstruction projects will require specifications of materials and equipment. General Contractor(s) shall provide options for materials for construction, such as finishes, appliances, electrical fixtures, etc.

4.4.2 The following appliances should be included with the home (note that all appliances must be **Energy Star Certified**):

- Dishwasher;
- Stovetop Oven;
- Built-in microwave;
- Water heater;
- Energy star certified efficient features, such as HVAC systems, windows, doors, etc.; and
- Sound-reducing measures, as required.

#### 4.5 Generator

All reconstruction may be equipped with a natural gas-powered generator with the ability to power an entire single-family house with an automatic or manual transfer switch.

#### 4.6 Solar Panels

As outlined in the Minimum Construction Standards, all reconstruction may be equipped with an approved product on a newly constructed roof system.

#### 4.7 Tri-Party Property Specific Agreement

Upon being awarded a housing rehabilitation or reconstruction project, the winning General Contractor(s) will be required to enter into a Tri-Party Agreement. No work will commence, nor shall an order to proceed be issued by the City until after all parties have signed the Tri-Party Agreement and until after (on a subsequent date) a Preconstruction Conference is held at the

property site. The Pre-construction Conference must be attended by the homeowner, the General Contractor(s), and a representative from HCDD or the City.

The agreement will include a copy of the housing reconstruction scope of work and other related documents. The notice to proceed document shall state a specific date for completing all work. An executed copy of the TPA and amended documents shall be furnished to all parties.

General Contractor(s) must obtain all permits to perform the authorized scope of work.

General Contractor(s) must comply with all the regulations governing the issuance and inspections of any work performed. Furthermore, General Contractor(s) and their subcontractors must possess trade or other professional licenses as may be required by the State of Texas and the City to perform such functions that are subject to licensing.

#### 4.8 Warranty Requirements

The General Contractor's warranty period shall commence on the date of the key exchange for the project and end: (a) two (2) years after that for appliances, workmanship and materials, including but not limited to flooring and subflooring, and a mechanical or delivery system, including electrical delivery systems, plumbing delivery systems, ventilation, heating, and air conditioning systems; and (b) ten (10) years after that for the structural warranty, including without limitation ten (10) years for the foundation (slab, or otherwise), roof, and other major structural components of a home.

### 5.0 TECHNICAL REQUIREMENTS

The selected Proposer(s) shall provide construction services including, but not limited to, the following technical requirements:

#### 5.1 Preconstruction Services

- 5.1.1 The selected Proposer must submit design drawings to the City for approval. Upon approval from the City, the construction documents, based on the approved design drawings, shall meet all state law requirements and permitting requirements and remain the City's property.
- 5.1.2 To the extent design services, engineering, or surveying services are required, the General Contractor(s) must select such firms in accordance with Chapter 2254 of the Texas Government Code.
- 5.1.3 Distinct plans, upgrades, and options for each plan are encouraged and desired but not required. All plans must meet or exceed applicable City Codes and the International Residential Code 2015. Further, all homes must meet or exceed the energy efficiency standards in the 2015 International Energy Conservation Code and the American Society of Heating, Refrigerating, and Air-Conditioning Engineers (ASHRAE) standard 90.1-2019.
- 5.1.4 Each Proposer must submit house plans to include three configuration options with roof styles and front elevations for each plan on an 11" x 17" paper for review as indicated in size A and size B single-family residence descriptions mentioned below. Proposers are encouraged to provide innovative designs which enhance energy saving and reflect resilient construction methods. Construction activities shall be performed per applicable Federal, State, and local codes for energy efficiency and Energy Star compliance. The City may request additional floor plans or elevations to meet the program and specific neighborhood requirements.

- Size A single-family residence is a 3-bedroom, 1.5 or 2 bathrooms, approximately 1,200 to 2,400 square feet single dwelling unit, with a driveway or attached garage to include two (3) different configuration options, with roof styles and front elevations.
- Size B single-family residence is a 4-bedroom, 1.5 to 2 bathrooms, approximately 1,500 to 2,400 square feet single dwelling unit, with a driveway or attached garage to include two (3) different configuration options, with roof styles and front elevations.

5.2 Construction Management Services. During the phase of construction services, the following activities are performed:

- 5.2.1 General Contractor(s) shall provide administrative, management, and related services to coordinate scheduled activities and responsibilities of their subcontractors, suppliers, and trades to manage the construction schedule.
- 5.2.2 The General Contractor(s) shall monitor the rehabilitation or reconstruction home(s) during all construction phases. General Contractor(s) shall provide an assigned superintendent at each project site and notify the City of the assignment or re-assignment of the superintendent within 48 hours. The City reserves the right to require a superintendent to be on-site during all construction and establish a maximum ratio of projects for each superintendent.
- 5.2.3 General Contractor(s) shall coordinate and manage their subcontractors' work scope through final acceptance, including punch-list work. General Contractor(s) shall be responsible for keeping the services on schedule and ensuring that subcontractors furnish materials and perform work on time according to the approved scope of work and construction plans.
- 5.2.4 General Contractor(s) shall have the authority over their subcontractors to require prompt execution of the work and to give instructions to require corrective actions whenever such action may be necessary to ensure proper implementation of the TPA Documents to protect the interests of the City.
- 5.2.5 As requested by the City, General Contractor(s) shall provide routine reports to the City regarding quality control inspections to ensure progress and quality of construction, adherence to schedule, and conformance with applicable construction standards.
- 5.2.6 General Contractor(s) shall coordinate their trades, subcontractors, and other construction personnel to ensure that the work's quantity, quality, fitness, and progress comply with the federal, state, and local codes, ordinances, regulations, etc. All work is subject to the final review of the City.

5.3 Scheduling

- 5.3.1 Based on the number of initial construction projects, General Contractor(s) will generate and maintain a master schedule (schedule of all assigned construction sites) showing the average duration for performing activities at the appointed homes. This schedule will include activities from work order assignment, projected pay points, and construction milestones through final inspection and closeout.

5.3.2 Based on the new work orders and the number of closeouts, General Contractor(s) shall update the master schedule weekly to determine revised durations on the active construction projects. The schedule will also indicate any delays and recommend actions to mitigate the delays and implement approved schedule recovery measures.

5.3.3 General Contractor(s) will be responsible for performing routine daily/weekly construction monitoring; however, the City will perform milestone inspections required for payment approvals and program compliance.

#### 5.4 Inspection of Site

5.4.1 General Contractor(s) are expected to inspect the project site. No allowance will be made for any difficulties encountered in executing the required work due to the failure of the General Contractor to inspect the project site. It is recommended that each General Contractor become familiar with all existing site conditions and conditions of all adjacent properties and buildings, both private and public.

5.4.2 General Contractor(s) will be held responsible for any damage or alteration to such existing conditions of adjacent properties and buildings during the rehabilitation or reconstruction of a subject site. Therefore, it is further recommended that the General Contractor(s) record by photograph the existing site condition before the start of repair or construction.

5.4.3 Preconstruction conferences and pre-bid site inspections may be required and will be scheduled by the City. Failure to attend such mandatory meetings or inspections may result in the rejection of the bid.

#### 5.5 Permits

5.5.1 General Contractor(s) shall, at their own expense and in its own name, obtain and maintain all permits, licenses, vehicle stickers, certificates, and licenses required by the City and other state, or federal requirements as may be necessary to perform its obligation legally.

#### 5.6 Water Usage

5.6.1 General Contractor(s) shall be responsible for any water usage charges during construction and shall not include a fee for water usage as part of its bid price for any location. If changes to this procedure are necessary by the City, the City reserves the right to amend the water usage procedure with adequate notice to an applicable General Contractor.

#### 5.7 Material Disposal

5.7.1 General Contractor(s) shall be responsible for the legal disposal of all materials, construction debris, and other waste items. Hauling and disposal by a subcontractor do not relieve General Contractor(s) from the responsibility of legal disposal. Removal of all materials, construction debris, and other waste shall be at a disposal site that is appropriately licensed and permitted to accept the materials, construction debris, and other waste delivered to it per all applicable federal, state, and local laws.

- 5.7.2 General Contractor(s) shall provide the Director or a designated representative with copies of all dump tickets, manifests, bills of lading, scale tickets, etc., when requested by the Director or an appointed representative. In addition, the General Contractor(s) shall provide copies of all permits and licenses for the transfer station or landfill they are proposing. In the event the transfer station or landfill presented for use by the General Contractor(s) does not possess the necessary permits or licenses to accept the materials, construction debris, or other waste, such General Contractor(s) will replace the transfer station or landfill submitted as part of their bid proposal at no additional cost to the City. If the General Contractor(s) is found disposing of materials, construction debris, or other waste at a site not in compliance with all applicable laws; the General Contractor(s) will be solely responsible for all costs associated with the removal of the waste to a properly licensed/permitted landfill or disposal site at no additional cost to the City.
- 5.7.3 General Contractor(s) shall notify the Director and or a designated representative within twenty-four (24) hours of receipt of any environmental problems, complaints, fines, citations, violations, or issued by any governmental body or regulatory agency against the Contractor relating to the loading, hauling or disposal of materials, construction debris, and other waste. In addition, such General Contractor(s) will provide evidence to the Director or their designated representative that these problems and issues have been satisfactorily addressed.
- 5.7.4 General Contractor(s) will supply notice of any community meetings, media involvement, or media coverage related to the loading, hauling, or disposal of materials, construction debris, and other waste under the MCA. Such General Contractor(s) are asked to participate.

## 5.8 Closeout

- 5.8.1 General Contractor(s) shall obtain a final inspection, including a certificate of compliance, and provide a copy to the City.
- 5.8.2 General Contractor(s) shall transfer all operations and maintenance manuals, keys, warranty information, and similar submittals required by the TPA or other required contractual documents to the City.
- 5.8.3 General Contractor(s) shall provide copies of all preconstruction and construction records and files to the City within seven (7) calendar days of the approved final inspection.

## 6.0 COMPENSATION

- 6.1 Invoices. General Contractor(s) shall submit an invoice with a Request for Payment form, detailed supplements, and other backup documents upon completion of each deliverable. Deliverables will be considered complete only upon written acceptance by the City. Each invoice shall include the deliverable(s) completed and the price for each. No charges may be billed to the City unless such costs are explicitly included in the TPA agreement. Submit invoices for payment to:

City of Houston  
Housing and Community Development Department  
2100 Travis Street, Suite 900  
Houston, Texas 77002

## Attention: DR21 Winter Freeze Program

- 6.2 Request for Payment. General Contractor's request for payment must be signed by the General Contractor and HCDD Project Manager. In addition, payment requests submitted to HCDD must include adequate support documentation demonstrating the completed work performed.
- 6.3 Payments for Construction Services. General Contractor(s) will be provided a scope of work to perform construction activities on each eligible project. Once all requirements are satisfied and the final scope is agreed upon, the selected General Contractor(s) will be qualified to submit an itemized milestone payment request on each home once the construction reaches 33% completion, 66% completion, and upon final inspection. General Contractors are also subject to withholding a reserve (10% of project cost) pursuant to Section 53.101 of the Texas Property Code, as amended, which may be withheld if a contractor is not in compliance. The City will be performing a program compliance inspection at each of these milestones as described below:
- 6.3.1 33% Construction Completion and Payment. The 33% inspection consists of the inspection of the foundation to verify that the scheduled slab or elevated subfloor has been installed per approved plans and that the subfloor's height is installed per the construction elevation certification. In addition, an inspection is conducted to verify that construction is performed under approved plans and all applicable construction codes, ordinances, and specifications. The policies and procedures will include a complete description of this inspection.
- 6.3.2 66% Construction Completion and Payment. General Contractor(s) will be eligible for this payment once the construction has passed the 66% progress inspection performed by the City.
- The 66% inspection consists of a verification of the framed home, and mechanical, electrical, and plumbing (MEP) rough-in work has been passed by the local municipality. Exterior surfaces of the home, doors, and windows have been installed without visible flaws in workmanship, and roofing work is complete. The HVAC system has been installed, and all municipal inspections are comprehensive and approved.
  - A 66% progress inspection can be assumed complete if tasks on 66% of the construction value have been completed and are in place. Payment will not be released for incomplete or uninstalled work.
- 6.4 Final Construction Payment. General Contractor(s) are eligible for this payment once a final inspection is complete and the construction project passes the final inspection performed by the City. A final review is comprehensive when all items on the work order are exclusive. All mechanical systems are working correctly, all interior and exterior electrical systems are working, all plumbing systems are working and draining, and all other systems or appurtenances installed or repaired as part of this scope are working or complete. A certificate of compliance will be required upon receipt of project completion.
- 6.5 Reserve Payment (Retainage). General Contractor(s) are eligible for their 10% reserve payment thirty (30) days after passing the final inspection and completing all punch list items if required.

- 6.6 **Builder's Risk Insurance.** General Contractor(s) will be required to carry builder's risk insurance for each assigned project in an amount sufficient to ensure the completion of the project scope. In addition, General Contractor(s) will be required to provide evidence of the builder's risk coverage for each project before the work order is issued.
- 6.7 **Insurance Requirements.** General Contractor(s) must procure and maintain insurance for the duration of the contractual agreement between the City of Houston and the General Contractor. Insurance against claims for injuries to persons or damages to property that may arise from or in connection with the services performed or to be performed by its agents, representatives, employees, volunteers, officers, the Director, or subcontractors. The Proposer(s) must provide adequate proof of insurance before executing the contract. The General Contractor(s) shall require that all subcontractors maintain insurance coverage that adequately covers the services provided, the same insurance terms and conditions required of the General Contractor(s). All insurance requirements will be detailed in the General Contractor's contract with the City.
- 6.8 **Payment And Performance Bonds.** The City of Houston will require Payment and Performance Bonds. Therefore, the General Contractor(s) will be required to obtain payment and performance bonds during construction. The minimum requirements are as follows:
  - 6.8.1 General Contractor must obtain a payment bond for one hundred (100) percent of the contract price. A payment bond is executed in connection with a contract to assure payment as required by the law of all persons supplying labor and material to complete the work provided in the agreement.
  - 6.8.2 General Contractor must obtain a performance bond for one hundred (100) percent of the contract price. A performance bond is executed with a contract to secure the fulfillment of all the General Contractor's obligations under such an agreement.
  - 6.8.3 All bonds must be issued by a solvent company authorized to do business in the State of Texas, a bonding agent with at least an "A" rating, and the bonding company must be listed in the Department of the Treasury's Listing of Certified Companies.

## **7.0 CONSTRUCTION REQUIREMENTS**

All construction activities must comply with the Single-Family Home Repair Construction Specifications, the Minimum Property Standards for Rehabilitation, Reconstruction, Elevation Design Standards, Single-Family Housing Standards, Lead-Based Paint and Asbestos Containing Material Requirements, Aging-In-Place Standards, and all applicable local codes and ordinances, including Chapter 19 of the Code of Ordinances, City of Houston, Texas. The building standards are integral to the application.

Through its written agreement with the General Contractors, the City will outline performance requirements and operational tools associated with construction management and oversight. The agreement may include construction inspection information for progress and final payment requirements. A Certificate of Compliance (COC) will be required to be submitted as proof of compliance for reconstruction-related projects.

General Contractor(s) shall provide the HCDD Director with all necessary final certificates, licenses, consents, and other approvals of the various governmental authorities having jurisdiction, including a permanent COC, as applicable. In addition, the General Contractor(s) will ensure that all COC, warranties, and other final documentation will be provided to the homeowner(s) upon completion of the work.

General Contractor(s) specialty Contractors and Subcontractors (plumbers, electricians, and HVAC workers) must be licensed by the State of Texas for residential construction. All licenses must be current and not expired.

These work specifications, standards, and checklists are available for review online at the following sites:

- Single-Family Home Repair Construction Specifications [Single-Family Home Repair Construction Specifications](#)
- Minimum Property Standards for Rehabilitation and Reconstruction [Minimum Property Standards for Rehabilitation, Reconstruction, and New Construction](#)
- Aging-In-Place Design Standards [Aging-In-Place Standards](#)
- HUD Single-Family Housing Standards [HUD Single-Family Housing Standards](#)
- Materials Lead-Based Paint and Asbestos Containing Material Requirements [Lead-Based Paint and Asbestos-Containing Materials Requirements](#)

## **8.0 MEETING**

At the Director's or a designated representative's request, General Contractor(s) shall attend mandatory meetings with the City, discuss the progress of any work awarded to such General Contractor(s), or other matters relating to the MCA.

## **9.0 ATTACHMENTS**

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

Attachment B – Price Proposal

# **PART III – EVALUATION AND SELECTION PROCESS**

## **1.0 EVALUATION COMMITTEE**

An evaluation committee shall evaluate Proposers' submissions in accordance with the evaluation criteria listed in Section 5.0 and 6.0 below. Upon completion of the evaluation, the committee may develop a short list of Proposer(s) meeting the technical competence requirements. Shortlisted Proposers will be evaluated to determine whether each is responsible, as defined below. The shortlisted Proposer(s) may be scheduled for a structured oral presentation, demonstration, and interview. Following these City-to-Proposer(s) meetings, the evaluation committee will summarize their findings and recalculate their scores, if needed. However, the evaluation committee reserves the right to issue letter(s) of clarification when deemed necessary to any or all Proposer(s). The oral presentations, demonstrations and/or interviews may be recorded and/or videotaped.

## **2.0 INTERVIEWS/ORAL PRESENTATIONS/DEMONSTRATIONS**

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

### **3.0 SELECTION PROCESS**

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

### **4.0 BEST AND FINAL OFFER (“BAFO”)**

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

### **5.0 EVALUATION CRITERIA FOR REHABILITATION**

#### **5.1 RESPONSIVE (PASS/FAIL)**

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

#### **5.2 RESPONSIBLE (PASS/FAIL)**

A business entity or individual who has the integrity and reliability as well as the financial and technical capacity to perform the requirements of the solicitation and subsequent contract will be deemed responsible. This assessment will include a review of all references on any projects performed by a business entity or individual, whether provided by the business entity or individual or known by the City.

#### **5.3 FINANCIAL STABILITY (PASS/FAIL)**

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

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

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

- 5.3.5 Last three years of un-audited accrual-basis financial statements, including an income statement, cash flow statement, and balance sheet;

- 5.3.6 An audited or un-audited accrual-basis financial statement of the most recent quarter of operation; and
- 5.3.7 A full disclosure of any events, liabilities, or contingent liabilities that could affect Proposer's financial ability to perform this contract;

OR

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

#### **5.4 M/WBE PARTICIPATION (PASS/FAIL)**

Quality of proposed M/WBE participation aligned with the project scope.

#### **5.5 TECHNICAL COMPETENCE REQUIREMENTS (70 POINTS)**

##### **5.5.1 Qualifications (20 Points)**

This measure considers the organization's track record, qualifications, and knowledge of the services requested. This includes personnel assigned to perform the technical requirements for the DR21 Winter Freeze Program. In addition, it is considering the Proposer's years in the relevant business field and resources to provide the required services in this RFP.

1. Relevant Qualifications: Proposer(s) must provide a summary to include the total number and employees job titles, skills, knowledge, and abilities, company background history, federal tax ID, and the number of years in providing similar services as outlined in this RFP.
2. Contractors/Subcontractors: Proposer(s) shall include names and locations of their general contractors, subcontractors, and trades, to be utilized. The City shall be notified of any change in available contractors/subcontractors before recruiting new firms.
3. Organization Chart/Staffing Plan: Proposer(s) shall provide an organizational chart and staffing plan/chart showing key personnel proposed for this solicitation. At a minimum, the diagram should identify the personnel organization structure, proposed Program Manager, number of proposed staff and their roles and responsibilities, percent of commitment to the City's project, and anticipated duration of their involvement. In addition, proposers must identify any proposed personnel who are not currently employed by them, or their subcontractors included in the proposal.
4. Personnel Resumes: Proposer(s) shall provide a resume (limit two pages) of each key personnel identified in the organization chart. At a minimum, the resume shall include education, experience in the residential construction industry, experience and responsibilities on similar projects, any professional registrations and certifications, and references. A minimum of 15 resumes may be submitted.

##### **5.5.2 Experience (20 Points)**

This measure considers the Proposer's specialized experience and prior work history to provide construction services for the DR21 Winter Freeze Program,

evidenced by the successful delivery of the requirements outlined in the RFP on previous projects similar in population and magnitude to the City. The Proposer should include a description of its past performance experience in delivering scattered residential site construction activities in CDBG-DR Programs.

1. **Scattered Site Construction History:** Proposer(s) shall describe prior work in scattered sites, single-family residential construction history, including, but not limited to, number of years in business, number of units completed, type of construction (rehabilitation, construction, and elevation), average construction time for each construction type, and number of years of experience in residential construction in general and specifically in Southeast Texas region.
2. **HUD CDBG and CDBG-DR Single-Family Program Experience:** Proposer(s) shall describe their experience in HUD CDBG and CDBG-DR Programs, including, but not limited to, the number of years of experience in similar CDBG and CDBG-DR Programs of this magnitude, construction metrics associated with those programs, and services provided (similar programs are defined as those programs providing permanent construction services instead of temporary, emergency repairs).
3. **Prior Project Description:** In no more than two (2) pages per project, Proposers shall describe at least five (5) projects of similar size and scope to this program. Projects shall describe the construction of multiple homes at scattered sites in Disaster Recovery areas. Projects should include project location, duration and project description, and scope of work the Proposer performed. In addition, provide reference information for a person directly involved in the previous projects and who has first-hand knowledge of the performance of the Proposer and its staff/team involved in the project's completion. Include the name, title, and contact information for reference. References provided must be verifiable. The City will conduct reference checks to verify and validate vendors' past performances. The City has the right to contact references provided or not to solicit comments.
4. **Professional References:** Proposer(s) shall also provide five (5) additional references of key stakeholders (regulatory authorities such as states, municipalities, and City officials) where the Proposer performed a similar scope. Include the name, title, contact information, duration of the project, dollar value, and location of the project. The City has the right to contact references provided or not to solicit comments.

#### 5.5.3 Rehabilitation Services (10 Points)

This measure considers the quality and comprehensiveness of the Proposer's under the City's Minimum Property Standards for Rehabilitation services. The program will implement a maximum budget of \$100,000 per home for all rehabilitated homes. This budget shall cover all necessary site-specific items required for CDBG-DR compliant construction in the City of Houston.

1. **Proposed Reconstruction House Plans:**

Size A single-family residence is a 3-bedroom, 1.5 or 2 bathrooms, approximately 1,100 to 2,400 square feet single dwelling unit, with a

driveway or attached garage to include three (3) different configuration options, with roof styles and front elevations.

Size B single-family residence is a 4-bedroom, 1.5 to 2 bathrooms, approximately 1,500 to 2,400 square feet single dwelling unit, with a driveway or attached garage to include three (3) different configuration options, with roof styles and front elevations.

2. **Material Selection:** Proposer(s) shall describe materials and equipment that would be offered to the homeowner. Proposer(s) shall also provide the number of options available to the homeowner for materials for construction, such as colors, carpets, flooring, electrical fixtures, etc.
3. **Upgrade Options:** Proposer(s) shall submit a description of upgrade options and pricing in the fee schedule

#### 5.5.4 Capacity to Perform (20 Points)

This measure considers the details provided by the Proposer(s) to describe the proposed approach to deliver the scope of work services requested in this RFP, evidenced by work, financial, and bonding capacity, demonstrated construction schedules, and performance measures of key work activities performed. The Proposer should state its commitment to be fully mobilized and operational within thirty (30) calendar days of contract execution.

1. **Work Capacity:** Proposer(s) shall include the maximum number of housing units the firm can rehabilitate, assuming a forty-five (45) calendar day construction schedule, from work orders to final inspection. In addition, proposers shall provide a typical construction schedule to show the sequence of key work activities and the days to complete each task. Proposer(s) shall also provide an estimated number of homes the Proposer plans to assign to each site superintendent.
2. **Bond Capacity:** Proposer(s) shall provide proof of bonding capacity in a statement addressed to the City of Houston from a certified bonding company authorized to do business in the State of Texas. The letter must clearly state the firm's bonding capacity.
3. **SAMS Registration:** The Proposer must show proof of their current System for Award Management SAM registration and be otherwise qualified and eligible to receive an award under applicable laws and regulations, including not being suspended or debarred.

The Proposer's business must provide a Unique Entity ID (SAM), formally known as Data Universal Number System (DUNS), associated with the business's tax identification number before any award can be finalized. A UEI issued through SAM, referred to as the Unique Entity ID (SAM), will be the authoritative unique entity identifier used by the federal government. The Unique Entity ID (SAM) is a 12-character alphanumeric value. The government issues the Unique Entity ID (SAM) as part of the [SAM](#) registration process. There is no fee to obtain a Unique Entity ID (SAM). The Proposer can get additional information online at [SAM.gov | Duns - Sam UEI](#)

## 5.6 PRICE PROPOSAL (30 POINTS)

- 5.6.1 Proposer shall complete and submit Attachment B - Price Proposal. THE PRICE PROPOSAL MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE that is clearly marked with the RFP title and solicitation number and the label "Price Proposal."

## **5.7 THIRD-PARTY WARRANTY (PASS/FAIL)**

This measure considers the quality of the Proposer's example of the third-party warranty intended to be provided, including workmanship and materials. Proposer(s) shall provide a sample third-party warranty on their construction services. At a minimum, a two (2) year warranty for workmanship and materials, two (2) year warranties for mechanical, electrical, and plumbing systems and a 10-year warranty for structure and appliance warranty from the manufacturer shall be provided to the homeowner.

## **6.0 EVALUATION CRITERIA FOR RECONSTRUCTION**

### **6.1 RESPONSIVE (PASS/FAIL)**

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

### **6.2 RESPONSIBLE (PASS/FAIL)**

A business entity or individual who has the integrity and reliability as well as the financial and technical capacity to perform the requirements of the solicitation and subsequent contract will be deemed responsible. This assessment will include a review of all references on any projects performed by a business entity or individual, whether provided by the business entity or individual or known by the City.

### **6.3 FINANCIAL STABILITY (PASS/FAIL)**

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

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

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

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

OR

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

#### **6.4 M/WBE PARTICIPATION (PASS/FAIL)**

Quality of proposed M/WBE participation aligned with the project scope.

#### **6.5 TECHNICAL COMPETENCE REQUIREMENTS (70 POINTS)**

##### **6.5.1 Qualifications (20 Points)**

This measure considers the organization's track record, qualifications, and knowledge of the services requested. This includes personnel assigned to perform the technical requirements for the DR21 Winter Freeze Program. In addition, it is considering the Proposer's years in the relevant business field and resources to provide the required services in this RFP.

1. Relevant Qualifications: Proposer(s) must provide a summary to include the total number and employees job titles, skills, knowledge, and abilities, company background history, federal tax ID, and the number of years in providing similar services as outlined in this RFP.
2. Contractors/Subcontractors and Trades: Proposer(s) shall include names and locations of their general contractors, subcontractors, and trades, to be utilized. The City shall be notified of any change in available contractors/subcontractors before recruiting new firms.
3. Organization Chart/Staffing Plan: Proposer(s) shall provide an organizational chart and staffing plan/chart showing key personnel proposed for this solicitation. At a minimum, the diagram should identify the personnel organization structure, proposed Program Manager, number of proposed staff and their roles and responsibilities, percent of commitment to the City's project, and anticipated duration of their involvement. In addition, proposers must identify any proposed personnel who are not currently employed by them, or their subcontractors included in the proposal.
4. Personnel Resumes: Proposer(s) shall provide a resume (limit two pages) of each key personnel identified in the organization chart. At a minimum, the resume shall include education, experience in the residential construction industry, experience and responsibilities on similar projects, any professional registrations and certifications, and references. A minimum of 15 resumes may be submitted

##### **6.5.2 Experience (20 Points)**

This measure considers the Proposer's specialized experience and prior work history to provide construction services for the DR21 Winter Freeze Program, evidenced by the successful delivery of the requirements outlined in the RFP on previous projects similar in population and magnitude to the City. The Proposer should include a description of their firm's past performance experience in delivering scattered residential site construction activities in CDBG-DR Programs.

1. Scattered Site Construction History: Proper(s) shall describe prior work in scattered sites, single-family residential construction history, including but not limited to, number of years in business, number of units completed, type of construction (rehabilitation, construction, and elevation), average construction time for each construction type, and number of years of experience in residential construction in general specifically in Southeast Texas region.
2. HUD CDBG and CDBG-DR Single-Family Program Experience: Proposer(s) shall describe their experience in HUD CDBG and CDBG-DR Programs, including, but not limited to, the number of years of experience in similar CDBG and CDBG-DR Programs of this magnitude, construction metrics associated with those programs, and services provided (similar programs are defined as those programs providing permanent construction services instead of temporary, emergency repairs).
3. Prior Project Description: In no more than two (2) pages per project, Proposers shall describe at least five (5) projects of similar size and scope to this program. Projects shall describe the construction of multiple homes at scattered sites in Disaster Recovery areas. Projects should include project location, duration and project description, and scope of work the Proposer performed. In addition, provide reference information for a person directly involved in the previous projects and who has first-hand knowledge of the performance of the Proposer and its staff/team involved in the project's completion. Include the name, title, and contact information for reference. References provided must be verifiable. The City will conduct reference checks to verify and validate vendors' past performances. The City has the right to contact references provided or not to solicit comments.
4. Professional References: Proposer(s) shall also provide five (5) additional references of key stakeholders (regulatory authorities such as states, municipalities, and City officials) where the Proposer performed a similar scope. Include the name, title, contact information, duration of the project, dollar value, and location of the project. The City has the right to contact references provided or not to solicit comments.

#### 6.5.3 House Plans and Design (10 Points)

This measure considers the quality and comprehensiveness of the Proposer's proposed house plans under the City's Minimum Property Standards for Reconstruction services. The program will implement a maximum budget of \$300,000 for all new construction homes. This budget shall cover all necessary site-specific items required for CDBG-DR-compliant construction in the City of Houston.

1. Proposed Reconstruction House Plans:

Size A single-family residence is a 3-bedroom, 1.5 or 2 bathrooms, approximately 1,100 to 2,400 square feet single dwelling unit, with a driveway or attached garage to include three (3) different configuration options, with roof styles and front elevations.

Size B single-family residence is a 4-bedroom, 1.5 to 2 bathrooms, approximately 1,500 to 2,400 square feet single dwelling unit, with a driveway or attached garage to include three (3) different configuration options, with roof styles and front elevations.

2. Material Selection: Proposer(s) shall describe materials and equipment that would be offered to the homeowner. Proposer(s) shall also provide the number of

options available to the homeowner for materials for construction, such as colors, carpets, flooring, electrical fixtures, etc.

3. Upgrade Options: Proposer(s) shall submit a description of upgrade options and pricing in the fee schedule

#### 6.5.4 Capacity to Perform (20 Points)

This measure considers the details provided by the Proposer(s) to describe the proposed approach to deliver the scope of work services requested in this RFP, evidenced by work, financial, and bonding capacity, demonstrated construction schedules, and performance measures of key work activities performed. The proposer should state its commitment to be fully mobilized and operational withing thirty (30) calendar days of contract execution.

1. Work Capacity: Proposer(s) shall include the maximum number of housing units the firm can have under construction, assuming a ninety (90) calendar day construction schedule from work orders to final inspection for new housing construction homes. In addition, proposers shall provide a typical construction schedule to show the sequence of key work activities and the days to complete each task. Proposer(s) shall also provide an estimated number of homes the Proposer plans to assign to each site superintendent
2. Bond Capacity: Proposer(s) shall provide proof of bonding capacity in a statement addressed to the City of Houston from a certified bonding company authorized to do business in the State of Texas. The letter must clearly state the firm's bonding capacity.
3. SAMS Registration: The Proposer must show proof of its current System for Award Management SAM registration and be otherwise qualified and eligible to receive an award under applicable laws and regulations, including not being suspended or debarred.

The Proposer's business must provide a Unique Entity ID (SAM), formally known as Data Universal Number System (DUNS), associated with the business's tax identification number before any award can be finalized. A UEI issued through SAM, referred to as the Unique Entity ID (SAM), will be the authoritative unique entity identifier used by the federal government. The Unique Entity ID (SAM) is a 12-character alphanumeric value. The government issues the Unique Entity ID (SAM) as part of the [SAM](#) registration process. There is no fee to obtain a Unique Entity ID (SAM). The Proposer can get additional information online at [SAM.gov | Duns - Sam UEI](#).

#### 6.6 PRICE PROPOSAL (30 POINTS)

- 6.6.1 Proposer shall complete and submit Attachment A - Price Proposal. THE PRICE PROPOSAL MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE that is clearly marked with the RFP title and solicitation number and the label "Price Proposal."

#### 6.7 THIRD-PARTY WARRANTY (PASS/FAIL)

This measure considers the quality of the Proposer's example of the third-party warranty intended to be provided, including workmanship and materials. Proposer(s) shall provide a sample third-party warranty on their construction services. At a minimum, of two (2) year warranty for workmanship and materials, two (2) year warranties for mechanical, electrical, and plumbing systems, and a 10-year warranty for structure and appliance warranty from the manufacturer shall be provided to the homeowner.

## 7.0 EVALUATION MATRIX

<b>Evaluation Criteria for Rehabilitation Services</b>	<b>Max Points</b>
5.1 Responsive	Pass/Fail
5.2 Responsible	Pass/Fail
5.3 Financial Stability	Pass/Fail
5.4 M/WBE Participation	Pass/Fail
5.5 Technical Competence Requirements	70
5.6 Price Proposal	30
5.7 Third-Party Warranty	Pass/Fail
<b>TOTAL AVAILABLE POINTS</b>	<b>100 POINTS</b>

<b>Evaluation Criteria for Reconstruction Services</b>	<b>Max Points</b>
6.1 Responsive	Pass/Fail
6.2 Responsible	Pass/Fail
6.3 Financial Stability	Pass/Fail
6.4 M/WBE Participation	Pass/Fail
6.5 Technical Competence Requirements	70
6.6 Price Proposal	30
6.7 Third-Party Warranty	Pass/Fail
<b>TOTAL AVAILABLE POINTS</b>	<b>100 POINTS</b>

## 8.0 ADDITIONAL RELATED SERVICES

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

## 9.0 INTERLOCAL AGREEMENT

Under the same terms and conditions, the resulting contract may be expanded to other government entities through inter-local agreements between the City and the respective government entity that encompasses all or part of the products/services provided under this contract. Separate contracts will be drawn to reflect the needs of each participating entity.

## **PART IV – SUBMISSION OF PROPOSAL**

### 1.0 INSTRUCTIONS FOR SUBMISSION

**All documentation shall be submitted in a single package in accordance with the specifications below.**

**1.1 Number of Copies.** Submit **one (1) printed original Proposal with an Offer and Submittal form signed in BLUE ink or electronically, six (6) printed copies of the Proposal, and two (2) electronic copies of the Proposal on two (2) separate USB drives, sealed in a**

separate single envelope bearing the assigned solicitation number (located on the first page of this RFP document) to:

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

- 1.2 Price Proposal, M/WBE and Financial Stability documents.** In a separate envelope, submit **one (1)** electronic copy on a **USB drive** of the Price Proposal, M/WBE documents, and Financial Stability documents. No printed copies are required to be submitted within the Proposal.

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

- 1.3 Time for Submission.** Proposals shall be submitted no later than the date and time indicated for submission in this RFP. Late submittals will not be considered and will be returned unopened. With the exception of City holidays, the normal business hours for the City Secretary's office are Monday through Friday, 8:00 a.m. to 5:00 p.m. CST.
- 1.4 Format.** Proposals must be left-bound with information on both sides of the page when appropriate. Material shall be organized following the order of the submission requirements separated by labeled tabs and shall be securely bound. Submission materials will not be returned to Proposers.
- 1.5 Complete Submission.** Proposers are advised to carefully review all the requirements and submit all documents and information as indicated in this RFP. Incomplete proposals may lead to a proposal being deemed non-responsive. Non-responsive proposals will not be considered.
- 1.6 Packaging and Labeling.** The single package containing all documentation shall contain labeling clearly indicating the RFP title, date, time for submission, and the name of the Proposer. Within the single package, Proposers shall include the following:
- 1.6.1** The required number of printed Proposals as referenced in section 1.1 above;
  - 1.6.2** The required number of electronic copies on separate USB drives sealed in a separate single envelope as referenced in section 1.1 above; and
  - 1.6.3** The required number of Price Proposal(s), M/WBE documents and Financial Stability documents on a USB drive in a separate sealed envelope as referenced in section 1.2 above.
- 1.7 Delivery of Proposals.** The Proposal and all required forms must be delivered by hand or mailed to the address shown in Section 1.1. If using an express delivery service, the package must be addressed and delivered specifically to the City Secretary's Office. Packages delivered by express mail services to other locations may not be re-delivered to its destination by the deadline hour.
- 1.8 Proposer's Responsible for Timely Submission.** Proposer remains responsible for ensuring that its Proposal is received at the time, date, place, and office specified. The City assumes no responsibility for any Proposal not received, regardless of whether the delay is caused by the U.S. Postal Service, a courier delivery service, or some other act or circumstance.

## 2.0 SUBMISSION REQUIREMENTS FOR REHABILITATION

This section details the requirements for submitting all required information to the City. Adherence to these submission requirements will provide a degree of uniformity in submissions. Therefore, please tab sections accordingly and follow the format below. All documents must be organized as follows. In addition, all .pdf documents provided on USB drives must contain bookmarks to each Tab for easy access of information.

**Tab 1 – Statement of Interest:** The statement of interest should be limited to a maximum of two (2) pages and must include a brief introduction, a statement of the Proposer's understanding of the work to be performed, and that the company will comply with the requirements outlined in this RFP.

**Tab 2 – Certificate of Authority:** The certificate of authority statement should list the persons authorized to execute agreements on behalf of the Proposer's company; the President or binding partner must sign the statement.

**Tab 3 – Table of Contents:** The table of contents shall be organized to mirror the submission requirements in sequential order.

**Tab 4 - Qualifications:** Proposer's statement to requirements as described in 5.0 Evaluation Criteria for Rehabilitation, 5.5 Technical Competence Requirements, 5.5.1 Qualifications (limit to eight (8) pages, excluding the organization chart and resumes of key personnel).

**Tab 5 - Experience:** Proposer's statement to requirements as described in 5.0 Evaluation Criteria for Rehabilitation, 5.5 Technical Competence Requirements, 5.5.2 Experience. Provide a maximum of five (5) pages (excluding project descriptions and references).

**Tab 6: Rehabilitation Services:** Proposer's statement to requirements as described in 5.0 Evaluation Criteria for Rehabilitation, 5.5 Technical Competence Requirements, 5.5.3 Rehabilitation Services.

**Tab 7: Capacity to Perform:** Proposer's statement to requirements as described in 5.0 Evaluation Criteria for Rehabilitation, 5.5 Technical Competence, 5.5.4 Capacity to Perform.

**Tab 8: Third-Party Warranty:** Proposer's statement to requirements as described in 5.0 Evaluation Criteria for Rehabilitation, 5.5 Technical Competence Requirements, 5.7 Third-Party Warranty.

**Tab 9: Exceptions to Sample Contract:** Provide any exceptions to the Sample contract and include the rationale for taking the exception. If alternate language is proposed, include the proposed language for consideration, along with the corresponding Article Nos. within the RFP.

**Tab 10: Legal Actions:** Provide a list of any pending litigation and include a brief description of the reason for legal action.

**Tab 11: Conflict of Interest:** Provide information regarding any real or potential conflict of interest(s). Failure to disclose any potential conflict of interest at the outset may be cause for rejection of the Proposal.

**Tab 12: Forms and Certifications:** Complete and return all forms and certifications provided in PART VIII – REQUIRED FORMS TO BE SUBMITTED WITH PROPOSAL (excluding M/WBE Forms).

**Note:** In a **separate sealed envelope** please submit, Attachment B Price Proposal, M/WBE Forms listed in Part VIII, Section 2.0 and requirements listed in Part III, Section 5.3 Financial Stability of the Proposer.

### 3.0 SUBMISSION REQUIREMENTS FOR RECONSTRUCTION

**Tab 1 – Statement of Interest:** The statement of interest should be limited to a maximum of two (2) pages and must include a brief introduction, a statement of the Proposer's understanding of the work to be performed, and that the company will comply with the requirements outlined in this RFP.

**Tab 2 – Certificate of Authority:** The certificate of authority statement should list the persons authorized to execute agreements on behalf of the Proposer's company; the President or binding partner must sign the statement.

**Tab 3 – Table of Contents:** The table of contents shall be organized to mirror the submission requirements in sequential order.

**Tab 4 – Qualifications:** Proposer's statement to requirements as described in 6.0 Evaluation Criteria for Reconstruction, 6.5 Technical Competence Requirements, 6.5.1 Qualifications (limit to eight (8) pages, excluding the organization chart and resumes of key personnel).

**Tab 5 – Experience:** Proposer's statement to requirements as described in 6.0 Evaluation Criteria for Reconstruction, 6.5 Technical Competence Requirements, 6.5.2 Experience. Provide a maximum five (5) pages (excluding project descriptions and references).

**Tab 6 – House Plans and Design:** Proposer's statement to requirements as described in 6.0 Evaluation Criteria for Reconstruction, 6.5 Technical Competence Requirements, 6.5.3 House Plans and Design.

**Tab 7: Capacity to Perform:** Proposer's statement to requirements as described in 6.0 Evaluation Criteria for Reconstruction, 6.5 Technical Competence Requirements, 6.5.4 Capacity to Perform.

**Tab 8: Third-Party Warranty:** Proposer's statement to requirements as described in 6.0 Evaluation Criteria for Reconstruction, 6.5 Technical Competence Requirements, 6.7 Third-Party Warranty.

**Tab 9: Exceptions to Sample Contract:** Provide any exceptions to the Sample contract and include the rationale for taking the exception. If alternate language is proposed, include the proposed language for consideration, along with the corresponding Article Nos. within the RFP.

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**Note:** In a **separate sealed envelope** please submit, Attachment B Price Proposal, M/WBE Forms listed in Part VIII, Section 2.0, and requirements listed in Part III, Section 6.3 Financial Stability of the Proposer.

## **Part V – EXCEPTIONS TO TERMS AND CONDITIONS**

All exceptions to the Sample Contract shall be submitted in a clearly identified separate section of the Proposal in which the Proposer clearly cites the specific paragraphs within the Sample Contract where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting contract unless such exception is specifically approved by the Chief Procurement Officer or designee, City Attorney, Director(s) or designee in a written statement. **Please note that the Sample Contract will be incorporated into this solicitation by the issuance of a Letter of Clarification at a later date.**

## **Part VI – SPECIAL CONDITIONS**

### **1.0 NO CONTACT PERIOD**

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

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

### **2.0 MINORITY AND WOMAN BUSINESS ENTERPRISES ("M/WBE")**

It is the City of Houston's policy to ensure that Minority and Women Business Enterprises (MWBE) have full opportunity to compete for and participate in City Contracts. Contractor shall comply with the City's MWBE Program as set forth in Chapter 15, Article V of the City of Houston Code of Ordinances, as well as the Policies and Procedures of the Office of Business Opportunity (OBO) found on OBO's website at <https://www.houstontx.gov/obo/policies-procedures.html>. Contractor shall make good faith efforts to award subcontracts and supply agreements in at least **21% MBE and 8% WBE** of the value of the Agreement to certified MWBEs. If the Contractor is a certified MBE or WBE, Contractor may count its self-performance to meet a portion of the overall goal. Contractor acknowledges that they have reviewed the requirements for good faith efforts on file with OBO, available at <https://www.houstontx.gov/obo/docsandforms/goodfaithefforts.pdf>, and will comply with the set forth requirements.

Contractor shall maintain records of subcontracts and supply agreements with certified MWBEs, containing language required herein. In addition, Contractor shall submit all disputes that may

arise with MWBE subcontractors/supplies to mediation provided by OBO if other attempts do not result in a resolution.

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

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

- I. Solicitation Lists. The Contractor must place small and minority businesses and women's business enterprises on solicitation lists.
- II. Solicitations. The Contractor must assure that it solicits small and minority businesses and women's business enterprises whenever they are potential sources.
- III. Dividing Requirements. The Contractor must divide total requirements, *when economically feasible*, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises.
- IV. Delivery Schedules. The Contractor must establish delivery schedules, *where the requirement permits*, which encourage participation by small and minority businesses and women's business enterprises.
- V. Obtaining Assistance. The Contractor must use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- VI. Prime Contractor. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (I) through (V) of this section.

Selected contractor should clearly document the communication and outreach to the certified business. Documentation may include mail logs, phone logs, or similar records documenting the use of the above identified sources of information about MWSBE firms, the efforts to contact them, and other efforts to meet the above requirements.

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

### **3.0 PROTESTS**

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

### **4.0 CANCELLATION**

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

### **5.0 EXECUTIVE ORDER 1-56 ZERO TOLERANCE FOR HUMAN TRAFFICKING IN CITY SERVICE CONTRACTS AND PURCHASING**

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

## **6.0 PRESERVATION OF CONTRACTING INFORMATION**

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

## **7.0 COMPLIANCE WITH CERTAIN STATE LAW REQUIREMENTS**

*Anti-Boycott of Israel.* Vendor certifies that vendor is not currently engaged in and agrees for the duration of this Agreement not to engage in, the boycott of Israel as defined by Section 808.001 of the Texas Government Code.

*Anti-Boycott of Energy Companies.* Vendor certifies that Vendor is not currently engaged in and agrees for the duration of this Agreement not to engage in, the boycott of energy companies as defined by Section 809.001 of the Texas Government Code.

*Anti-Boycott of Firearm Entities or Firearm Trade Associations.* Vendor certifies that vendor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or will not discriminate against a firearm entity or firearm trade association for the duration of this Agreement, as defined by Section 2274.001 of the Texas Government Code.

*Certification of No Business with Foreign Terrorist Organizations.* For purposes of Section 2252.152 of the Code, Vendor certifies that, at the time of this Agreement neither vendor nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of vendor, is a company listed by the Texas Comptroller of Public Accounts under Sections 2252.153 or 2270.0201 of the Code as a company known to have contracts with or provide supplies or to a foreign terrorist organization.

## **8.0 LAWS, CODES, & SAFETY GUIDELINES**

**Federally Funded Contract.** The successful Proposer will be required to execute a standard City agreement. Proposers should be advised that once a project is awarded it will be a unit- price contract. The contract will be subject to a not to exceed amount which the awarded contractor exceeds at its own risk.

**The City Intends to Utilize CDBG-DR Funding for the Agreement.** This RFP, the award of a contract, and the execution of any agreement resulting from this RFP is subject to and contingent upon the availability of adequate federal (i.e. United States Department of Housing and Urban Development ["HUD"]) and/or state (i.e. (General Land Office ["GLO"])) grant funding for the City and the City's receipt of the necessary approvals, such as HUD approval of an eighth amendment to the Hurricane Harvey State Action Plan, the requisite GLO approvals, and execution of various contract agreements between the City and GLO.

The selected Proposer must comply with all applicable governing local, state, and federal laws, executive orders, regulations, requirements, and guidelines, including but not limited to FR-6066-N- 01, FR-6109-N-01, 24 C.F.R. part 570, and 2 C.F.R. part 200 and other Federal requirements. The selected Proposer shall comply with all laws, codes, and safety guidelines applicable to the work being performed. For all laws, codes and safety guidelines cited here or elsewhere in specifications, the revision or edition in effect at the time of performance of the work shall apply. The laws, codes, and safety guidelines to be followed shall include, but are not limited to the following:

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

**Compliance with Civil Rights Laws.** Contractor shall not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 C.F.R. part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 C.F.R. part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 C.F.R. part 23. Contractor is deemed to have read and understands the requirements of each of the following, if applicable to the project under this Agreement:

- Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.); 24 C.F.R. Part I, “Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development - Effectuation of Title VI of the Civil Rights Act of 1964”;
- Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C. § 2000e, et seq.);
- Title VIII of the Civil Rights Act of 1968, “The Fair Housing Act of 1968” (42 U.S.C. § 3601, et seq.), as amended;
- Executive Order 11063, as amended by Executive Order 12259, and 24 C.F.R. Part 107, “Nondiscrimination and Equal Opportunity in Housing under Executive Order 11063”; The failure or refusal of Contractor to comply with the requirements of Executive Order 11063 or

24 C.F.R. Part 107 shall be a proper basis for the imposition of sanctions specified in 24 C.F.R. 107.60;

- The Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.); and
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794.) and
- “Nondiscrimination Based on Handicap in Federally-Assisted Programs and Activities of the Department of Housing and Urban Development”, 24 C.F.R. Part 8.
- The Americans with Disabilities Act (42 U.S.C. §12131; 47 U.S.C. §§155, 201, 218, and 225);
- Contractor understands and agrees that the activities funded shall be performed in accordance with 24 C.F.R. Part 8; and the Architectural Barriers Act of 1968 (42 U.S.C. § 4151, et seq.), including the use of a telecommunications device for deaf persons (TDDs) or equally effective communication system.

**SAM Registration and other Certifications.** Proposer(s) must be eligible to procure this opportunity and subsequently contract with the City. Proposer(s) must provide proof of registration and active status with the System for Award Management (SAM <https://www.sam.gov/portal/SAM/#1>) and the United States Treasury’s Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list. Proposer(s) must meet all of the following conditions and certify that 1) the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity; 2) the Proposer is in compliance with the State of Texas statutes and rules relating to procurement; and 3) the Proposer is not listed on the federal government’s terrorism watch list as described in Executive Order 13224 (blocking property and prohibiting transactions with persons who commit, threaten to commit, or support terrorism as amended). Upon contract award, this provision shall apply and be included in its entirety in Proposer’s contracts.

**Suspension and Debarment.** Federal regulations restrict the City from contracting with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, where the contract is funded in whole or in part with Federal funds. Accordingly, a contract or subcontract must not be made with any parties listed on the SAM Exclusions list. SAM Exclusions is the list maintained by the General Services Administration that contains the name of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under certain statutory or regulatory authority. The Proposer can verify its status and the status of its principals, affiliates, and subcontractors at [www.SAM.gov](http://www.SAM.gov).

The resulting Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, Proposer is required to verify that neither it, its principals (defined at 2 C.F.R. § 180.995), nor its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

Proposer has and shall comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

A signed certification regarding debarment, suspension, and other responsibility matters is attached hereto as **Exhibit VI**. This certification is a material representation of fact relied upon by SVEC. If it is later determined that the Proposer did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Texas Department of Emergency Management and the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

Proposer has and shall comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while the resulting Contract is valid and throughout the term of the resulting Contract. Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Additionally, Proposer warrants and represents by execution of the resulting Contract that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any Federal programs, including but not limited to the following: Department of Health and Human Work (DHHS), Office of Inspector General (OIG) - List of Excluded Individuals & Entities (LEIE); U.S. General Work Administration (GSA) – Excluded Parties List System (EPLS); All States (50) Health & Human Work Commission Medicaid OIG Sanction List; Government Terrorist Watch List (OFAC / Patriot Act); Department of Commerce, Bureau of Industry and Security, Denied Persons List; and Department of Homeland Security, Immigration and Customs Enforcement (ICE) Most Wanted.

**Compliance with Byrd Anti-Lobbying Amendment.** Proposers who apply or bid for an award of \$100,000 or more shall file the required certification set out in **Exhibit VII**. Proposer has and shall comply with 31 U.S.C. § 1352 and include a requirement to comply with these regulations in any subcontractor or lower tier covered transaction it enters into. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification to the awarding agency.

### **HUD's Section 3 Program**

**Section 3:** The work to be performed under any contract issued pursuant to this RFP is on a project assisted under a program providing federal financial assistance from the U.S. Department of Housing and Urban Development (HUD). Section 3 of the Housing and Urban Development Act of 1968, as amended, (12 U.S.C. 1701u, "Section 3") and implementing regulations at 24 C.F.R. Part 135 apply to any contract issued pursuant to this RFP. Under Section 3, to the greatest extent feasible, for any contract award in excess of \$100,000, the Contractor shall give opportunities for training and employment to lower-income residents of the City and shall award contracts for work in connection with the project to business concerns which are located in or owned in substantial part by persons residing in the City

HUD's Section 3 program requires that recipients of HUD CDBG funds, such as the City, to the greatest extent possible, provide job training, employment, and contract opportunities for low- or very-low income residents in connection with projects and activities in their neighborhoods. This requirement is a flow-down to all Proposers contracted to the City and will be included in the Project Documents.

The Contractor will comply with the provisions of Section 3, and all applicable rules and orders of HUD issued thereunder prior to the execution of the Agreement issued pursuant to this RFP. The Contractor certifies and agrees that there is no contractual or other disability which would prevent compliance with these requirements.

The Contractor shall send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice

advising the labor organization or workers' representative of the commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

The Contractor will include or have included a Section 3 clause in every subcontract for work in connection with the project. The Contractor shall, at the direction of the City, take appropriate action pursuant to any subcontract upon a finding that the subcontractor is in violation of this Section 3 clause. The Contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135. The Contractor shall not let any subcontract unless the subcontractor has provided the Contractor with a preliminary statement of ability to comply with the requirements of this Section 3 clause.

Compliance with the provisions of Section 3, and all applicable rules and orders of HUD issued thereunder prior to the execution of any contract issued pursuant to this RFP shall be a condition of the federal financial assistance provided to the project. These provisions are binding upon the City, its contractors and subcontractors, their successors, and assigns. Failure to fulfill these requirements shall subject the City, its contractors and subcontractors, their successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided.

The Contractor shall have completed, signed, and delivered a Voluntary Compliance Form (provided by the City) to the Director prior to the execution of this Agreement.

## **PART VII – INSTRUCTIONS TO PROPOSERS**

### **1.0 PRE-PROPOSAL CONFERENCE**

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

### **2.0 ADDITIONAL INFORMATION AND SPECIFICATION CHANGES**

Requests for additional information and questions shall be addressed to the Finance Department, Strategic Procurement Division, Veronica Pacheco, preferably by e-mail to [veronica.pacheco@houstontx.gov](mailto:veronica.pacheco@houstontx.gov) or by telephone at (832) 393-9151 no later than the date and time shown on page one of this document. The City shall provide written responses to all questions received by Proposers prior to the RFP submittal deadline. Questions received from all Proposer(s) shall be answered by the City and made available to Proposer(s) who are listed as having obtained the RFP. Proposer(s) shall be notified in writing of any changes in the specifications contained within this RFP.

### **3.0 LETTER(S) OF CLARIFICATION**

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

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

#### **4.0 EXAMINATION OF DOCUMENTS AND REQUIREMENTS**

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

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

#### **5.0 POST-PROPOSAL DISCUSSIONS WITH PROPOSER(S)**

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

### **PART VIII – REQUIRED FORMS TO BE SUBMITTED WITH PROPOSAL**

- 1.0** Offer and Submittal, List of References, and List of Proposed Subcontractors (Exhibit I)
- 2.0** Signed M/WBE Forms (Exhibit II): Attachment "A" MWBE Participation Plan/Good Faith Efforts, Attachment "B" Letter of Intent; Attachment "C" Certified M/WBE Subcontracting Agreement Terms
- 3.0** City of Houston Ownership Information Form (Exhibit III)
- 4.0** Anti-Collusion Statement (Exhibit IV)
- 5.0** Conflict of Interest Questionnaire (Exhibit V)
- 6.0** Certification for Debarment and Suspension (Exhibit VI)
- 7.0** Anti-Lobbying Certification (Exhibit VII)
- 8.0** Equal Opportunity Clause (Exhibit VIII)

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

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

- 1.0** Insurance Requirements and Insurance Certificate
- 2.0** Drug Policy Compliance Agreement (Exhibit "B"); Contractor's Certification of No Safety Impact Positions in Performance of a City Contract (Exhibit "C"); Drug Policy Compliance Declaration (Exhibit "D")
- 3.0** City Contractors' Pay or Play Acknowledgement Form (POP-1) [pop1.pdf \(houstontx.gov\)](#), Certification of Compliance with Pay or Play Program (POP-2) [pop2.pdf \(houstontx.gov\)](#), and List of Participating Subcontractors (POP-3) [pop3.pdf \(houstontx.gov\)](#).

- 4.0** Requested information outlined in the scope of work and other additional relevant/supporting information, or alternate Proposal.
- 5.0** Texas Ethics Commission, Certificate of Interested Parties (Form 1295). Create a certificate at <https://www.ethics.state.tx.us/filinginfo/1295/>.

**EXHIBIT I**  
**OFFER AND SUBMITTAL, REFERENCES, PROPOSED SUBCONTRACTORS**

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**EXHIBIT I  
OFFER AND SUBMITTAL**

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

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

Respectfully Submitted:

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

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

Federal Identification Number:  
\_\_\_\_\_

By: \_\_\_\_\_  
(Signature of Authorized Officer or Agent)

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address of Contractor:

\_\_\_\_\_  
Street Address or P.O. Box

\_\_\_\_\_  
City – State – Zip Code

Telephone No. of Contractor: (\_\_\_\_\_) \_\_\_\_\_

Signature, Name, and title of Affiant:  
\_\_\_\_\_

\_\_\_\_\_  
(Notary Public in and for)

\_\_\_\_\_  
County, Texas

My Commission Expires: \_\_\_\_\_ day of \_\_\_\_\_  
20 \_\_\_\_\_

**EXHIBIT I  
REFERENCES  
LIST OF PREVIOUS CUSTOMERS**

1.     Name: \_\_\_\_\_ Phone No.: \_\_\_\_\_  
       Address: \_\_\_\_\_  
       Contract Award Date: \_\_\_\_\_ Contract Completion Date: \_\_\_\_\_  
       Contract Name/Title: \_\_\_\_\_  
       Email: \_\_\_\_\_  
       Project Description: \_\_\_\_\_  
       \_\_\_\_\_
  
2.     Name: \_\_\_\_\_ Phone No.: \_\_\_\_\_  
       Address: \_\_\_\_\_  
       Contract Award Date: \_\_\_\_\_ Contract Completion Date: \_\_\_\_\_  
       Contract Name/Title: \_\_\_\_\_  
       Email: \_\_\_\_\_  
       Project Description: \_\_\_\_\_  
       \_\_\_\_\_
  
3.     Name: \_\_\_\_\_ Phone No.: \_\_\_\_\_  
       Address: \_\_\_\_\_  
       Contract Award Date: \_\_\_\_\_ Contract Completion Date: \_\_\_\_\_  
       Contract Name/Title: \_\_\_\_\_  
       Email: \_\_\_\_\_  
       Project Description: \_\_\_\_\_  
       \_\_\_\_\_
  
4.     Name: \_\_\_\_\_ Phone No.: \_\_\_\_\_  
       Address: \_\_\_\_\_  
       Contract Award Date: \_\_\_\_\_ Contract Completion Date: \_\_\_\_\_  
       Contract Name/Title: \_\_\_\_\_  
       Email: \_\_\_\_\_  
       Project Description: \_\_\_\_\_  
       \_\_\_\_\_

**EXHIBIT I**  
**LIST OF SUBCONTRACTOR(S)**

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

[illegible]

EXHIBIT II  
ATTACHMENT “A”  
MWBE PARTICIPATION PLAN/GOOD FAITH EFFORTS

Date:	
Bid Number:	
Formal Bid Title:	

Name of Certified MWBE	Street Address, City, State, Zip Code, Tel # & Email	Certification Type {✓}		NAICS Code (6 Digits)	Description of Work (Scope of Work)	% of Participation
USE THIS LINE FOR PRIME LEVEL CREDIT ONLY. CREDIT MUST NOT EXCEED 50% OF THE ADVERTISED GOAL.		MBE	WBE			

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

EXHIBIT II  
ATTACHMENT “A”  
MWBE PARTICIPATION PLAN/GOOD FAITH EFFORTS - CONTINUED

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

**EXHIBIT II  
ATTACHMENT "A"  
MWBE PARTICIPATION PLAN/GOOD FAITH EFFORTS - CONTINUED**

If you have exhausted your best efforts to comply with the City's MWBE Policy by seeking subcontracts and/or subconsultant agreements with certified minority and women business enterprises, in addition to MWBE Prime level participation (if applicable) but failed to meet the MWBE contract goal of this bid document, list your good faith efforts to demonstrate compliance below. For more information, please review the Good Faith Efforts Policy which can be found on the OBO website at [www.houstontx.gov/obo](http://www.houstontx.gov/obo).

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**\*\*All firms listed must be certified by the Office of Business Opportunity at the time of bid submission. This completed MWBE participation plan/good faith efforts must be returned with the submission documents.**

**The undersigned will enter into formal subcontracting agreement(s) with the MWBE subcontractors/subconsultants listed on this participation plan upon award of a contract from the City.**

\_\_\_\_\_  
Bidder Company Name

\_\_\_\_\_  
Signature of Authorized Officer/Agent/Bidder & Title

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

\_\_\_\_\_  
Date



**EXHIBIT II  
ATTACHMENT "B"**

**LETTER OF INTENT**

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

To: City of Houston  
Contracting Department

Date: \_\_\_\_\_

Project Name and Number \_\_\_\_\_

Bid Amount: \_\_\_\_\_ M/W/SBE Goal: \_\_\_\_\_

\_\_\_\_\_, agrees to enter into a contractual agreement  
Prime Contractor

with \_\_\_\_\_, who will provide the following goods/  
M/W/SBE Subcontractor

services in connection with the above referenced contract:

for an estimated amount of \$ \_\_\_\_\_ or \_\_\_\_\_ % of the  
total contract value.

\_\_\_\_\_ is currently certified with the City of Houston's  
(M/W/SBE Subcontractor) Office of Business Opportunity to function in the  
above-listed capacity.

\_\_\_\_\_  
Prime Contractor

\_\_\_\_\_  
M/W/SBE Subcontractor

intend to work on the above-named contract in accordance with the M/W/SBE Participation Section of the City of Houston Bid Provisions, contingent upon award of the contract to the above-listed Prime Contractor.

\_\_\_\_\_  
Signed (Prime Contractor)

\_\_\_\_\_  
Signed (M/W/SBE Subcontractor)

\_\_\_\_\_  
Printed Signature

\_\_\_\_\_  
Printed Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

***Revised March 2022***

Attachment "C"

**CITY OF HOUSTON  
CERTIFIED M/W/SBE SUBCONTRACTING AGREEMENT TERMS**

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

1. \_\_\_\_\_ shall permit representatives of the City of Houston, at all reasonable times, to perform (1) audits of the books and records of the subcontractor, and (2) inspections of all places where work is to be undertaken in connection with this subcontract. Subcontractor shall keep such books and records available for such purpose for at least four (4) years after the end of its performance under this subcontract. Nothing in this provision shall affect the time for bringing a cause of action nor the applicable statute of limitations.
2. Within five (5) business days of execution of this subcontract, Contractor (prime contractor) and Subcontractor shall designate, in writing, to the City of Houston's OBO Director ("the OBO Director") an agent for receiving any notice required or permitted to be given pursuant to Chapter 15 of the Houston City Code of Ordinances, along with the street, mailing address, phone number, and email address of such agent.
3. After reasonable attempt(s) to resolve disputes between the parties involving the terms, covenants, or conditions of this subcontract, a request for dispute resolution may be submitted to the OBO Director. The OBO Director may prescribe procedures to provide dispute resolution services in accordance with the requirements of Chapter 15 of the Houston City Code of Ordinances.

These provisions apply to goal-oriented and regulated contracts, as defined in City Code of Ordinances, Chapter 15, Article V. The MWSBE policy of the City of Houston will be discussed during the Pre-Bid /Pre-proposal conference.

For information, assistance, and/or to receive a copy of the City's Office of Business Opportunity policies and/or governing ordinances, contact the Office of Business Opportunity via the following:

**Website:** <https://www.houstontx.gov/obo/>

**Phone:** 832.393.0600

**Physical Address:** 611 Walker Street, 7th Floor, Houston, Texas 77002

## EXHIBIT III

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

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

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

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

#### NOTICE OF AFFIRMATIVE ACCEPTANCE OF THE CITY OF HOUSTON FAIR CAMPAIGN ORDINANCE

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

Further, pursuant to Section 18-36 of the Code of Ordinances, it shall be unlawful either for any person who submits a bid or proposal to contribute or offer any contribution to a candidate or for any candidate to solicit or accept any contribution from such person for a period commencing at the time of posting of the City Council Meeting Agenda including an item for the award of the Contract and ending upon the 30th day after the award of the Contract by City Council.

#### INSTRUCTIONS

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

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

PROJECT AND BID/PROPOSAL PREPARER INFORMATION

**Project or Matter Being Bid:** \_\_\_\_\_

**Bidder's complete firm/company business information**

Name:

Business Address [No./Street]

City / State / Zip Code

Telephone Number

**Bidder's email address**

Email Address:

STATEMENT OF RESIDENCY

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

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

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

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

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

Based on the definitions above, your business is a:

- ☐ TEXAS RESIDENT BIDDER  
☐ NONRESIDENT BIDDER

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

A copy of the State of \_\_\_\_\_ statute is attached.

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

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

**CONTRACTING ENTITY ORGANIZATIONAL ENTITY TYPE**

**FOR PROFIT ENTITY:**

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

**NON-PROFIT ENTITY:**

- ☐ NON-PROFIT CORPORATION  
☐ UNINCORPORATED ASSOCIATION

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**LISTING OF ADDRESSES**

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

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Address

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Address

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Address

**ATTACH ADDITIONAL SHEETS AS NEEDED.**

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

LISTING OF OFFICERS

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

Name	_____	_____
	Officer	Address
Name	_____	_____
	Officer	Address
Name	_____	_____
	Officer	Address
Name	_____	_____
	Officer	Address
Name	_____	_____
	Officer	Address
Name	_____	_____
	Officer	Address

LISTING OF DIRECTORS OR MEMBERS

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

Name	_____	_____
	Director or Member	Address
Name	_____	_____
	Director or Member	Address
Name	_____	_____
	Director or Member	Address
Name	_____	_____
	Director or Member	Address
Name	_____	_____
	Director or Member	Address

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

**DISCLOSURE OF OWNERSHIP (OR NON-PROFIT OFFICERS)**

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

**IN ALL CASES, USE FULL NAMES, LOCAL BUSINESS AND RESIDENCE ADDRESSES AND TELEPHONE NUMBERS. DO NOT USE POST OFFICE BOXES FOR ANY ADDRESS. INCLUSION OF E-MAIL ADDRESSES IS **OPTIONAL BUT RECOMMENDED**.**

**ATTACH ADDITIONAL SHEETS AS NEEDED.**

**Contracting Entity:**

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

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

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

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

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

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

**ATTACH ADDITIONAL SHEETS AS NEEDED.**

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

**OPTIONAL: TAX APPEAL INFORMATION**

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

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

Status of Appeal **[DESCRIBE]**:

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

**REQUIRED: UNSWORN DECLARATION**

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

<b>Preparer's Signature</b>	<b>Date</b>
<b>Printed name</b>	
<b>Title</b>	

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

**EXHIBIT IV  
ANTI-COLLUSION STATEMENT**

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Proposer Signature

## EXHIBIT V CONFLICT OF INTEREST QUESTIONNAIRE

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> <b>For vendor doing business with local governmental entity</b>		<b>FORM CIQ</b>
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<b>OFFICE USE ONLY</b>	
<p><b>1 Name of vendor who has a business relationship with local governmental entity.</b></p>	<p>Date Received</p>	
<p><b>2</b> <input type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b> (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p><b>3 Name of local government officer about whom the information is being disclosed.</b></p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>		
<p><b>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</b></p> <p style="margin-top: 20px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No         </p> <p style="margin-top: 10px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No         </p>		
<p><b>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</b></p>		
<p><b>6</b> <input type="checkbox"/> <b>Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</b></p>		
<p><b>7</b></p> <p style="text-align: center; margin-top: 20px;">             _____              Signature of vendor doing business with the governmental entity           </p> <p style="text-align: right; margin-top: 20px;">             _____              Date           </p>		

## EXHIBIT V

### CONFLICT OF INTEREST QUESTIONNAIRE

#### CONFLICT OF INTEREST QUESTIONNAIRE

##### For vendor doing business with local governmental entity

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

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

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

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

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

\*\*\*

- (2) the vendor:

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

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

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

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

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

(3) has a family relationship with a local government officer of that local governmental entity.

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

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

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

This Addendum and Agreement is a covered transaction for purposes of the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 3000 (Non- procurement Debarment and Suspension). As such, Consultant is required to confirm that neither the Consultant, its principals (defined at 2 C.F.R. §180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. §180.940) or disqualified (defined at 2 C.F.R. § 180.935).

**INSTRUCTIONS FOR CERTIFICATION**

- 1) By signing this Addendum, the Consultant, also sometimes referred to herein as a prospective primary participant, is providing the certification set out below.
- 2) The inability of a Consultant to provide the certification required below will not necessarily result in denial of participation in the covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the City's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- 3) The certification in this clause is a material representation of fact upon which reliance was placed when the City determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the City, the City may terminate this transaction for cause or default.
- 4) The prospective primary participant shall provide immediate written notice to the City if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 5) The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal* and *voluntarily excluded*, as used in this certification, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.
- 6) The prospective primary participant agrees by signing the Addendum that it shall not knowingly enter into any lower tier covered transactions with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction. If it is later determined that the prospective primary participant knowingly entered into such a transaction, in addition to other remedies available to the City, the City may terminate this transaction for cause or default.
- 7) The prospective primary participant further agrees by signing this Addendum that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," as available through the United States Department of Homeland Security, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 8) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-Procurement Programs.
- 9) Nothing contained in the foregoing shall be construed to require establishment of a system of

records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

### **CERTIFICATION**

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

\_\_\_\_\_  
Contractor Company Name

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## EXHIBIT VII

### Anti-Lobbying Certification

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

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

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

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

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

## **EXHIBIT VIII**

### **Equal Opportunity Clause**

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

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

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

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

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

(3) The Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Consultant's legal duty to furnish information.

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

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

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

(7) In the event of the Consultant's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled,

terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government Agreements or federally assisted construction Agreements in accordance with procedures authorized in [Executive Order 11246](#) of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in [Executive Order 11246](#) of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

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

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

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

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